



TOWN OF LADYSMITH

A REGULAR MEETING OF THE
COUNCIL OF THE TOWN OF LADYSMITH
WILL BE HELD IN COUNCIL CHAMBERS AT CITY HALL ON
MONDAY, NOVEMBER 18, 2013
6:30 p.m. Open Meeting Call to Order
6:31 p.m. Closed Meeting
7:00 p.m. Open Meeting Reconvenes

AGENDA

Page

CALL TO ORDER 6:30 p.m. in order to retire immediately into Closed Session

AGENDA APPROVAL

1. CLOSED MEETING

In accordance with section 90(1) of the *Community Charter*, this section of the meeting will be held *In Camera* to consider the following items:

- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality
- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality

OPEN MEETING RESUMES 7:00 p.m.

2. MINUTES

2.1. Minutes of the Regular Meeting of Council held November 4, 2013 1 - 6

3. DELEGATIONS

3.1. Carrie, Ally and Michaela Segreto, Tara Hawes, Jodi Scott – Ecole Davis Road School Parents' Advisory Council 7

Presentation and a preliminary count of signatures on the petition created by Ecole Davis Road Elementary parents regarding the proposed school closure (See related correspondence under Agenda Item 9.1)

4. PROCLAMATIONS

- 4.1. Mayor Hutchins has proclaimed the month of November 2013 as “**Adoption Awareness Month**” in the Town of Ladysmith, in recognition of the care, compassion and unselfish commitment of British Columbia adoptive families and the continuing need for adoptive families to nurture the growth and development of children.

8

5. DEVELOPMENT APPLICATIONS

- 5.1. **Development Variance Permit – Westdowne Road Industrial Property – Subdivision and Development Servicing Bylaw**

9 - 11

6. BYLAWS (OCP / ZONING) – None

7. STAFF REPORTS

- 7.1. **Stuart Place / Walkem Road Walkway**
- 7.2. **Boundary Extension Proposal – Couverdon Real Estate**
- 7.3. **Bullying and Harassment Policy**
- 7.4. **Proposed Recyclables Collection Contract with Multi-Materials B.C.**

12 - 14

15 - 31

32 - 56

57 -142

8. BYLAWS – None

9. CORRESPONDENCE

- 9.1. **Trina Allain, Natalie Cherchas & Doug Scott, David Lieffertz, Michelle Lieffertz, Erin Marshall, Lorena Mueller, Graeme Rouse, Jody Scott, Joy Sheldon-Maxwell, Randy Wilson (10 separate items)**
Proposed Closure of Ecole Davis Road School

143-157

Staff Recommendation

That Council receive all petitions and correspondence protesting the proposed closure of Ecole Davis Road School and forward to the Board of School District 68 for consideration in its upcoming deliberations.

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- 9.2. Cathleen McMahon, Ladysmith Downtown Business Association
Request for Waiving of Trolley Rental Fee** **158**

Staff Recommendation

That Council consider whether it wishes to waive the trolley rental fee for the Old Tyme Christmas on December 6, 2013 as requested by the Ladysmith Downtown Business Association, with the associated costs to be allocated to the trolley budget.

- 9.3. Teresa McKinley, Ladysmith Tour de Rock Committee
Request for Waiving of Trolley Rental Fee and Travel Outside Town
Boundaries** **159-160**

Staff Recommendations

That Council consider whether it wishes to waive the trolley rental fee and permit the trolley to be operated beyond the Town boundaries for the Cowichan Region Winery Tour fundraiser proposed for May or June, 2014 as requested by the Ladysmith Tour de Rock Committee, with the associated costs to be allocated to the trolley budget.

- 9.4. Pembina Institute
Joint Letter to Provincial Government – Energy Efficient Building
Regulations** **161-163**

Staff Recommendation

That Council endorse the joint letter proposed by the Pembina Institute in supporting local government on energy efficient buildings to achieve climate targets.

10. NEW BUSINESS

11. UNFINISHED BUSINESS

- 11.1. Ladysmith Archives – Operating Agreement and Licence of Occupation** **164**

Council will recall that it approved a draft five year Operating Agreement and Licence of Occupation with the Ladysmith and District Historical Society at its regular meeting held October 21, 2013, and directed staff to give notice of Council's intent to enter into the lease in accordance with the *Community Charter*. A copy of the notice is attached.

Members of the public having an interest in property that may be affected by the proposed lease may submit a written submission or appear in person at the November 18, 2013 council meeting.

12. QUESTION PERIOD

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during “Question Period” must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes.
- Questions put forth must be on topics which are not normally dealt with by Town staff as a matter of routine.
- Questions must be brief and to the point.
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council.

13. ARISE AND REPORT

ADJOURNMENT



**TOWN OF LADYSMITH
MINUTES OF A MEETING OF COUNCIL
MONDAY, NOVEMBER 4, 2013
COUNCIL CHAMBERS, CITY HALL
CALL TO ORDER 6:00 P.M.
REGULAR OPEN MEETING 7:00 PM.**

COUNCIL MEMBERS PRESENT:

Councillor Gord Horth (Chair)
Councillor Bill Drysdale

Councillor Steve Arnett
Councillor Duck Paterson

Councillor Jillian Dashwood
Councillor Glenda Patterson

COUNCIL MEMBERS ABSENT:

Mayor Rob Hutchins

STAFF PRESENT:

Ruth Malli
Clayton Postings

Felicity Adams
Joanna Winter

John Manson

CALL TO ORDER

Deputy Mayor Horth called the Regular Meeting of Council to order at 6:03 p.m. in order to retire immediately into a Closed Meeting.

CLOSED MEETING

CS 2013-378

It was moved, seconded and carried at 6:03 p.m. that Council retire into Closed Meeting in order to consider the following matters:

- Personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality
- The acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality
- Litigation or potential litigation affecting the municipality
- Negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public

OPEN MEETING

The Open Meeting of Council resumed at 7:02 p.m.

AGENDA APPROVAL

CS 2013-379

It was moved, seconded and carried that the agenda for the Regular Council Meeting of October 7, 2013 be approved as amended by

the following additions:

- 12.1. Trolley Rental Waiver Request – Festival of Lights
- 12.2 Cenotaph Damages
- 12.3 Barge in Ladysmith Harbour
- 12.4 Shrubbery on French Street at First Avenue
- 13.1 Derelict and Abandoned Vessels

MINUTES

CS 2013-380 It was moved, seconded and carried that the minutes of the Special Meetings of Council held October 21, 2013 and October 30, 2013 be approved.

CS 2013-381 It was moved, seconded and carried that the minutes of the Regular Meeting of Council held Monday, October 21, be approved.

PROCLAMATIONS

Mayor Hutchins proclaimed November 6, 2013 as “Community Social Service Workers Appreciation Day” in the Town of Ladysmith, in recognition of the critical role these workers play in supporting quality of life in our communities.

Mayor Hutchins proclaimed November 20, 2013 as “National Child Day” in the Town of Ladysmith, as a time to celebrate children and the family, and to reflect on how adults and community influence the development of children.

DEVELOPMENT APPLICATIONS

CS 2013-382 It was moved, seconded and carried that Council has considered Section 879 of the Local Government Act (consultation during Official Community Plan development) and determined that for Official Community Plan Amendment Application 3360-13-05 the following consultation is to be undertaken:

- Staff referral to the Advisory Planning Commission for review and comment
- Referral to Stz’uminus First Nation
- Applicant to host a neighbourhood information meeting as required by the Development Procedures Bylaw

Council members expressed interest in maintaining the original plan for pedestrian access for the residents of the development.

Council also requested that future applications also be reviewed with regard to compatibility with the Town of Ladysmith Sustainability Action Plan.

**COUNCIL COMMITTEE
REPORTS**

Councillor Drysdale reported that the theme for Heritage Week 2014 is maritime history, and that the Heritage Revitalization Advisory Commission proposes to work with the Ladysmith Maritime Society to mark the occasion appropriately.

CS 2013-383 **Government Services Committee Recommendations**
It was moved, seconded and carried that the proposed Information Systems Strategic Plan Implementation Plan be endorsed as presented in the staff report from the Director of Corporate Services dated October 15, 2013, and that the items noted be referred to the upcoming 2014 budget discussions.

CS 2013-384 It was moved, seconded and carried that the Festival of Lights Society be requested to designate a tree to be strung with purple lights during the Ladysmith Festival of Lights in support of Cowichan Together Against Violence.

It was noted that an informal collection of money from people present at the last Council meeting funded this request.

CS 2013-385 **Parks, Recreation and Culture Commission Recommendations**
It was moved, seconded and carried that the report from the Ladysmith Parks, Recreation and Culture Commission regarding a proposed Cowichan Region Sports Tourism Strategy be received.

Councillor D. Paterson declared a conflict of interest with the following agenda item and excused himself from the meeting.

CS 2013-386 It was moved, seconded and carried that staff be directed to meet with representatives of the Ladysmith Kinsmen Club to explore whether a suitable location for a Disc Golf Course is available in Ladysmith and that a letter of thanks be sent to the Ladysmith Kinsmen Club for proposing this community initiative.

Councillor Paterson returned to the meeting.

STAFF REPORTS

CS 2013-387 **Sale of the 2009 Supreme Trolley Bus**
It was moved, seconded and carried that Council accept the offer from the City of Langford to purchase the 2009 Supreme Trolley Bus - Unity 103 for \$82,000 plus applicable taxes, as-is, including the supply of related equipment (tires, custom parts, Christmas light frame) and that the revenue from the sale of the trolley be directed to the Community Gas Tax Community Works Fund to be used for future eligible projects.

CS 2013-388 **Changes to the B.C. Water Act**
It was moved, seconded and carried that Council provide input into the proposed amendments to the *B.C. Water Act*, expressing support for the work of the Province in proposing the amendments to the Act, however, citing concern at the lack of commitment to municipal ownership and management of open community watersheds in the Act, and requesting that local governments be guaranteed involvement in watershed management when such management is delegated by the province.

CS 2013-389 **Town of Ladysmith Sustainability Action Plan**
It was moved, seconded and carried that the Town of Ladysmith Community Sustainability Action Plan be endorsed as presented and that staff be directed to circulate the document in the community, including posting it on the website, and further that participants in the Action Plan development process receive an electronic copy of the Plan with an invitation to provide further feedback as part of the 2014 – 2018 Financial Plan process.

BYLAWS

CS 2013-390 **Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839**
It was moved, seconded and carried that Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839, be adopted.

CS 2013-391 **Town of Ladysmith Municipal Office Building Replacement Reserve Fund Establishment Bylaw 2013, No. 1840**
It was moved, seconded and carried that Town of Ladysmith Municipal Office Building Replacement Reserve Fund Establishment Bylaw 2013, No. 1849, be adopted.

NEW BUSINESS

Councillor Drysdale declared a conflict of Interest in the following agenda item and excused himself from the meeting.

CS 2013-392 **Trolley Rental Waiver Request – Festival of Lights**
It was moved, seconded and carried that the request from the Ladysmith Festival of Lights to waive the trolley rental fee for the 2013 Light-up be granted.

CS 2013-393
It was moved, seconded and carried that staff be directed to include in the 2014 Financial Plan a proposed budget to cover trolley costs in the event that rental fees are waived by Council.

Councillor Drysdale returned to the meeting.

Cenotaph Damages

Council was advised that staff are aware of and working on repairing recent vandalism to the cenotaph in time for the Remembrance Day ceremonies.

CS 2013-394

Barge in Ladysmith Harbour

It was moved, seconded and carried that a letter be written to the provincial and federal governments, expressing Council's and the community's deep, ongoing frustration with the lack of progress in removing the derelict barge and other vessels from the Ladysmith Harbour, and related serious concerns about public safety, liability and environmental issues.

Shrubbery on French Street at First Avenue

Staff were requested to take any necessary action to address concerns about traffic visibility caused by overgrown shrubbery on French Street at First Avenue.

UNFINISHED BUSINESS

CS 2013-395

Derelict and Abandoned Vessels - Provincial Manual

It was moved, seconded and carried that the Town provide input through the Union of British Columbia Municipalities to the draft provincial "Practical Manual for Addressing Problem Vessels and Floating Structures", expressing concerns that the manual does not go far enough to address the serious problems posed by such vessels, which are a blight on our coastal communities, a detriment to marine tourism and a threat to public safety and the environment.

QUESTION PERIOD

R. Armour, Ladysmith Chronicle, was advised that the Town does not anticipate any loss in revenues as a result of the Inter-Community business Licence Program.

J. Tieleman, Ladysmith Downtown Business Association, enquired when the next economic development strategy meeting would take place, and was advised that an executive meeting is being contemplated, with a full meeting of the group to take place early in 2014.

R. Johnson was advised that the Town's financial contribution to the Chamber of Commerce for the provision of business and tourism services is funded in large part by business licence revenues.

R. Johnson enquired whether a Marine Park or protected area designation for the Ladysmith Harbour is being considered by the provincial or federal government and was advised that staff would investigate and report back to him.

R. Johnson was advised that all statutory requirements for providing

notice about the special council meeting on October 30 were met and that there will be a meeting specifically for public input into the proposed amendments to the Zoning Bylaw before the end of November this year.

CLOSED MEETING

CS 2013-396

It was moved, seconded and carried at 8:06 p.m. that Council retire into Closed Meeting after a two minute recess.

ARISE AND REPORT

Council arose from the Closed Meeting with report on the following items:

- That staff were directed to renew the lease for the Development Services and Payroll offices at 132C Roberts Street for one year, with an option to renew for an additional year
- That staff were directed engage an engineer to assess the Machine Shop facility in order to determine the work required to ensure the structure is safe for all tenants, for an amount not to exceed \$12,000 plus applicable taxes.

ADJOURNMENT

CS 2013-397

It was moved, seconded and carried that this meeting of Council be adjourned at 8:38 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



LADYSMITH

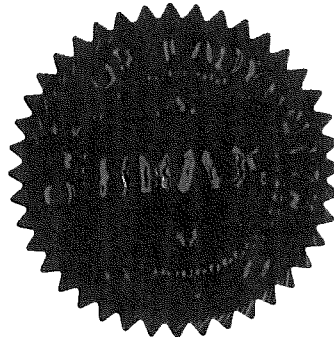
TOWN OF LADYSMITH

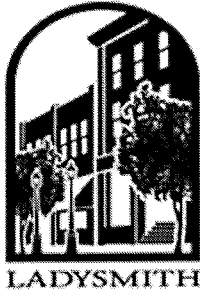
PROCLAMATION

- WHEREAS:** *adoptive families in British Columbia provide children with the love and support of a permanent family, and*
- WHEREAS:** *the Town of Ladysmith wishes to recognize the care, compassion and unselfish commitment of British Columbia adoptive families, and*
- WHEREAS:** *there continues to be a need for adoptive families to nurture the growth and development of children, especially those with special needs because of physical, mental or emotional disabilities, and*
- WHEREAS:** *there is a need to remind citizens during this time that there are many children and sibling groups in the province who are available for adoption;*
- THEREFORE,** *I, Robert Hutchins, Mayor of the Town of Ladysmith, do hereby proclaim November 2013 as Adoption Awareness Month in the Town of Ladysmith, British Columbia.*

Mayor R. Hutchins

November 18, 2013





Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
John Manson, Director of Infrastructure Services
Date: November 13, 2013
File No: 3090-13-02

Re: Westdowne Road Industrial Property - Subdivision and Development Servicing Bylaw

RECOMMENDATION(S):

That Council direct staff to prepare a rural industrial road standard for South Ladysmith, and

That Council direct staff to proceed with statutory notice for Development Variance Permit application 3090-13-03 (10844 Westdowne Rd.) which proposes to vary the provision of works and services required under "The Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834" to the rural standard noted above for the issuance of a Building Permit for a light industrial building at 10844 Westdowne Rd..

PURPOSE:

The purpose of this staff report is:

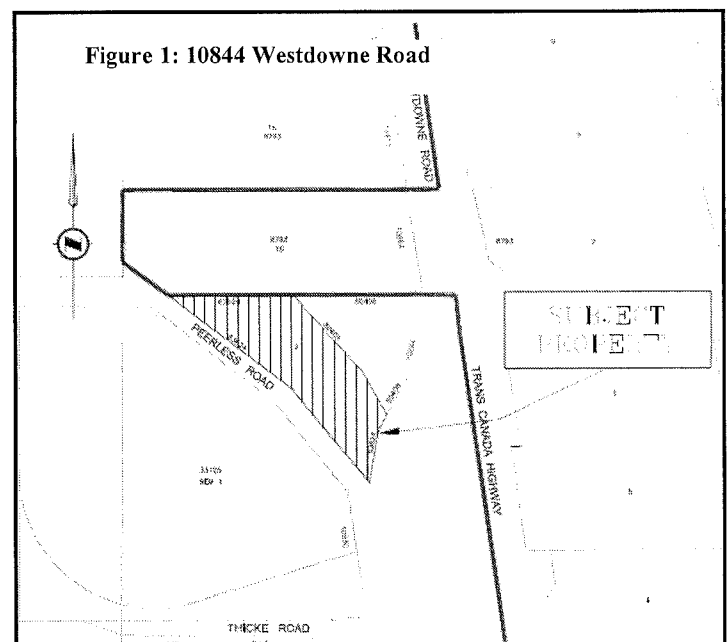
1) to consider amending the urban industrial road standard contained in the Subdivision and Development Bylaw to a rural standard (pavement, gravel walkway, ditches, overhead wiring, and community water service) for the South Ladysmith Industrial area, including Westdowne Road; and

2) to obtain Council direction regarding statutory notification for an application for a development variance permit to vary "The Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834" pursuant to s.922(1)(b) of the Local Government Act for 10844 Westdowne Road to relax the servicing standards to the rural industrial road standard noted above.

INTRODUCTION/BACKGROUND:

Rural Industrial Road Standard

Staff is recommending that a rural industrial road standard be created for South Ladysmith, and in particular the southern end



of Westdowne Road. The “Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834” requires that at the time of building permit an applicant must construct curb, gutter, and sidewalk along the property frontage (as well as other servicing requirements). While this road standard is appropriate for most areas of Ladysmith, the subject area is expected to accommodate heavy industrial traffic, as well as traffic from the Peerless Road Recycling Depot. Thus, an alternative road standard to accommodate the types of heavy truck traffic expected could be considered.

Development Variance Permit – 10844 Westdowne Road

The property at 10844 Westdowne Road has presented several challenges for development. As a result the owners of the property at 10844 Westdowne Road are requesting a variance to the requirements of “The Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834”. In particular, the applicant is requesting to vary the requirement for a curb, gutter, and sidewalk, storm sewer, and underground wiring along the property frontage at 10844 Westdowne Road.

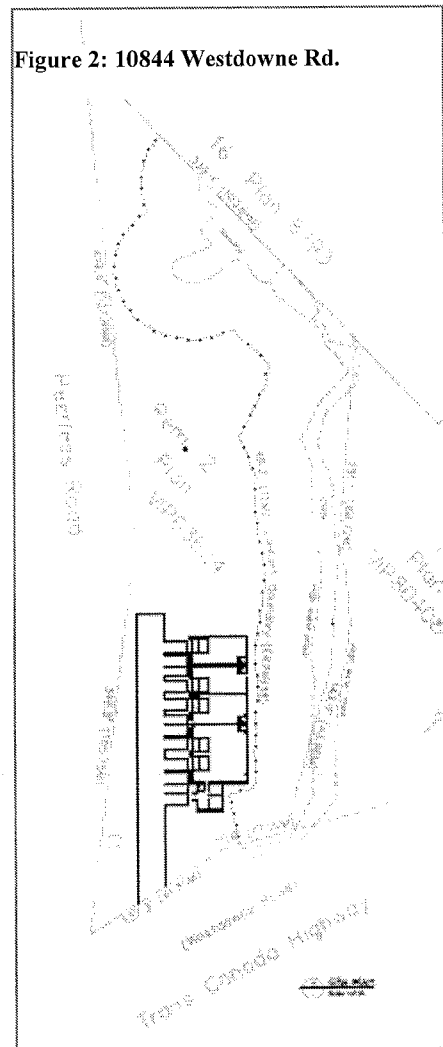
SCOPE OF WORK:

Rural Industrial Road Standard

Staff are recommending that a new rural industrial standard road cross section be established for the Industrial area in South Ladysmith. This new cross section would eliminate most of the urban features (curb, gutter, storm sewer, concrete sidewalks, underground wiring, sanitary sewers) in favour of a servicing standard of road more suitable to the type of development expected for south Ladysmith. Drainage would be by open ditches, with driveway culverts into each industrial site. A gravel path can be included in the road cross section that would provide for occasional pedestrian usage. Wiring would be overhead (likely 3-phase), with overhead services to each site. Upon approval of this new standard by Council, development variance permits would no longer be necessary to relax the road standard in this area.

Development Variance Permit – 10844 Westdowne Road

Development Permit 3060-12-05 was issued in 2012 to permit a light industrial building and to protect the riparian area at 10844 Westdowne Road. A subsequent amendment has been approved to permit a larger building. “The Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834” was adopted after Development Permit 3060-12-05 was issued. Since the applicant did not immediately apply for a building permit in 2012 they have experienced an



unexpected increase in the cost of development as a result of the newly adopted Subdivision and Development Servicing Bylaw.

ALTERNATIVES:

To not direct staff to prepare a rural industrial road standard for South Ladysmith.
To not support DVP application 3090-13-02.

FINANCIAL IMPLICATIONS: n/a

LEGAL IMPLICATIONS:

The *Local Government Act* enables Council to vary a bylaw that relates to subdivision and development requirements. This is a discretionary decision of Council.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is recommended that Council direct staff to proceed with statutory notice for Development Variance Permit application 3090-13-02.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Rural Industrial Road Standard: A new road standard document would be developed by Infrastructure Services.

Development Variance Permit – 10844 Westdowne Road: If the Development Variance Permit is approved a building permit could be issued for the requested servicing standard.

RESOURCE IMPLICATIONS:

Processing Development Variance Permit applications is within available staff resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The Community Vision states that there should be “a realistic approach to development economics and the cost of community amenities and sustainability initiatives”.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective community design is a strategic Council direction.

SUMMARY:

It is recommended to direct staff to prepare a rural industrial road standard for South Ladysmith to better reflect the form of development expected in that area. Also, it is recommended that Council direct staff to proceed with the statutory notice for Development Variance Permit application 3090-13-02.

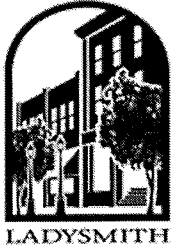
I concur with the recommendation.


Ruth Malli, City Manager

ATTACHMENTS:

None.





Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Clayton Postings, Director of Parks, Recreation & Culture
Date: November 12, 2013
File No:

Re: STUART PLACE WALKWAY

RECOMMENDATION(S):

That Council direct staff to conduct a consultation process to determine if the community wishes the Town to reopen the walkway between Stuart Place and Walkem Road, and that staff report back to Council in this regard.

PURPOSE:

The purpose of this report is to provide Council with information regarding the walkway between Stuart Place and Walkem Road.

INTRODUCTION/BACKGROUND:

In 2004, after much consideration Council resolved to close the walkway between Stuart Place and Walkem Road because of vandalism, noise complaints and on-going RCMP involvement.

Between 2006 and 2008 numerous options were considered relating to reopening the walkway. In 2008 Council made a resolution to consider reopening the walkway for pedestrian traffic following consultation with the neighbours, RCMP and Public Works. It is unclear what resulted from that process, however, the area remains closed.

The area is now a discard area for garden and household waste, creating potential fire hazards. Staff currently monitor and maintain the area on a regular basis. Requests have been received to improve connectivity in the area. This is supported by the Town's Sustainability Vision which articulates a desire to increase sustainable transportation systems with low-impact travel modes such as multi-use walkways connecting neighbourhoods.

SCOPE OF WORK:

Should Council direct staff to re-open the walkway, the scope of work would include removing temporary fencing; adding fencing on the east side of the walkway to act as a border between the residence and the walkway; pruning the overhanging trees; and removing any debris deposited on the walkway.

ALTERNATIVES:

Council may decide not to revisit reopening this walkway.



FINANCIAL IMPLICATIONS:

The cost to reopen this trail is within the existing operating budget of Parks, Recreation and Culture. There will be no changes to the financial plan.

LEGAL IMPLICATIONS:

There are no legal implications.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

This increase in connectivity in the community will promote walking and cycling benefitting residents in the neighbourhood.

It is recommended that there be consultation with neighbours, RCMP and Parks staff as part of the decision-making process to mitigate negative impacts.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

There will be no interdepartmental involvement or implications.

RESOURCE IMPLICATIONS:

There will be no resource implications.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This aligns with the Sustainability Visioning pillars:

1. Complete Community Land Use
2. Low Impact Transportation
7. Healthy Community

ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with strategic priorities:

- B. Effective Land Use Planning & Community Design
- E. Responsible Stewardship of the Environment
- F. A Safe & Healthy Community

SUMMARY:

As a result of community request, the Community Vision and on-going maintenance issues, staff are recommending that Council consider reopening the walkway between Stuart Place and Walkem Road.

I concur with the recommendation.

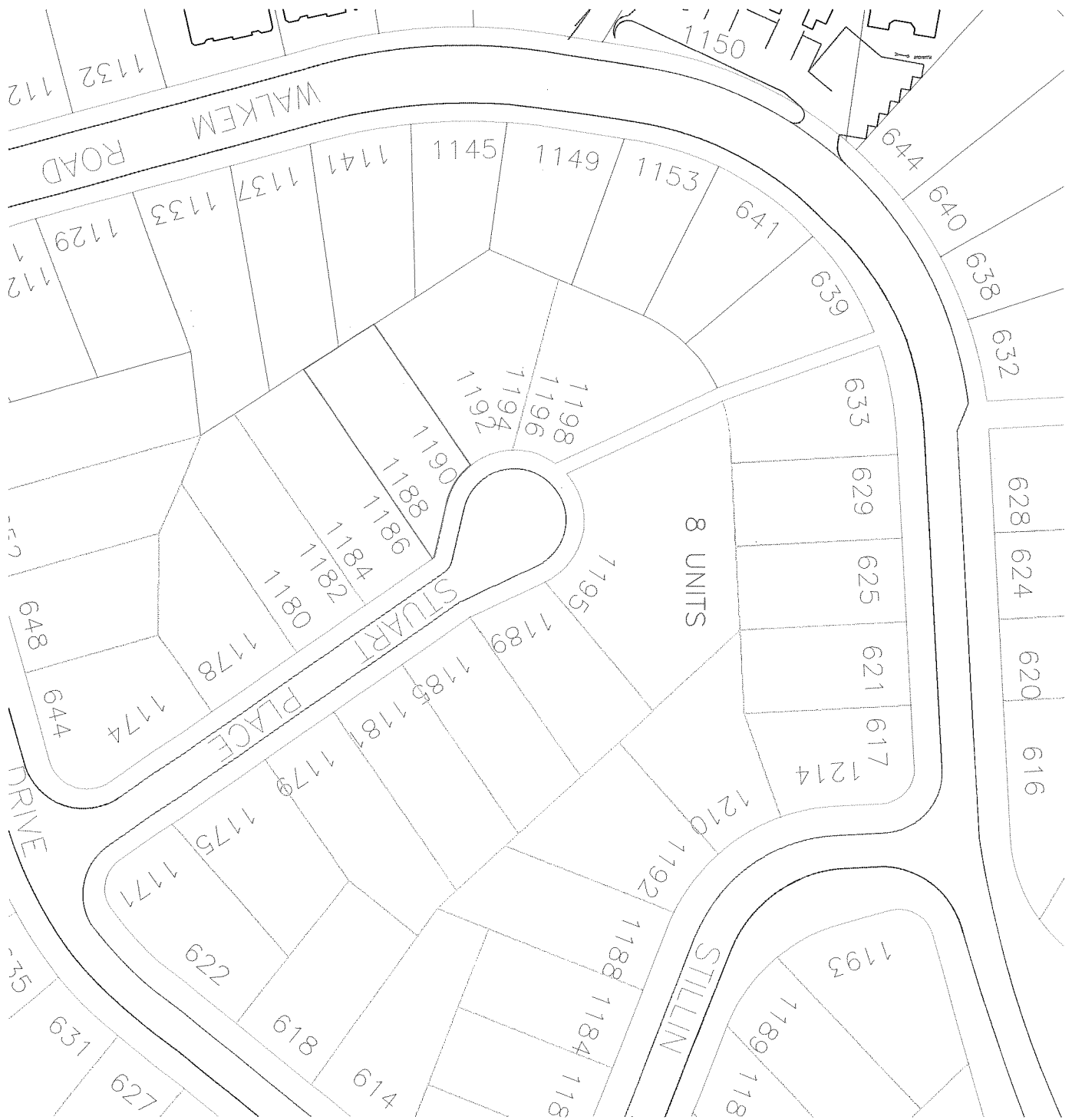


Ruth Malli, City Manager

ATTACHMENTS

Map







Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: November 13, 2013
File No: 6560-20

Re: **BOUNDARY EXTENSION PROPOSAL – COUVERDON REAL ESTATE**

RECOMMENDATION(S):

1. That Council direct staff to prepare a process schedule for the consideration of the boundary extension proposal submitted by Couverdon Real Estate, including municipal elector approval by alternate approval process.
2. That Council request Couverdon to host a community open house to present the boundary extension proposal to the Ladysmith community.

PURPOSE:

The purpose of this staff report is to introduce a boundary extension proposal and to seek Council direction to prepare a process schedule for consideration of the proposal.

INTRODUCTION/BACKGROUND:

The formal boundary extension proposal from Couverdon Real Estate (Couverdon) was received by the Town in October 2013.

The application requests that the Town consider the inclusion of 283 hectares of TimberWest lands into the boundary of the Town. The lands are adjacent to the Town and are located to the north-west of the current boundary with future road access from Malone Road and Fourth Avenue. These lands are located within the Cowichan Valley Regional District.

The Town has a current total land area of 1482 hectares and by adding the proposed boundary extension lands, the Town's land area would increase by 19 percent.

Council has identified three conditions to be addressed for the consideration of the boundary extension proposal.

1. Acquisition of watershed lands (both Stocking Lake and Holland Lake) to protect the drinking water that supplies the Town, the Diamond and Saltair and the proposed service to Stz'uminus First Nation.
2. Viewscape protection (forested hills behind Ladysmith).



3. Any development must employ Smart Growth Practices and support the Town's Sustainability Vision.

A Boundary Extension Summary Report prepared by Couverdon is attached to this report which outlines the proposal and how it addresses the conditions established by Council, as well as the boundary extension criteria established by the Province.

SCOPE OF WORK:

The Province has prepared a Municipal Boundary Extension Process Guide which describes the steps for submitting a boundary extension proposal for provincial approval. Staff will utilize this guide in preparing the process schedule.

The submission to the Province requires the following items.

- Council resolution confirming the municipality wishes to consider a boundary extension proposal.
- Rationale for the proposal, including land use implications.
- Maps to illustrate the current and proposed municipal boundary including ownership, consent, and road information (currently Provincial responsibility).
- A list of parcels in the extension area including legal descriptions.
- The name of the Regional District and the affected electoral areas.
- Copies of communications with property owners within the boundary extension area.
- Results of referrals with the regional district (regarding existing services in the boundary extension area), relevant agencies and First Nations.
- Other relevant background information such as staff reports.

Letters have been received from local First Nations expressing support/no objection to the proposal.

ALTERNATIVES:

That Council direct staff to not proceed with the development of the process schedule.

FINANCIAL IMPLICATIONS:

If the Town is to undertake additional studies as part of this proposal or there are direct costs with a submission to the Province, the applicant will pay for these costs.

LEGAL IMPLICATIONS:

The *Local Government Act* requires municipal elector approval of a proposed boundary extension. Electoral approval may be obtained by the municipality through a referendum or the alternate approval process.

The decision to approve a boundary extension proposal is made by the Provincial Cabinet.



CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Couverdon held a public open house in February 2011 to seek input about the proposal and has hosted a project website since that time. (www.ladysmithopenhouse.ca).

In addition to presentations at meetings of Council, several presentations have been made to area residents including a Town Hall meeting and presentations to the Diamond and Saltair residents' associations.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

All senior managers will be involved in the technical review of the proposal.

RESOURCE IMPLICATIONS:

Resource implications will be provided in the process schedule report.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

A key statement in the Report is *"The residents of Ladysmith want growth to give them more of what they like about their town."*

The proposal from Couverdon is respectful of the strategic directions and community objectives contained in the report. The application includes a preliminary land use concept which envisions a mixed-used community which will be an extension of the historic fabric of the Town, building upon the community's strong community history and culture. This preliminary plan will be available for community review. In addition if the lands were included in the Town, further detailed planning work would be expected.

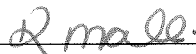
ALIGNMENT WITH STRATEGIC PRIORITIES:

The consideration of the Couverdon boundary extension proposal is a strategic priority of Council.

SUMMARY:

The formal boundary extension proposal has been received and it is recommended that Council direct staff to prepare a process schedule for consideration of the proposal.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Boundary Extension Proposal Summary, October 2013, prepared by Couverdon Real Estate.



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BOUNDARY EXPANSION APPLICATION

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1. BOUNDARY EXTENSION PROPOSAL SUMMARY

Couverdon Real Estate (Couverdon) is proposing the annexation of 283 hectares of TimberWest lands into the Town of Ladysmith. The proposed extension area is adjacent to the northwest boundary of the Town, as shown in Figure 1, *Context Map*, and Figure 2, *Aerial Photo*. The following planning rationale supports the inclusion of the lands into the Town's municipal land base.

1.1 Planning and Policy Context

The Town of Ladysmith's steady population growth over the past decade confirms its unique character and desirability as a place to live. Ladysmith is one of the fastest growing communities in the province, with much of this growth due to relocation. Continued growth is expected over the next several decades. Couverdon recognizes the need for planned community growth. This boundary extension gives the Town an opportunity to undertake a long-range master plan that extends and reinforces the core values of the community.

In the *Community Vision for a Sustainable West Coast Town*, Ladysmith residents explore the ideas, opportunities, and character options for their growing town. Couverdon wants to promote this identity and enhance the qualities that residents already value, including the following:

- A small town with a strong sense of history
- Sustainability
- Heritage influence
- Natural areas and experiences
- A boutique and artisan economy
- Art and culture
- Orderly and well managed neighbourhoods

The Town's *Official Community Plan (OCP)* addresses key issues associated with land use. Many of the land use policies address current and future population needs and the opportunities to accommodate population growth. These include the following:

- The Town has expanded its boundary to accommodate planned growth. In a recent expansion, the area beyond Holland Creek was added.
- Previous extensions of the Town boundary, which have been added to accommodate growth, have also occurred in the south and north end of the community.
- The *Official Community Plan* acknowledges that "increased residential development is inevitable. The Town needs to plan for this growth to ensure the community does not grow up along the highway but grows in designated locations."

Couverdon proposes a boundary extension to reinforce the aspirations of the community, the *Community Vision for a Sustainable West Coast Town*, and the *Official Community Plan*.

1.2 Principled Approach

Couverdon is committed to community growth that achieves the triple bottom line of environmental, social, and economic health. Couverdon's Principled Approach, which is explained below, aligns naturally with Ladysmith's *Community Vision for a Sustainable West Coast Town*.

Engage Local Stakeholders in Planning for their Future

A successful planning process depends upon thoughtful dialogue with Ladysmith representatives and stakeholders about the future. The Ladysmith sustainable community visioning process set a high bar for community input. Couverdon is committed to a similarly collaborative and highly inclusive approach, including community open houses and an open-forum website.

Create Economically Sustainable Communities

An economically sustainable community will maintain or improve the fiscal health of the Town. Couverdon is examining economic development opportunities to support a diversity of land uses and provide high quality employment to Ladysmith. In particular, Couverdon is interested in exploring new industries around alternative energy technologies, innovative live/work concepts, and partnerships with key Vancouver Island institutions.

Conserve Ecological Integrity

A comprehensive analysis of the land will help preserve and enhance key view corridors and sensitive environmental systems, including stream corridors and wetlands, steep slopes, and natural habitat. Mapping archaeological resources also will protect these resources as part of the land's important anthropological history.

Create Integrated Networks of Parks and Natural Spaces for Outdoor Recreation

Parks, open spaces, and trails will provide fundamental community benefits that sustain economic, environmental, and social health.

Foster Vibrant and Diverse Neighbourhoods

A healthy neighbourhood has a mix of housing types and sizes, providing options for a variety of lifestyles and stages of life. Vibrant and diverse neighbourhoods in the community will exhibit the following characteristics:

- Neighbourhoods integrated with and connected by natural landscape.
- Diverse land uses and balanced traffic management to support a complete community.
- Neighbourhood scale defined by walkability and proximity to shared amenities.

Employ Green Infrastructure

An integrated system of green infrastructure holistically addresses issues of water quality, energy, carbon footprint, public health, and neighbourhood identity. Couverdon is exploring innovative strategies for a sustainable neighbourhood pilot project.

Celebrate Our Island's Natural and Cultural Heritage

Ladysmith's identity is that of a small west coast town with a deeply rooted heritage and beautiful natural setting. Future growth of the Town into the proposed extension area will celebrate and build upon Ladysmith's strong community history and culture.

1.3 Community Benefits

The proposed boundary extension and subsequent land use development application provides an opportunity for the Town to realize three key objectives:

- Acquisition of watershed lands (around Stocking Lake and Holland Lake) to protect the drinking water that supplies the Town, the Diamond, and Saltair.
- Protection of key views (i.e., forested hills behind the Town).
- Implementation of community development which employs smart growth practices and supports the *Community Vision for a Sustainable West Coast Town*.

Additionally, the boundary extension provides the Town with a unique opportunity to achieve several important and interrelated goals of its *Official Community Plan*:

- *Growth Management*: Integrate ecological, economic, physical, and social factors.
- *Environment*: Ensure stewardship of lands with strong ecological value.
- *Economic Development*: Enhance Ladysmith's economic development and explore partnerships with prominent Vancouver Island institutions.
- *Community Facilities and Services*: Create new recreational, parkland, open space, and community garden opportunities.
- *Infrastructure*: Limit impact on existing infrastructure and balance the capacity of the natural environment with the demands of growth.
- *Diversity of Land Uses*: Provide a range of land uses and housing types, including an exploration of affordable housing options, to create a series of complete neighbourhoods that meet the community's needs.
- *Land Use Planning and Community Design*: Engage stakeholders to implement Ladysmith's *Community Vision for a Sustainable West Coast Town*.

1.4 Land Use Concept

The preliminary land use concept for the 283 hectare boundary extension area envisions a mixed-use community which will be an extension of the historic fabric of the Town, building upon Ladysmith's strong community history and culture. The boundary extension area is part of a contiguous area of accessible land which is connected to downtown via Fourth Avenue to the north and Malone Road to the south. Christie Road also links the property to the Inland Island Highway.

The land use concept responds to the boundary extension area's highly accessible location and the environmental characteristics of the property with a series of interconnected neighbourhoods. Several features distinguish the land use concept:

- A mixed-use activity center for neighbourhood commercial, education, and community facilities, and a range of residential types will support the eastern portion of the extension area, with uses which are complementary and close to downtown and connected via Fourth Avenue.
- Surrounding the mixed-use activity center, a series of mixed density residential neighbourhoods will respond to the site's defining environmental and topographic characteristics. The land use concept will preserve and enhance view corridors and sensitive environmental systems, including stream corridors and wetlands, steep slopes, and natural habitat. Walkability and proximity to shared amenities will define the neighbourhood scale.
- An integrated open space network and system of pedestrian-friendly streets will provide continuous connections between neighbourhoods, community facilities, and the mixed-use activity center.
- A full range of supporting community facilities including recreation, community gardens, and parks will be embedded throughout the community. Integrated within neighbourhoods, community gardens will provide locally grown produce.

2. PROVINCIAL TECHNICAL CRITERIA FOR MUNICIPAL BOUNDARY EXTENSIONS

The Provincial Government is responsible for the review and implementation of changes to municipal boundaries. In order for a municipal boundary extension proposal to be considered, it must meet certain technical criteria related to boundary contiguity, legal parcels, and local roads. Couverdon's proposed boundary extension meets these criteria, as explained below.

2.1 Contiguity

The proposed boundary extension area is contiguous with the existing Town of Ladysmith boundary and provides an extension of the Town to the northwest. Figure 1, *Context Map*, and Figure 2, *Aerial Photo*, show the physical relationship of the proposed boundary extension area to the existing Town of Ladysmith municipal boundary.

2.2 Legal Parcels

The proposed boundary extension area includes complete legal parcels. A list of parcels, with their respective legal descriptions and PID numbers, is included below.

Legal Description	PID Number	Area
Lot A, Block 5, Oyster District, Plan EPP29924	029-125-651	26.5 ha
Lot B, Blocks 381, 1397 and 1398, and District Lot 137, Oyster District, Plan EPP29924	029-125-677	36.0 ha
Lot C, Blocks 381 and 1397, Oyster District, and Block 337, Bright District, Plan EPP29924	026-125-707	82.6 ha
Lot D, Block 1 and District Lot 2000, Bright and Oyster Districts, Plan EPP29924	029-125-766	27.1 ha
Lot E, Block 1398 and District Lot 126, Oyster District, Plan EPP29924	029-125-774	60.7 ha
District Lot 108, Oyster District, except that part shown outlined in red on Plan 323R and except Parts in Plans 47290 and VIP73133	000-877-921	6.12 ha*
District Lot 117, Oyster District, containing 40.25 acres more or less, as shown outlined in red on plan deposited under D.D. 36477-I	000-878-022	16.3 ha*
District Lot 122, Oyster District	000-877-794	15.3 ha*
District Lot 123, Oyster District, containing 35.55 acres more or less and shown outlined in red on plan deposited under DD 5419N	000-879-215	14.4 ha*
Block 1534, Oyster District, Plan EPP32779	029-173-884	0.342 ha
Block 1535, Oyster District, Plan EPP32780	029-173-892	0.283 ha
Block 1536, Oyster District, Plan EPP32780	029-173-906	0.365 ha
Total Area		286.0 ha
Less Area of Lot E Lying within Town of Ladysmith Boundary**		(3.1 ha)
Net Total Annexation Area		282.9 ha

Notes:

* Area derived from existing records and not confirmed by recent survey

** The existing boundary of the Town of Ladysmith is not coincident with the boundary of Lot E; therefore a portion of this lot already lies within the Town of Ladysmith jurisdictional boundaries.

A number of the parcels are original surveyed district lots wholly contained within the boundary extension area. However, in order to define the limit of the extension area along its western boundary, a subdivision of much larger parcels creates distinct parcels of land and separate indefeasible titles for inclusion in the boundary extension area. This subdivision was approved and is now registered in the Victoria Land Title Office as Plan EPP29924.

In addition to the original fee-simple parcels identified above, three portions of vacant, un-surveyed E&N land were identified in the vicinity of Tyee (Rocky) Creek. These parcels were excluded from the original surveys of District Lots 117 and 123, and Block 1398, and thus were still part of the original E&N land grant absolute fee title. A process to raise title to these parcels was undertaken, with the resulting Blocks 1534, 1535, and 1536 being defined on Plans EPP32779 and EPP32780.

All the subject parcels, except a small (3ha) portion already within the Town of Ladysmith, is currently located with the Cowichan Valley Regional District Electoral Areas G and H – 256 ha in Electoral Area H and 27 ha in Electoral Area G.

All the subject parcels are owned by TimberWest Forest | Limited. There is no other property owner involved in this boundary expansion application. There is no Crown parcels included in this application.

No portions of the subject parcels are located within the Agriculture land Reserve (ALR).

2.3 Local Roads

The proposed boundary extension area includes no existing local roads. Two existing town roads, Fourth Avenue to the north and Malone Road to the south, provide future access to the boundary extension area. Additionally, Christie Road links the property to the Inland Island Highway. Fourth Avenue, Malone Road, and Christie Road are classified as Urban Collectors.

3. PROCESS

3.1 Overview of the Boundary Extension and Land Use Planning Processes

Municipal boundary extension proposals are referred to the Ministry of Community and Rural Development. The process of developing, processing, and approving a boundary extension proposal typically includes six steps:

1. Proposal Development following Town Council Resolution
2. Proposal Submission to the Ministry of Community and Rural Development
3. Ministry Review
4. Municipal Electoral Approval
5. Provincial Approval
6. Implementation of Boundary Extension

Following the boundary extension approval process, a land use planning process will be carried out, with ongoing community engagement, to amend the Town's *Official Community Plan (OCP)* and zoning for the annexed land. This process will provide an opportunity to further define the policies, guidelines, and mix of community uses for the property.

3.2 Community Engagement

Couverdon has met with Ladysmith Council and Staff and present the concept of a municipal boundary extension in the northwest area of Ladysmith to include TimberWest lands. Council was supportive of seeing a community engagement process moving forward to involve residents and other stakeholders in the extension process.

In July 2011, Couverdon hosted a community open house at Eagles Hall. The purpose of the open house was to introduce the preliminary proposal to members of the community, introduce the Couverdon team, and give the public an opportunity to provide feedback. Members of the project team, including Couverdon, Sasaki Associates, and PGL Environmental Consultants, were present to describe the proposal and address the community's questions.

The team organized the open house as a series of 17 presentation boards which were placed around the perimeter of the room. The boards covered such topics as Couverdon's mission, the anticipated planning process, a principled approach to community growth, ecological conservation, and realization of community goals from Ladysmith's *Official Community Plan* and *Community Vision for a Sustainable West Coast Town*. The format of the event allowed visitors to view the boards and talk with project team members one-on-one in an informal setting.

A computer display at the conclusion of the board sequence introduced the community to the MyLadysmith interactive map and comment form on the online open house (www.ladysmithopenhouse.ca/MyLadysmith). Additionally, the team encouraged all attendees to fill out hard copy comment forms before departing.

Approximately 50 citizens attended the open house. The online open house continues to provide community access to presentation boards, media updates, and the MyLadysmith interactive map and survey.

In consultation with Town of Ladysmith staff, Couverdon proposes to host a follow-up community open house following submission of the boundary extension application.

3.3 First Nations Consultation and Support

As part of its engagement process, Couverdon has consulted with First Nations. Letters expressing support for the proposed boundary extension—as well as satisfaction with the Crown's, Town's, and Couverdon's respective consultation processes—have been provided by Cowichan Tribes, Halalt First Nation, Lake Cowichan First Nation, Lyackson First Nation, Penelakut Tribe, and Stz'uminus First Nation.

4. SUMMARY OF STUDY FINDINGS

4.1 Archaeology

Millennia Research Limited (Millennia) has carried out an Archaeological Overview Assessment (AOA) for the proposed boundary extension area, consistent with the British Columbia Impact Assessment Guidelines (British Columbia Archaeology Branch, 1998).

Millennia and a representative of Stz'uminus First Nation conducted a Preliminary Field Reconnaissance (PFR), based on the results of an in-office archeological potential assessment. The crew surveyed the project area by vehicle and on foot using much of the network of existing logging roads to access areas considered to have archaeological potential.

The team surveyed areas of archaeological potential as identified by the pre-field potential assessment. Additionally, they examined rocky outcrops, crests and bases of slopes, road cuts, and other exposures for the presence of rock shelters, burial cairns, rock art (petroglyphs and pictographs), rock alignments (petroforms) and lithic scatters. Due to the extent of logging activities within the project area, the likelihood of encountering culturally modified trees (CMTs) was minimal. Where observed, the team examined cedar and Douglas fir for cultural modification.

4.2 Environment

Pottinger Gaherty Environmental Consultants Ltd. (PGL) has conducted the first phase of environmental planning, including the review of existing data for the site and development of a preliminary understanding of the probable sensitive areas. PGL has been involved from the outset of the environmental planning process for the proposed boundary extension area, with a focus on identifying preliminary environmental sensitivities for consideration in conceptual land use planning.

PGL has completed a preliminary environmental sensitivities mapping exercise for the TimberWest lands. A sensitivities map is a tool to spatially identify the relative environmental values in a study area for the purpose of minimizing impacts through avoidance of valuable areas at an early planning stage. It is important to recognize that the map is at a coarse level of resolution; the boundaries are not exact and will require refinement as the design and approvals process requires a higher level of detail. As such, the mitigation of environmental impacts is best achieved with an ongoing interactive planning process that aligns with the steps of the development approvals process.

4.3 Servicing

R.F. Binnie & Associates (Binnie) has prepared a preliminary servicing design concept for the proposed boundary extension area. The concept includes connections to the Town's existing water and wastewater networks. The infrastructure planning process includes analysis of the downstream impacts to the Town's existing sanitary and water networks over the phased build-out of the extension area. Couverdon has retained the same consultants the Town uses to maintain their infrastructure models (water and sewer), and will be working with the respective infrastructure consultants to ensure there is a clear understanding of potential infrastructure upgrade requirements for which Couverdon would be responsible for. These studies are currently underway.

4.4 Transportation

Binnie and Associates has conducted a preliminary transportation planning review for the proposed boundary extension area. The transportation planning review includes a forecast of the site-generated vehicular traffic and estimate of its impacts on the existing road network. The planning review also proposes necessary on-street and off-street infrastructure improvements to support all modes of traffic.

4.5 Viewscapes

4.5.1 Annexation Lands:

Dunster & Associates has completed a viewscape analysis of the potential visibility of future development within the proposed boundary extension area. The study identified several locations within the Town and the boundary extension area. At each location, the team acquired a series of images to create a panorama of the viewscapes and recorded the latitude and longitude along with the compass bearing of the panoramic images. Using the existing LIDAR data, TimberWest prepared slope profiles in order to show which parts of the slopes were readily visible from afar.

Few parts of the boundary extension area are visible from within the Town. Similarly, beyond the Town boundaries, the boundary extension area lands are seldom visible, as other lands block the view.

Views from within the boundary extension area are variable and some will be local and short, while others will be more distant. Some of these views will be altered by the regenerating forest trees which may grow up and block distant views. Other views are currently blocked by standing timber, but if that is harvested, new views could be opened up to create very desirable viewscapes for residential uses.

4.5.2 Non-Annexed Lands

In addition to the above Couverdon has provided documentation of the potential visual impact of proposed TimberWest harvesting in forestry lands above the Town.

LADYSMITH BOUNDARY EXTENSION

Ladysmith, BC
September 2013



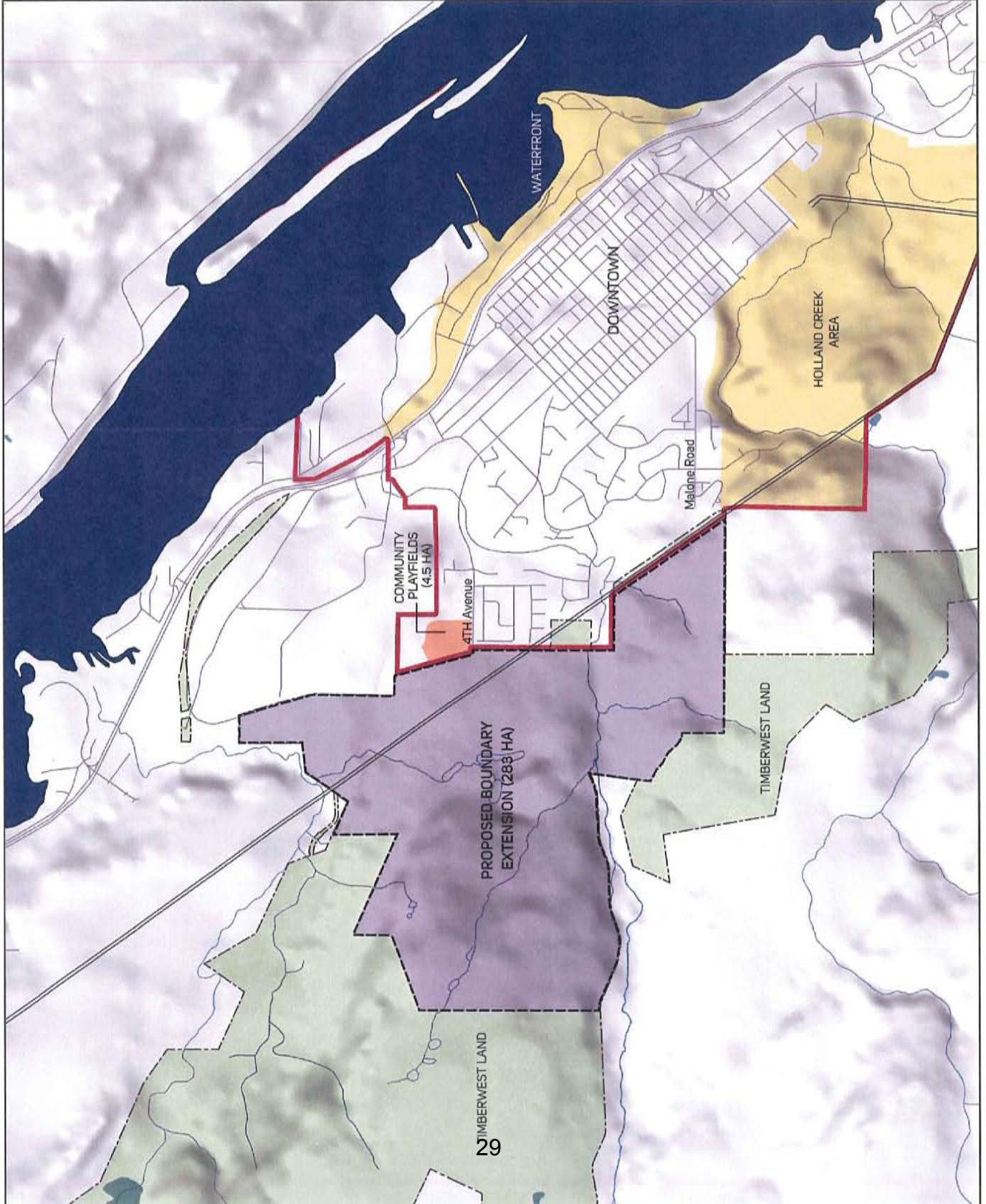
FIGURE 1
CONTEXT MAP

LEGEND

— Town of Ladysmith Boundary



S A S A K I



LADYSMITH BOUNDARY
EXTENSION

Ladysmith, BC
September 2013



FIGURE 2
AERIAL PHOTO

LEGEND

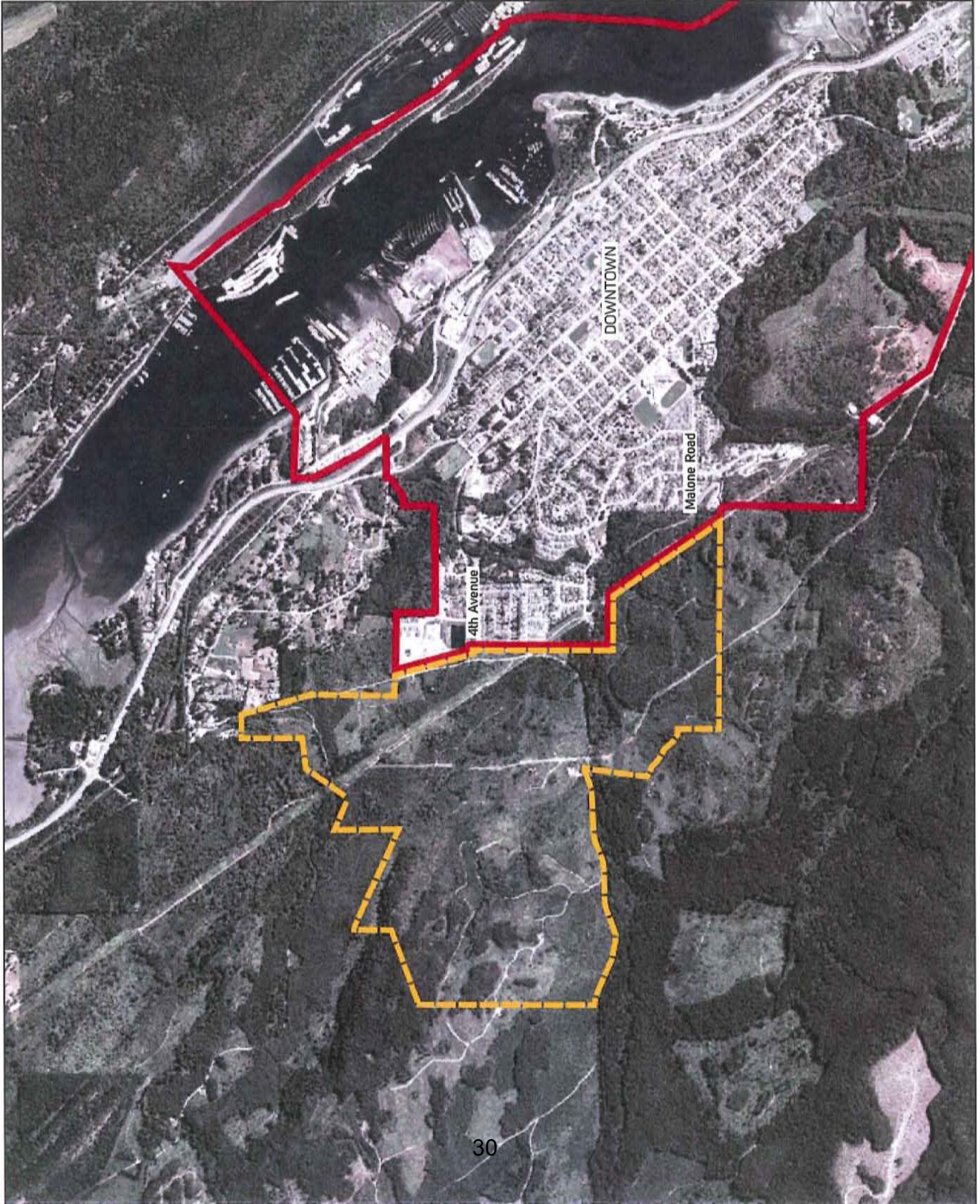
- Town of Ladysmith Boundary
- Proposed Boundary Extension



250 500 1,000 METERS

1/2 MILE

S A S A K I



PLAN SHOWING ANNEXATION OF COUVERDON LANDS BY THE TOWN OF LADYSMITH.

PARCEL	BOOK OF REFERENCE	AREA 0	AREA 1	AREA 2
LOT 1, BLOCK 5, DISTRICT 122, PLAN 1397	265.0 ha	265.0 ha	0.0 ha	0.0 ha
LOT 2, BLOCK 5, DISTRICT 122, PLAN 1397	265.0 ha	265.0 ha	0.0 ha	0.0 ha
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LEGEND

- DENOTES AREA TO BE ANNEXED WITH THE TOWN OF LADYSMITH.
- DENOTES EXISTING AREA WITH BOUNDARY.
- DENOTES TOWN OF LADYSMITH BOUNDARY.
- DENOTES AREA DERIVED FROM EXISTING RECORDS.

SCALE: 1:15,000

(ALL DIMENSIONS ARE IN METRES)

McElhanney
 McElhanney Consulting
 Services Ltd.
 1000 UNIVERSITY AVENUE, SUITE 100
 WILLOWDALE, ONTARIO M2H 3L3

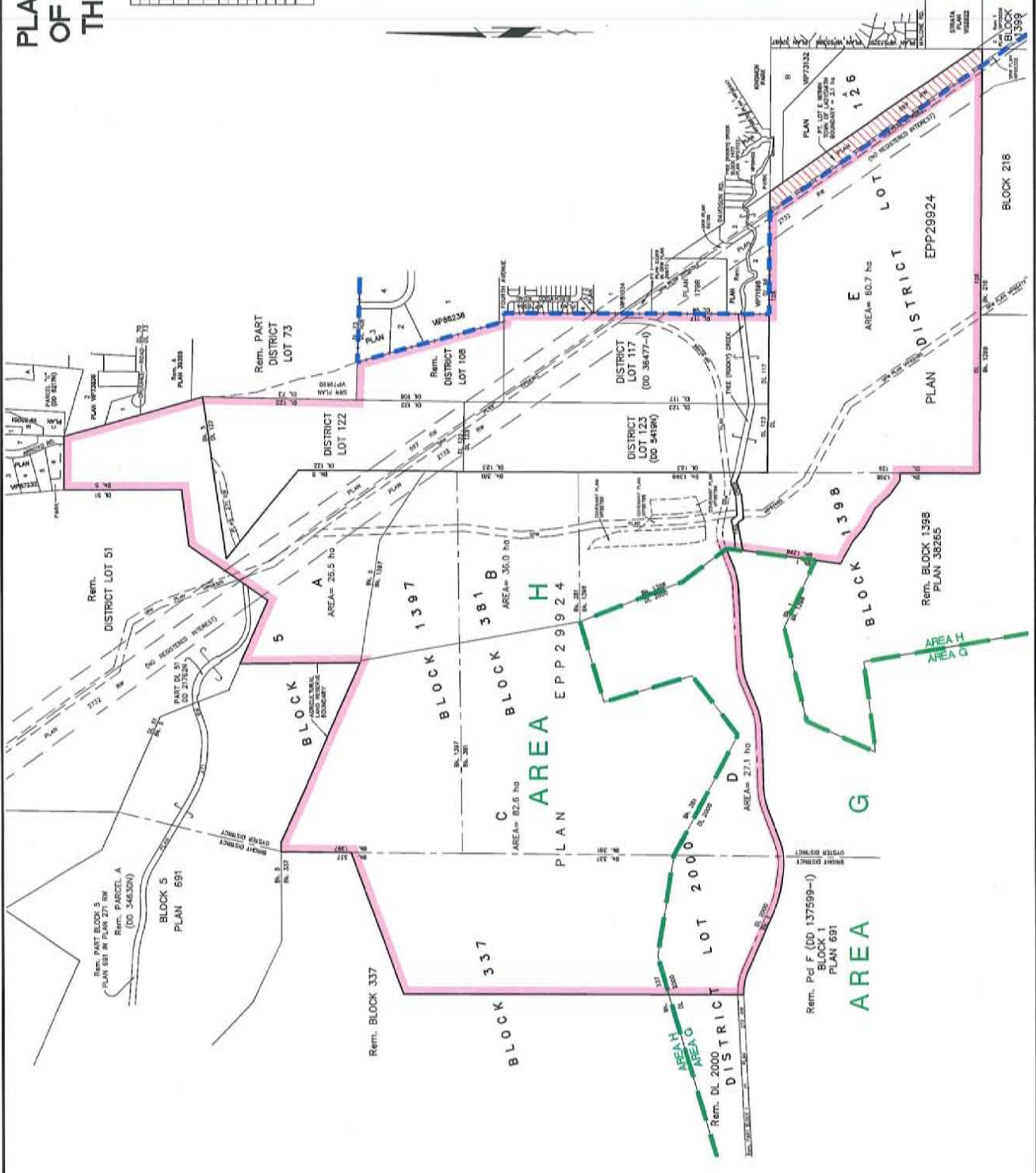
COUVERDON REAL ESTATE
 Clerk

LADYSMITH ANNEXATION

TOWN

Date: MAY 24, 2013
 Scale: 1:15000
 Drawn: VS
 Checked: MF

ACS Project No.
2232-70030-1
 Drawing No.
70030-1-SK1





Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: November 13, 2013
File No:

Re: Bill 14 – Workplace Bullying, Discrimination and Harassment Policy No. 07-2640-C

RECOMMENDATION(S):

That Workplace Bullying, Discrimination and Harassment Policy No. 07-2640-C dated November 1, 2013 be adopted as presented (replacing the existing Policy No. 07-2640-C dated June 3, 2002) and staff be directed to proceed with the training program currently underway.

PURPOSE:

The purpose of this staff report is to seek Council's support for the adoption of the proposed Workplace Bullying, Discrimination and Harassment Policy No. 07-2640-C which replaces the existing policy no. 07-2640-C dated June 3, 2002. The new policy satisfies the requirements outlined in Bill 14.

INTRODUCTION/BACKGROUND:

Bill 14, which addresses workplace bullying, discrimination and harassment, was introduced in May of 2012. Highlights of the legislation include:

- Section 5.1 now refers to “mental disorders” rather than “mental stress”
- The “acute reaction” and “sudden and unexpected” criteria have been removed, and coverage now extends to mental health disorders that are a reaction to one or more traumatic events
- A significant work-related stressor, including bullying or harassment, or a cumulative series of significant work-related stressors, may also result in a compensable mental disorder, provided the significant work-related stressor(s) is the predominant cause of the worker's mental health injury
- The worker's mental disorder must be diagnosed by a psychologist or psychiatrist (previously, a physician's diagnosis was sufficient)

As a follow-up to the above changes, WorkSafeBC's Board of Directors approved three new OHS workplace bullying and harassment policies to clarify the obligations of employers, workers and supervisors as to workplace bullying and harassment. These policies took effect on November 1, 2013. Employers are required to take reasonable steps to prevent and

address workplace bullying and harassment by November 1, 2013.

The Town of Ladysmith has completed the required training for staff and Council. Additional staff training regarding implementation of the policy will take place at the end of November in accordance with the legislation. It is now appropriate for Council to approve the attached policy which was developed by staff to meet the current Worksafe BC legislation.

SCOPE OF WORK:

Once Council approves the policy staff will ensure it is distributed to all departments and that follow-up training is provided.

ALTERNATIVES:

Implementation of the legislation is mandatory.

FINANCIAL IMPLICATIONS:

n/a

LEGAL IMPLICATIONS:

As noted above, the policy was developed in accordance with the legislation.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is anticipated that members of the public will not be impacted by the implementation of this policy as it is considered an internal policy. The policy ensures that the Town continues its commitment to creating and maintaining a work environment which is free of bullying, harassment and discrimination.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Once the policy is adopted, all Town departments are required to comply with the policy.

RESOURCE IMPLICATIONS:

No additional resources are required.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative aligns with strategic direction G – Supportive Corporate Governance (Optimize Staff Resources – Enhancement of Town’s OH&S Program).

SUMMARY:

In accordance with Bill 14 employers must take reasonable steps to prevent and address workplace bullying and harassment by November 1, 2013. Adoption of the attached Workplace Bullying, Discrimination and Harassment Policy No. 07-2640-C satisfies this requirement. Council's consideration of adopting the policy is requested.

I concur with the recommendation.



Ruth Malli
City Manager

ATTACHMENTS:

Workplace Bullying, Discrimination and Harassment Policy No. 07-2640-C



TOWN OF LADYSMITH
POLICIES AND PROCEDURE MANUAL

TOPIC: WORKPLACE BULLYING, HARASSMENT & DISCRIMINATION		
APPROVED BY:	Council	DATE:
RESOLUTION #:		
<i>(Amended)</i>		
<u>POLICY:</u>		
<p>It is the policy of the Town of Ladysmith (hereinafter called the Town) to provide every employee with a safe workplace. The Town is committed to creating and maintaining a work environment which is free of bullying, harassment and discrimination.</p>		
<u>Principles:</u>		
<p>All employees and/or volunteers of the Town have a responsibility to respect the dignity and human rights of their co-workers and the public they serve, as well as to expect compliance with the British Columbia Human Rights Act and Workers Compensation Act. The Town prohibits all bullying, harassment and discrimination in the workplace.</p>		
<p>This policy applies to all employees, management staff, elected officials, contractors, volunteers and members of the public in their dealing with the Town. In support of this policy, the Town will endeavour to educate and inform those persons under the direction of the Town of their rights and responsibilities.</p>		
<p>Appropriate disciplinary measures may be imposed against any person under the Town's direction for breach of this policy.</p>		
<u>Purpose:</u>		
<p>This policy has been developed in order to:</p>		
<ul style="list-style-type: none">• Demonstrate and promote the Town's commitment to human rights and equality issues.• Aid in the prevention of bullying, harassment and discrimination in the workplace.• Provide a standard and consistent process to address and resolve complaints.• Ensure that every complaint is regarded as a serious matter and dealt with in a confidential, objective and timely manner, while respecting the rights of all parties.		

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- Establish a basis upon which training can be provided for the purposes of:
 - promoting general awareness of human rights and equality issues
 - providing human rights information
 - teaching investigative techniques
- Ensure compliance with the British Columbia Human Rights Act and Workers Compensation Act.

Guidelines:

1. Policy Application

This policy shall not affect the Town's right to manage its business, direct its workforce or implement employment and performance practices. Complaints involving such issues shall be resolved through the union grievance process, as outlined in the collective agreement applicable to the Town's employees.

2. Definitions

PROHIBITED GROUNDS – refers to any of the following grounds:

- age
- race, colour, ancestry, national or ethnic origin
- criminal or summary conviction offense (that is unrelated to employment)
- political belief
- religion
- marital status
- family status
- disability
- sex (including sexual harassment and pregnancy)
- sexual orientation

WORKPLACE INCLUDES:

All locations where the business of the Town is conducted.

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<p>Other locations, provided the incident complained of impacts on work relationships, status or environment, including (but not limited to) unwelcome phone calls, messaging or visits to a person's home by a person under the direction of the Town.</p>		
DISCRIMINATION:		
<p>Discrimination relates to conduct based on, or motivated wholly or in part by any of the prohibited grounds contained in the British Columbia Human Rights Act and are illegal behaviours.</p>		
HARASSMENT:		
<p>Discrimination and harassment relate to conduct based on, or motivated wholly or in part by any of the grounds contained in the British Columbia Human Rights Act and are illegal behaviours.</p> <p>It is an offensive comment(s) and/or behavior that demean and belittle an individual and/or cause personal humiliation.</p>		
WORKPLACE BULLYING AND HARASSMENT		
<p>Is any action, conduct, comment, gesture or contact in the workplace, by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be;</p> <ul style="list-style-type: none"> • Humiliated or intimidated; • To be perceived as placing an improper condition on employment, benefits, training or promotional opportunities, work assignments or compensation; or • To create an environment that is hostile, intimidating or offensive. <p>Bullying and/or harassment may result from either one incident or a series of incidents and may be directed at either specific individuals or groups.</p> <p>Bullying and harassing behavior do not include:</p> <ul style="list-style-type: none"> • Expressing differences of opinion; • Offering constructive feedback, guidance or advice about work-related behavior; • Reasonable action taken by an employer or supervisor, relating to the 		

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<p>management and direction of workers, or the place of employment. (e.g. managing a workers performance, taking reasonably disciplinary actions, assigning work)</p> <p>PERSONAL HARASSMENT:</p> <p>It is behavior by any person under the direction of the Town which, on a reasonable basis, is personally offensive to another person and jeopardizes that person's job or undermines another person's position through intimidation, threats, blackmail, coercion or favouritism.</p> <p>It is an abuse of authority by any person under the direction of the Town which undermines another person's position through intimidation, threats, blackmail, coercion or favouritism</p> <p>SEXUAL HARASSMENT:</p> <p>This is defined as unwelcome behavior and/or comments of a sexual nature by any person under the direction of the Town, which detrimentally affects the working environment, such as creating an intimidating, hostile or offensive working environment.</p> <p>It can be an unwanted sexual advance which consists of an abuse of authority if this includes or implies a threat and/or reprisal which will adversely affect the complainant or have adverse job-related consequences after the sexual advance is rejected.</p> <p>3. Confidentiality</p> <p>In order to protect the privacy and reputation of all parties involved in a complaint, all information concerning a harassment complaint, up to and including the final decision, shall remain confidential, subject to the privacy rules of the Freedom of Information and Protection of Privacy Act or any other course of action available through common law or statute.</p> <p>No records of a complaint will be placed on the personnel file of a Respondent involved in a complaint unless the remedies involve disciplinary action.</p>		

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4. Responsibilities Under the Workers Compensation Act and Policies

4.1. Worker Duties (Workplace Bullying and Harassment D3-116-1)

A worker's obligation to take reasonable care to protect the health and safety of themselves or others includes:

- a. Not engaging in bullying or harassment of workers, other supervisors, the employer or persons acting on behalf of the employer; and
- b. Reporting if bullying and harassment is observed or experienced in the workplace(see Appendix A); and
- c. Applying and complying with the employer's policies and procedures on bullying and harassment.

4.2. Supervisor Duties (Workplace Bullying and Harassment D3-117-2)

A Supervisor's obligation to ensure the health and safety of workers includes:

- a. Not engaging in bullying and harassment of workers, other supervisors, the employer or persons acting on behalf of the employer; and
- b. Applying and complying with the employer's policies and procedures on bullying and harassment.

4.3. Employer Duties (Workplace Bullying and Harassment D3-115-2)

WorksafeBC considers that reasonable steps by an employer to prevent where possible or otherwise minimize, workplace bullying and harassment include the following:

- a. Developing a policy statement with respect to workplace bullying and harassment not being acceptable or tolerated.
- b. Taking steps to prevent where possible, or otherwise minimize, workplace bullying and harassment.
- c. Developing and implementing procedures for workers to report incidents or complaints of workplace bullying and harassment including how, when and to whom a worker should report incidents or complaints. Included must be procedures for a worker to report if the employer, supervisor or person acting on

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behalf of the employer, is the alleged bully and harasser.

- d. Developing and implementing procedures for how the employer will deal with incidents or complaints of workplace bullying and harassment including:
 - i. How and when investigations will be conducted;
 - ii. What will be included in the investigation;
 - iii. Roles and responsibilities of employers, supervisors, workers and others;
 - iv. Follow up to the investigation (description of corrective actions, timeframe, dealing with adverse symptoms etc.); and
 - v. Record keeping requirements.
- e. Informing workers of the policy statement in (a) and steps taken in (b);
- f. Training supervisors and workers on:
 - i. Recognizing the potential for bullying and harassment;
 - ii. Responding to bullying and harassment; and
 - iii. Procedures for reporting, and how the employer will deal with incidents or complaints of bullying and harassment in (c) and (d) respectively.
- g. Annually reviewing (a), (b), (c) and (d);
- h. Not engaging in bullying and harassment of workers and supervisors; and
- i. Applying and complying with the employer's policies and procedures on bullying and harassment.

4.4. Human Resources Department:

Will confidentially provide general advice and assistance to all parties to a complaint and provide specific guidance and direction to managers and supervisors in all matters relating to harassment and discrimination, including:

- informal problem solving
- complaint preparation
- mediation
- investigation
- corrective action

Will coordinate the Town's training and education process pursuant to this policy

4.5. Managers and Supervisors:

Are obliged by law to create and maintain a bullying and harassment-free workplace.

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<p>They are responsible for ensuring that harassment is not allowed, condoned or ignored and for dealing promptly and responsibly with a situation, once aware of the alleged harassment.</p> <p>ANY PERSON WHO HAS THE AUTHORITY TO PREVENT OR ADDRESS HARASSMENT MAY BE HELD RESPONSIBLE FOR FAILING TO DO SO.</p> <p>5. Bullying and Harassment Investigations</p> <p>Employees are encouraged to report all incidents of bullying and harassment without fear of reprisal.</p> <p>The Goals of the bullying and/or harassment investigation are to:</p> <ol style="list-style-type: none"> 1. Provide a fair process 2. Obtain all relevant information. 3. Make findings of fact. 4. Make a decision based on those facts. <p>Complainant:</p> <ul style="list-style-type: none"> • Refers to the individual who feels he/she is being bullied, harassed or discriminated against. • Has the right to confidential, timely and appropriate action being taken on his/her behalf. • Shall report the complaint within six (6) months of the incident, unless the delay incurred in good faith and no substantial prejudice will result to any person affected by the delay • Shall protect the privacy of the Respondent • Shall be advised of the remedy applied to the complaint. • Shall maintain confidentiality other than to process complaint. <p>Respondent:</p> <ul style="list-style-type: none"> • Refers to the person against whom the complaint is being lodged. • Has the right to a confidential, timely and unbiased investigation, with a full opportunity to respond to allegations. 		

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- Shall maintain confidentiality other than for the purposes of obtaining advice with respect to responding to the complaint.

Investigator(s):

- Will be a person(s), internal or external, with considerable expertise and experience investigating and resolving bullying and harassment complaints.
- Shall consist of one (1) management employee and one (1) bargaining unit employee.
- Alternate representation from management and the bargaining unit shall be appointed to serve as replacements for absent investigators.
- Shall initiate an investigation within three (3) working days of receiving a complaint
- Shall report their findings and recommendations to the Adjudicator within one (1) month of receiving the complaint.
- Has the authority, pursuant to this policy, to speak with anyone, request and review documents and enter any work locations that are relevant to the complaint.
- Will report the findings and recommendations to the Adjudicator.

Adjudicator:

- Shall be the Chief Administrative Officer of the Town and/or the Town's solicitor.
- Shall prepare and issue a final report within ten (10) working days of receiving the Investigators' recommendations.

The Investigation:

Individual interviews by the Investigators will be conducted with the:

- Complainant,
- Respondent, and
- Any and all witnesses.

The Investigators will conduct a review of evidence, including the interviews, relevant documents, phone messages, electronic evidence, other materials and/or correspondence.

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Investigations will:		
<ul style="list-style-type: none"> • be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances • be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations • be sensitive to the interests of all parties involved, and maintain confidentiality • be focused on finding facts and evidence, including interviews of the complainant, respondent, and any witnesses • incorporate, where appropriate, any need or request from the complainant or respondent for assistance during the investigation process 		
Results of the Investigation:		
The results of the investigation including facts and recommendations will be reported to the Adjudicator.		
Final Resolution:		
The Adjudicator will decide the matter and may require remedial action.		
Remedial Actions:		
Remedial actions may include but are not limited to:		
<ul style="list-style-type: none"> • Education and training • Review and modification of policies, procedures and practices. • Disciplinary action up to and including dismissal. • Continuous monitoring and follow-up. • Any other strategy designed to eliminate and/or prevent bullying, harassment and discrimination. 		
Program Documents:		
<ul style="list-style-type: none"> • Appendix A - Workplace, Bullying, Harassment and Discrimination Reporting Procedure. • Workplace, Bullying, Harassment and Discrimination Complaint Form • Workplace Bullying, Harassment and Discrimination Investigation Form • Investigation Guide 		

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<p>APPENDIX A Town of Ladysmith Workplace Bullying, Harassment and Discrimination Reporting Procedure</p> <p>If you feel you are experiencing bullying, harassment or discrimination: Say "NO" and do not ignore the behavior. If you can, immediately make the alleged harasser aware of your disapproval and/or discomfort with their comments, actions or behaviour.</p> <p>1. How to report Workers at the Town of Ladysmith can report incidents or complaints of workplace bullying and harassment verbally or in writing. When submitting a written complaint, please use the workplace bullying and harassment complaint form. When reporting verbally, the reporting contact, along with the complainant, will fill out the complaint form.</p> <p>2. When to report Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.</p> <p>3. Reporting contact Report any incidents or complaints to your supervisor, your Department Director or the Manager of Human Resources.</p> <p>4. Alternate reporting contact If the employer, the complainant's supervisor, or the reporting contact named in Step 3 is the person engaging in bullying and harassing behavior, contact another supervisor, director or the City Manager</p>		

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<p>5. What to include in a report Provide as much information as possible in the report, such as the names of people involved, witnesses, where the events occurred, when they occurred, and what behaviour and/or words led to the complaint. Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted.</p> <p>6. Annual review These reporting procedures will be reviewed on an annual basis. All workers will be provided with a copy.</p>	
Date created October 21, 2013	Annual review date October 21, 2014

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TOWN OF LADYSMITH
POLICIES AND PROCEDURE MANUAL

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<p>This policy applies to all employees, management staff, elected officials, contractors, volunteers and members of the public in their dealing with the Town. In support of this policy, the Town will endeavour to educate and inform those persons under the direction of the Town of their rights and responsibilities.</p>		
<p>Appropriate disciplinary measures may be imposed against any person under the Town's direction for breach of this policy.</p>		
<u>Purpose:</u>		
<p>This policy has been developed in order to:</p>		
<ul style="list-style-type: none">• Demonstrate and promote the Town's commitment to human rights and equality issues.• Aid in the prevention of bullying, harassment and discrimination in the workplace.• Provide a standard and consistent process to address and resolve complaints.• Ensure that every complaint is regarded as a serious matter and dealt with in a confidential, objective and timely manner, while respecting the rights of all parties.		

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<ul style="list-style-type: none"> • Establish a basis upon which training can be provided for the purposes of: <ul style="list-style-type: none"> • promoting general awareness of human rights and equality issues • providing human rights information • teaching investigative techniques • Ensure compliance with the British Columbia Human Rights Act and Workers Compensation Act. 		
<u>Guidelines:</u>		
1. Policy Application		
<p>This policy shall not affect the Town's right to manage its business, direct its workforce or implement employment and performance practices. Complaints involving such issues shall be resolved through the union grievance process, as outlined in the collective agreement applicable to the Town's employees.</p>		
2. Definitions		
<p>PROHIBITED GROUNDS – refers to any of the following grounds:</p> <ul style="list-style-type: none"> • age • race, colour, ancestry, national or ethnic origin • criminal or summary conviction offense (that is unrelated to employment) • political belief • religion • marital status • family status • disability • sex (including sexual harassment and pregnancy) • sexual orientation 		
WORKPLACE INCLUDES:		
<p>All locations where the business of the Town is conducted.</p>		

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<p>Other locations, provided the incident complained of impacts on work relationships, status or environment, including (but not limited to) unwelcome phone calls, messaging or visits to a person's home by a person under the direction of the Town.</p> <p>DISCRIMINATION:</p> <p>Discrimination relates to conduct based on, or motivated wholly or in part by any of the prohibited grounds contained in the British Columbia Human Rights Act and are illegal behaviours.</p> <p>HARASSMENT:</p> <p>Discrimination and harassment relate to conduct based on, or motivated wholly or in part by any of the grounds contained in the British Columbia Human Rights Act and are illegal behaviours.</p> <p>It is an offensive comment(s) and/or behavior that demean and belittle an individual and/or cause personal humiliation.</p> <p>WORKPLACE BULLYING AND HARASSMENT</p> <p>Is any action, conduct, comment, gesture or contact in the workplace, by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be;</p> <ul style="list-style-type: none"> • Humiliated or intimidated; • To be perceived as placing an improper condition on employment, benefits, training or promotional opportunities, work assignments or compensation; or • To create an environment that is hostile, intimidating or offensive. <p>Bullying and/or harassment may result from either one incident or a series of incidents and may be directed at either specific individuals or groups.</p> <p>Bullying and harassing behavior do not include:</p> <ul style="list-style-type: none"> • Expressing differences of opinion; • Offering constructive feedback, guidance or advice about work-related behavior; • Reasonable action taken by an employer or supervisor, relating to the 	

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4. Responsibilities Under the Workers Compensation Act and Policies

4.1. Worker Duties (Workplace Bullying and Harassment D3-116-1)

A worker's obligation to take reasonable care to protect the health and safety of themselves or others includes:

- a. Not engaging in bullying or harassment of workers, other supervisors, the employer or persons acting on behalf of the employer; and
- b. Reporting if bullying and harassment is observed or experienced in the workplace(see Appendix A); and
- c. Applying and complying with the employer's policies and procedures on bullying and harassment.

4.2. Supervisor Duties (Workplace Bullying and Harassment D3-117-2)

A Supervisor's obligation to ensure the health and safety of workers includes:

- a. Not engaging in bullying and harassment of workers, other supervisors, the employer or persons acting on behalf of the employer; and
- b. Applying and complying with the employer's policies and procedures on bullying and harassment.

4.3. Employer Duties (Workplace Bullying and Harassment D3-115-2)

WorksafeBC considers that reasonable steps by an employer to prevent where possible or otherwise minimize, workplace bullying and harassment include the following:

- a. Developing a policy statement with respect to workplace bullying and harassment not being acceptable or tolerated.
- b. Taking steps to prevent where possible, or otherwise minimize, workplace bullying and harassment.
- c. Developing and implementing procedures for workers to report incidents or complaints of workplace bullying and harassment including how, when and to whom a worker should report incidents or complaints. Included must be procedures for a worker to report if the employer, supervisor or person acting on

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<p>behalf of the employer, is the alleged bully and harasser.</p> <p>d. Developing and implementing procedures for how the employer will deal with incidents or complaints of workplace bullying and harassment including:</p> <ul style="list-style-type: none"> i. How and when investigations will be conducted; ii. What will be included in the investigation; iii. Roles and responsibilities of employers, supervisors, workers and others; iv. Follow up to the investigation (description of corrective actions, timeframe, dealing with adverse symptoms etc.); and v. Record keeping requirements. <p>e. Informing workers of the policy statement in (a) and steps taken in (b);</p> <p>f. Training supervisors and workers on:</p> <ul style="list-style-type: none"> i. Recognizing the potential for bullying and harassment; ii. Responding to bullying and harassment; and iii. Procedures for reporting, and how the employer will deal with incidents or complaints of bullying and harassment in (c) and (d) respectively. <p>g. Annually reviewing (a), (b), (c) and (d);</p> <p>h. Not engaging in bullying and harassment of workers and supervisors; and</p> <p>i. Applying and complying with the employer's policies and procedures on bullying and harassment.</p> <p>4.4. Human Resources Department:</p> <p>Will confidentially provide general advice and assistance to all parties to a complaint and provide specific guidance and direction to managers and supervisors in all matters relating to harassment and discrimination, including:</p> <ul style="list-style-type: none"> • informal problem solving • complaint preparation • mediation • investigation • corrective action <p>Will coordinate the Town's training and education process pursuant to this policy</p> <p>4.5. Managers and Supervisors:</p> <p>Are obliged by law to create and maintain a bullying and harassment-free workplace.</p>		

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They are responsible for ensuring that harassment is not allowed, condoned or ignored and for dealing promptly and responsibly with a situation, once aware of the alleged harassment.

ANY PERSON WHO HAS THE AUTHORITY TO PREVENT OR ADDRESS HARASSMENT MAY BE HELD RESPONSIBLE FOR FAILING TO DO SO.

5. Bullying and Harassment Investigations

Employees are encouraged to report all incidents of bullying and harassment without fear of reprisal.

The Goals of the bullying and/or harassment investigation are to:

1. Provide a fair process
2. Obtain all relevant information.
3. Make findings of fact.
4. Make a decision based on those facts.

Complainant:

- Refers to the individual who feels he/she is being bullied, harassed or discriminated against.
- Has the right to confidential, timely and appropriate action being taken on his/her behalf.
- Shall report the complaint within six (6) months of the incident, unless the delay incurred in good faith and no substantial prejudice will result to any person affected by the delay
- Shall protect the privacy of the Respondent
- Shall be advised of the remedy applied to the complaint.
- Shall maintain confidentiality other than to process complaint.

Respondent:

- Refers to the person against whom the complaint is being lodged.
- Has the right to a confidential, timely and unbiased investigation, with a full opportunity to respond to allegations.

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TOPIC: WORKPLACE BULLYING, HARASSMENT & DISCRIMINATION		
APPROVED BY:	Council	DATE:
RESOLUTION #:		
<i>(Amended)</i>		
<ul style="list-style-type: none"> • Shall maintain confidentiality other than for the purposes of obtaining advice with respect to responding to the complaint. 		
Investigator(s):		
<ul style="list-style-type: none"> • Will be a person(s), internal or external, with considerable expertise and experience investigating and resolving bullying and harassment complaints. • Shall consist of one (1) management employee and one (1) bargaining unit employee. • Alternate representation from management and the bargaining unit shall be appointed to serve as replacements for absent investigators. • Shall initiate an investigation within three (3) working days of receiving a complaint • Shall report their findings and recommendations to the Adjudicator within one (1) month of receiving the complaint. • Has the authority, pursuant to this policy, to speak with anyone, request and review documents and enter any work locations that are relevant to the complaint. • Will report the findings and recommendations to the Adjudicator. 		
Adjudicator:		
<ul style="list-style-type: none"> • Shall be the Chief Administrative Officer of the Town and/or the Town's solicitor. • Shall prepare and issue a final report within ten (10) working days of receiving the Investigators' recommendations. 		
The Investigation:		
Individual interviews by the Investigators will be conducted with the:		
<ul style="list-style-type: none"> • Complainant, • Respondent, and • Any and all witnesses. 		
The Investigators will conduct a review of evidence, including the interviews, relevant documents, phone messages, electronic evidence, other materials and/or correspondence.		

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TOPIC: WORKPLACE BULLYING, HARASSMENT & DISCRIMINATION		
APPROVED BY:	Council	DATE:
RESOLUTION #:		
<i>(Amended)</i>		
Investigations will:		
<ul style="list-style-type: none"> • be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances • be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations • be sensitive to the interests of all parties involved, and maintain confidentiality • be focused on finding facts and evidence, including interviews of the complainant, respondent, and any witnesses • incorporate, where appropriate, any need or request from the complainant or respondent for assistance during the investigation process 		
Results of the Investigation:		
The results of the investigation including facts and recommendations will be reported to the Adjudicator.		
Final Resolution:		
The Adjudicator will decide the matter and may require remedial action.		
Remedial Actions:		
Remedial actions may include but are not limited to:		
<ul style="list-style-type: none"> • Education and training • Review and modification of policies, procedures and practices. • Disciplinary action up to and including dismissal. • Continuous monitoring and follow-up. • Any other strategy designed to eliminate and/or prevent bullying, harassment and discrimination. 		
Program Documents:		
<ul style="list-style-type: none"> • Appendix A - Workplace, Bullying, Harassment and Discrimination Reporting Procedure. • Workplace, Bullying, Harassment and Discrimination Complaint Form • Workplace Bullying, Harassment and Discrimination Investigation Form • Investigation Guide 		

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TOPIC: WORKPLACE BULLYING, HARASSMENT & DISCRIMINATION

APPROVED BY: Council

DATE:

RESOLUTION #:

(Amended)

**APPENDIX A
Town of Ladysmith
Workplace Bullying, Harassment and
Discrimination Reporting Procedure**

If you feel you are experiencing bullying, harassment or discrimination:
Say **"NO"** and do not ignore the behavior. If you can, immediately make the alleged harasser aware of your disapproval and/or discomfort with their comments, actions or behaviour.

1. How to report

Workers at the Town of Ladysmith can report incidents or complaints of workplace bullying and harassment verbally or in writing. When submitting a written complaint, please use the workplace bullying and harassment complaint form. When reporting verbally, the reporting contact, along with the complainant, will fill out the complaint form.

2. When to report

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

3. Reporting contact

Report any incidents or complaints to your supervisor, your Department Director or the Manager of Human Resources.

4. Alternate reporting contact

If the employer, the complainant's supervisor, or the reporting contact named in Step 3 is the person engaging in bullying and harassing behavior, contact another supervisor, director or the City Manager

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TOPIC: WORKPLACE BULLYING, HARASSMENT & DISCRIMINATION	
APPROVED BY: Council	DATE:
RESOLUTION #:	
<i>(Amended)</i>	
<p>5. What to include in a report Provide as much information as possible in the report, such as the names of people involved, witnesses, where the events occurred, when they occurred, and what behaviour and/or words led to the complaint. Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted.</p> <p>6. Annual review These reporting procedures will be reviewed on an annual basis. All workers will be provided with a copy.</p>	
Date created October 21, 2013	Annual review date October 21, 2014

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Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: John Manson, Director of Infrastructure Services
Date: November 14, 2013
File No:

Re: Multi-Material BC (MMBC) Contract

RECOMMENDATION(S):

It is recommended that Council:

1. Authorize the signing of the draft agreement with Multi-Material BC (MMBC) (See Appendices "B" and "C") for the period of May 1, 2014 to March 31, 2015, with the following amendments to be submitted prior to the November 30, 2013 deadline;
 - a. Replace Section 12.1 (Insurance Requirements) with the version recommended by MIABC (Appendix "D");
 - b. Request a cap to be placed on the maximum penalty amount to 5% of the total available incentive payment per year;
 - c. Amend the late filing penalty from \$500/day to \$100/day;
 - d. Amend the allowable contamination rate to reflect current industry levels (agreement sets the maximum contamination rate at 3%, Town staff suggest 5% for the first year); and,
 - e. Remove the clause that allows a customer to provide their own container.
2. Should staff not be successful in making the above noted amendments to the draft contract, that the Mayor and City Manager negotiate a contract that incorporates as many amendments as possible.

PURPOSE:

The purpose of this staff report is to seek Council's approval to enter into a contract with MMBC to provide an incentive (payment) to the Town for the continued collection of recyclables in a fashion consistent with our current service.

INTRODUCTION/BACKGROUND:

British Columbia's Industry-led Product Stewardship programs require producers of designated products to take Extended Producer Responsibility (EPR) for the life cycle management of their products, including collection and recycling.

The Recycling Regulation, under authority of the *Environmental Management Act*, sets out the

requirements for Product Stewardship in B.C. Under new provincial legislation, effective May 1, 2014, industry is responsible for the collection and processing of paper and packaging (P&P) products brought into BC. Under the legislation, industry was expected to prepare a Stewardship Plan. A Plan was subsequently prepared by MMBC.

(from the MMBC Website:)

Multi-Material British Columbia (MMBC) is a not-for-profit agency established under the British Columbia Society Act. MMBC was formed to develop a stewardship plan for packaging and printed paper to meet the requirements of Schedule 5 of the Recycling Regulation.

MMBC is part of Canadian Stewardship Services Alliance Inc.'s (CSSA) family of recycling organizations. CSSA is a national, non-profit steward founded and owned organization established to harmonize packaging and printed paper stewardship programs across the country, providing consumers with better recycling options and stewards (the businesses that contribute to the cost of recycling programs) a seamless way to meet their stewardship obligations under a single administrative umbrella.

As part of MMBC's Stewardship Plan, Municipalities which currently (or plan to) operate curbside recycling pickup would be compensated for the cost of collection of P&P materials (substantially the same as the products currently collected by the Town through our curbside yellow bag recycling program, except that the new plan also allows for the pickup of glass).

The Town was asked earlier in the year to indicate its willingness to enter into an agreement with MMBC that provides for an 'incentive' (more accurately, a 'fee-for-service') that compensates the Town for providing the service. The intention is to pass along the cost of collection from the Municipality, through MMBC, to industry, who pay MMBC to provide this service. A similar arrangement of payment transfers is expected to apply to the processing of the recyclable material, except that the processor may not be a Municipality. The Town advised that we would look favourably towards entering into an agreement on appropriate terms to continue to provide this service.

As the Province is directing the implementation of the program by May 1, 2014, time is of the essence to complete all of the contracts and agreements necessary to bring the stewardship plan into effect. For this reason, the Town is being asked to sign an agreement with MMBC by the end of November, 2013.

MMBC is proposing an 11 month contract initially, effective May 1, 2014 to March 31, 2015. The Contract is in two parts, firstly, a "Master Services Agreement" (Appendix "B"), and a Schedule 2.1 - for Municipalities offering curbside collection (Appendix "C"). We understand that most if not all of the Municipalities received the same content in their draft agreements, except for Municipal collection data and volumes which will be unique to each Municipality. The agreement provides for the potential incentive payment to the Town, assuming 3,000 households, of \$32/household (\$96,000), plus an administration and public education incentive of \$3.25/household (\$9,750), for a total of \$105,750 per annum. The agreement also has provisions for bonuses for average collection weights in excess of 180kg/household/yr (our current weight is approximately \$155kgs/yr), and provides for penalties for average weights below 135 kg/household/annum.

As Council is aware, many Municipalities have expressed concern regarding both the timing, and the 'one sided' nature of the proposed MMBC agreement. This issue has been addressed by the Union of BC Municipalities (UBCM), who have formed a Committee to study the matter and report back to UBCM their findings. As part of this process, a survey was initiated recently that asked Municipalities a number of questions about the proposed arrangement with MMBC. The results of the survey are listed in Appendix "D". We are also enclosing a list of principle concerns identified by the Municipalities in Appendix "E". UBCM also wrote to the Minister of the Environment regarding the MMBC related issues, and the Minister replied in a letter dated October 25, 2013 (Appendix "F").

Like other smaller communities, the Town does not have adequate resources to undertake a complete analysis of all of the issues in this discussion. However, we have been able to negotiate a fairly short term contract. This will allow for a more complete review when the contract is renewed in April of 2015, as well as allow the parties time to gain experience in the new regulatory framework.

Staff are recommending that the Town request a number of amendments to the draft contract as follows:

- a) **Replace Section 12.1 (Insurance Requirements) with the version recommended by MIABC (Appendix "G").** Our Municipal Insurer, MIABC, is recommending a number of changes to the contract, in the insurance clause 12.2, which we understand that MMBC has agreed to in recent discussions. It would therefore be appropriate to include this change into our contract;
- b) **Request a cap be placed on the maximum penalty amount to 5% of the total available incentive payment per year.** The draft agreement provides for a 'fixed' maximum penalty of \$120,000. This may be an appropriate penalty for larger Municipalities, but we would like to see it expressed as a percentage. We are recommending a maximum penalty of 5%, at least for this initial contract;
- c) **Amend the late filing penalty from \$500/day to \$100/day.** Again, this would be more in keeping with the small scale of Ladysmith relative to the larger players;
- d) **Amend the allowable contamination rate to reflect current industry levels (agreement sets the maximum contamination rate at 3%).** As we do not process our recyclables at present, we do not know with certainty our present contamination rates. We are suggesting as a starting point a maximum contamination rate of 5%, until such time as we can establish actual contamination rates;
- e) **Remove the clause that allows a customer to provide their own container.** Staff are recommending that this clause be taken out of the contract as it restricts the type of services that can be provided in the future.

Council may also wish to add other amendments to the proposed contract.

Should Council wish to direct staff to incorporate the above noted amendments to the contract, staff will formally contact MMBC to seek these changes. In the event that we are not successful in making the changes, we would ask Council to consider directing the Mayor and City Manager to negotiate the Agreement to the best of our ability prior to the November 31, 2013 deadline for signature.

SCOPE OF WORK:

The scope of work is restricted to the agreement between the Town and MMBC to provide for the collection of recyclable materials in compliance with the Provincial Recycling Regulation, between the period May 1, 2014 to March 31, 2015.

ALTERNATIVES:

Council could direct that staff NOT sign the agreement. The Town would not be in a position to receive the MMBC incentive payment. MMBC would then take on the responsibility of the collection of recyclables in Ladysmith should the Town discontinue service.

Council could direct staff to sign the agreement without any amendments.

FINANCIAL IMPLICATIONS:

The Town will not be able to receive the \$100k+ incentive payment from MMBC unless an agreement is executed by November 30, 2013, for the period May 1, 2014 to March 31, 2015. It is not known when we would be in a position to sign a future agreement with MMBC if we do not sign the agreement at this time, as they have not provided us with that information. It would be very unlikely that we would receive the incentive for at least one year if the agreement is not signed by the November 30th deadline, due to the constraints of the Provincial Recycling Legislation which is set to come into effect May 1, 2014.

The overall effect of this incentive is likely going to be reduction in user rates for the solid waste service. Currently, the single family solid waste collection fee is \$168 annually – this could be reduced approximately 25% should the Town enter into the agreement with MMBC.

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

While the intent of the transition to Industry-led Product Stewardship programs for Paper and Packaging is to have the transition of primary financial responsibility move from the taxpayer (through the collection of our solid waste collection fees) to industry, it will likely take some time to see this transition occur. These incentive programs will also provide the Town with the opportunity to evaluate the current method of service delivery, and potentially allow the Town to provide enhanced service levels without a corresponding increase in user rates. This will be the subject of a subsequent Council Report.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The MMBC agreement requires a monitoring component to verify compliance with the terms of the agreement. This will be undertaken by staff in the Engineering and Finance Departments.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This initiative will assist the Town is achieving its “Innovative Infrastructure” sustainability goal.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative will assist the Town is achieving its “Enhanced Standard of Infrastructure” Strategic Priority.

SUMMARY:

Multi-Material BC (MMBC) is offering the Town an incentive contract to collect at curbside recyclable materials. Should the Town execute a contract with MMBC by the end of November, 2013, the Town will be eligible to receive incentives of approx. \$105,000 per year under the program, which could be used to either reduce the future years solid waste collection fees for residential single family collection, or could alternatively be used to provide an enhanced level of solid waste collection service in the future.

I concur with the recommendation.

Ruth Mall, City Manager

ATTACHMENTS:

- Appendix “A” – MOE Recycling Regulations Overview
- Appendix “B” – MMBC Master Service Agreement Draft
- Appendix “C” – MMBC Schedule 2.1 (a) [Ladysmith Rates]
- Appendix “D” – UBCM Survey Results
- Appendix “E” – UBCM List of Agreement Concerns
- Appendix “F” – Letter from Minister Maclsaac dated Oct 25, 2013

Recycling Regulation Guide



April, 2012

Environmental Protection Division

MMBC Contract Report Appendix A

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Recycling Regulation Guide

Background

The Recycling Regulation (the "Regulation") was enacted in 2004 replacing previous regulations dating back to 1971. The Regulation, under the authority of the *Environmental Management Act*, provides a single results-based framework that provides producers with the flexibility to design product stewardship programs that work best for their businesses. The Regulation includes core requirements applying to all producers and programs for each product category with an emphasis on environmental outcomes and program performance. The Regulation requires product producers to establish targets and report on performance such as the amount of product sold versus collected, the number and distribution of collection facilities, and consistency with the pollution prevention hierarchy. The regulation may be expanded to include a new product category through the addition of a schedule for that product or material. The product categories are broad and can include a large number of varied products. The Electronic and Electrical Product Category, for example, includes such diverse items as computers, small appliances, power tools, cell phones, batteries and light bulbs.

Producers and consumers assume this responsibility within a framework characterized by:

Producer/User Responsibility

- Responsibility for the management of products is shifted from general taxpayers to producers and users.
- Responsibility is not shifted to other levels of government without consent.

Level Playing Field

- All brand-owners for a particular product category are subject to the same stewardship responsibilities.
- All consumers have reasonable access to product collection facilities.

Results-based

- Programs focus on results and provide brand-owners with flexibility to determine the most cost-effective means of achieving the desired outcomes with minimum government involvement.
- Product categories are clearly defined to simplify compliance and enforcement and ensure common understanding among program participants.
- Programs are tailored for individual products and encourage continued innovation by producers to minimize environmental impacts during all stages of the product lifecycle.

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Transparency and Accountability

- Program development process is open and provides the opportunity for input to all stakeholders.
- Industry is accountable to both government and consumers for environmental outcomes and allocation of revenue from fees.

Purpose

The purpose of this document is to provide potential, new and existing producers with direction and assistance on meeting their obligations under the Regulation. The Recycling Regulation Guide (the "Guide") does not take precedence over the Recycling Regulation, *Environmental Management Act* or any other legislation.

In addition to the definitions in the Regulation, Appendix A provides a glossary of words or terms used in this document. The terms "part", "section" or "schedule" refer to the Regulation, including a section or schedule number. "Plan" refers to Product Stewardship Plan.

Part A. Roles and Responsibilities

What is Extended Producer Responsibility in British Columbia?

Extended Producer Responsibility (EPR) is a management system based on industry and consumers taking life-cycle responsibility for the products they produce and use. In British Columbia, producers of regulated products are required to manage Industry-led Product Stewardship Programs that include collection and recycling. By regulating industry stewardship responsibility the provincial government has moved away from government-managed and taxpayer-financed waste management programs.

Who is the producer?

The producer is typically the product manufacturer, distributor or brand-owner. The producer could also be an importer, broker or retailer who sells the product directly to a consumer or imports and uses the product in a commercial enterprise and includes catalogue or Internet transactions. The definition of a "producer" is provided in section 1 of the Regulation.

What are a producer's basic obligations?

A producer must either have an approved Product Stewardship Plan under Part 2 of the Regulation and comply with the plan or comply with Part 3, to use in a commercial enterprise, offer for sale, sell or distribute a regulated product in British Columbia (Part 1, section 2). If the producer chooses to comply with Part 3, they must notify the director in writing of their intention to meet the requirements of this part by the deadlines specified in the related product schedule.

The Regulation provides producers the option of appointing an agency to carry out their duties under an approved product stewardship plan. If a producer chooses to appoint an agency, the producer must notify the agency in writing before the agency begins to carry out the duties of the producer and specify the duties under Part 2 that the agency will perform on behalf of the producer.

At the request of the Director, the agency must provide:

1. A list of the producers the agency represents.
2. A copy of the producer's appointment letter.

What is an agency?

A producer may appoint an agency to undertake their duties that include, but are not limited to, preparing a plan, implementing and managing a program and reporting on performance. Producers have found that creating a new agency or joining an existing stewardship agency can be a cost-effective and efficient way to meet their obligations under the Regulation. The producers remain the obligated party regardless of the agency structure.

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The agency must (refer to section 2):

1. Confirm the duties that the agency will perform on behalf of each producer and comply with the approved product stewardship plan.
2. Notify the producer(s) of any alleged non-compliance, ticket, charge or conviction.

Who decides the design of the agency?

The governance structure, management of program costs, and operational systems of an agency are determined by the producers as members of the agency. It is recommended that producers consider multi-stakeholder representation on the Board of Directors of the agency, such as consumer groups, environmental non-government organizations (ENGOS), local governments, etc.

Consideration might be given to the establishment of an ongoing stakeholder advisory process, such as a standing stakeholder advisory committee to the Board, as part of the accountability and transparency structure of the organization. Standing advisory committees are ways in which stakeholders with vested interests (e.g., commercial interests) could be included without having a decision-making role on the Board.

For further guidance on establishing such agencies, Environment Canada has published a Producer Responsibility Organization Manual titled: *Guidance Manual for Establishing, Maintaining and Improving Producer Responsibility Organizations in Canada*, which can be found on the Ministry's website at www.env.gov.bc.ca/epd/recycling/resources/reports/pdf/pro_eng.pdf.

How do I fund the program?

Stewardship program funding is the producers' responsibility. Producers who choose to fund their stewardship program with a visible fee charged to the consumer must submit an independently audited financial statement to the Ministry as part of their annual report.

What is the role of the provincial government?

To ensure environment outcomes and regulatory requirements are met, the Ministry reviews and approves stewardship plans and annual reports, provides assistance to producers in understanding the requirements of the Regulation through documents such as this one, and conducts compliance and enforcement actions where necessary.

The *Ministry of Environment (MoE) Industry Product Stewardship Compliance Strategy* lays out a framework for compliance and enforcement activities under the Recycling Regulation. A copy of this document can be found at:

<http://www.env.gov.bc.ca/epd/recycling/guide/pdf/ips-compliance-strategy-july2010.pdf>

The Ministry prefers that producers in compliance with the Regulation, or their stewardship agency,

MMBC Contract Report Appendix A

make the first effort in encouraging non-compliant producers to meet their regulatory obligations. After unsuccessful attempts, the producer(s) or their agency may refer the situation to the Ministry for compliance action.

What is the role of local governments?

Local governments, possibly through a stakeholder advisory committee, may participate in or assist a product stewardship program by:

- providing input during the consultation phase on draft Product Stewardship Plans;
- providing facilities or operational services as a service provider at a landfill or other local site for product collection or processing;
- helping to inform the public that the stewardship program is available;
- assisting the producer or agency with local land use and business licence issues relating to collection and processing facilities;
- imposing landfill disposal bans on regulated products; and
- providing input on the operations of product stewardship programs.

What is the role of retailers?

A retailer may be a producer such as a brand-owner, as defined in the Regulation, and have a duty to comply as a producer. Retailers of certain products may also have obligations as defined in an approved stewardship plan or in the Regulation such as the beverage container deposit-refund system.

Even if not identified in the Regulation, retailers are important stakeholders. Producers should ensure that retailers are correctly informed about their program and can inform consumers of:

- the existence of the stewardship program;
- the location of the nearest collection point for the product;
- any deposits charged and refunds available in accordance with the Regulation;
- any fee collected as a part of the stewardship program; and
- the fact that producer fees are not government taxes.

Part B. Developing a Product Stewardship Plan

The Regulation provides a framework for establishing industry-led product stewardship programs. Schedules for specific product categories can be added to the Regulation, each with unique requirements. The basic components required in a stewardship plan are specified in section 5 of the Regulation. This portion of the Guide provides examples, resources and tools a producer may use in developing a plan.

How do I prepare a product stewardship plan?

Basic plan considerations are described in this guide. Producers should ensure that the plan addresses all elements outlined in section 5 of the Regulation. Producers are encouraged to make their stewardship plan public and post it on the internet as a transparency provision prior to and during stakeholder consultations. The plan must be submitted to the Ministry on or before the date set out in the applicable schedule of the Regulation.

When do I submit/implement the plan?

Before a producer uses, distributes or sells a regulated product in BC, the producer must have an approved plan, join an agency with an approved plan, or comply with Part 3 of the Regulation.

For new product categories added to the Regulation, transition provisions will be provided outlining the date by which plans must be submitted to the director and the program's implementation date.

Every five years the producer must review its approved plan and submit any amendments or advise the director in writing that the approved plan does not require changes as per section 6. The Ministry's expectation is that producers will conduct stakeholder consultations based on a review of their previous five year program performance and any new proposed program amendments.

What happens if my plan is not submitted by the required date?

If a producer has not submitted a plan or joined an existing agency with an approved plan by the required date for a new product category, the producer is immediately subject to and must comply with Part 3 in the Regulation and must notify the Director of their intent to do so. If the producer does not comply with Part 3, or is excluded from this option under the Regulation, then the producer is in non-compliance with the Regulation.

What must I include in a stewardship plan?

The minimum requirements for the content of a stewardship plan are outlined in section 5 of the Regulation.

Topic headings for a stewardship plan should include:

1. Appointment of an agency (if applicable)
2. Stakeholder consultation
3. Collection system and consumer access
 - Recovery rate
4. Consumer awareness
5. Management of program costs
6. Management of environmental impacts
7. Dispute resolution
8. Performance Measurement Summary table

Include details regarding program performance measurement and targets under each of the relevant topic headings and provide a performance measurement summary table (refer to Appendix B). Consideration should be given to writing a clear and concise plan in under 15 pages.

How do I conduct a satisfactory consultation process?

Conducting a satisfactory consultation process is an essential part of developing and operating a stewardship program. As detailed in section 5(b) of the Regulation, the producer must undertake satisfactory consultation with stakeholders prior to submitting the plan for approval and provide an opportunity for stakeholder input in the implementation and operation of the product stewardship program.

A stakeholder is generally considered a person or organization whose interests will potentially be or are affected by the provisions of a proposed plan or the operation of an existing plan. Stakeholders include: consumers, retailers, service providers, brand-owners, producers, local governments, public interest groups, First Nations, or any other person or class of persons whose interests, in the opinion of the director, are or will be affected.

The Ministry considers the following principles key to a satisfactory consultation process:

- stakeholder involvement begins at the design of the consultation plan;
- the consultation process engages a cross-section of the stakeholder group, including:
 - industry affected by or with an interest in the operation of the stewardship plan (retailers, service providers, brand-owners)
 - local government representatives
 - public interest groups

MMBC Contract Report Appendix A

- members of the public and/or consumers that will make use of the stewardship program
- stakeholders are provided with effective and timely notice of consultation opportunities;
- stakeholders are able to determine the implications to their interests by reading the wording in a document that is the subject of the consultation;
- stakeholders are provided with sufficient time to respond to draft documents;
- the process for reviewing responses is open and responders are advised on how their responses were addressed; and
- proceedings and results of activities that are part of the consultation process are properly documented and available for public review.

Some examples of consultation mechanisms include regional meetings, e-mail, an interactive website, and webinars. The ministry recommends:

- web based posting of the draft stewardship plan for a minimum of 45 days; and
- four public meetings held throughout the province giving stakeholders the opportunity to provide face to face feedback.

Alternative consultation options such as web-based seminars may be considered. Consult with the Ministry to ensure options meet with the Ministry's expectations.

A consultation summary document should be included as an appendix to the stewardship plan. This will outline what was heard and how the plan will or will not address these comments or issues, when and where the meetings (webinars) were hosted, the number of people that attended, and who they were (e.g., industry, public, NGO's, etc).

What is an appropriate performance measurement framework for my stewardship program?

The regulatory framework of the Regulation requires that producers provide measurable results that demonstrate their program's performance. Producers will need to define their program's desired objectives and outcomes and select performance measures that can be used to evaluate the achievement of these goals.

When designing a performance measurement framework with a core suite of performance indicators, consider researching and reviewing current measurement practices, consulting with representatives from other stewardship programs and utilizing an external consultant or auditor. Performance information should be reviewed to ensure the right data is collected and reported in a way that can provide for third party verification of financial and certain non-financial information in annual reports and can be easily interpreted by the Ministry and stakeholders.

The Ministry considers that good performance indicators are:

- Representative of performance.

MMBC Contract Report Appendix A

- Easily communicated and understood by stakeholders.
- Based on accessible, reliable and accurate data that is verifiable by a third party.
- Cost effective: The costs and collection effort associated with selected performance measures should be proportionate to the informational value they provide.
- Consistent over time and facilitate fair cross-program comparisons by using generally accepted measurement methodology.

Under each topic heading of the stewardship plan, where relevant, clearly identify key performance indicators and multi-year performance targets. Provide rationale describing how each indicator and corresponding target(s) will demonstrate the achievement of performance objectives (i.e.: What is the performance indicator meant to gauge?); briefly explain what is measured and/or provide the calculation; and if applicable, acknowledge any limitations in using a particular indicator.

The total number of performance indicators chosen to track and report on should be adequate to demonstrate overall program performance. In some cases, relevant data needed to select indicators or set program targets may not be available during program implementation (e.g., estimates of what is available for collection, units sold in BC, or consumer awareness levels). New programs may propose baseline or interim performance measures and targets and, if approved, report on these metrics until core performance indicators and targets can be identified.

The director may require specific performance measures when approving the stewardship plan.

Refer to Appendix B and Environment Canada's, *Performance Measurement and Reporting for Extended Producer Responsibility Programs: Reporting Guidance Document*

www.env.gov.bc.ca/epd/recycling/guide/pdf/extend-prod-pm-report.pdf

What might I consider when designing a collection system?

The Regulation requires that the stewardship plan adequately provides for the producer to collect and pay the costs of recycling and managing products within the product category covered by the plan. The Regulation also requires the plan to provide for reasonable and free consumer access to collection facilities throughout B.C.

The collection system design should consider and prioritize the degree of hazard presented by the product. For example, products that are considered hazardous should be handled differently from non-hazardous products such as beverage containers. The producer should refer to the B.C. Hazardous Waste Regulation for hazardous waste products and all other applicable legislation.

Producers may partner across product categories to share existing collection systems. Service providers may be interested in developing new, or expanding existing, multi-material collection facilities. Producers should consult with regional or local governments to determine the most effective collection system for specific areas.

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How do I set a recovery rate?

Depending on the nature of the product, a producer must either report on the “recovery rate” of a product as defined in the Regulation or a measure or combination of measures that provides an assessment of the program in terms of its success in collecting and appropriately managing the product. Generally, a recovery rate should be a measurement of what is collected over what is sold. For consumable products, the producer should develop a metric to estimate the amount of product available for collection and provide rationalization for product that is not collected. For products with a long lag time between purchase and collection by a product stewardship program, product appropriate recovery targets will need to be set. Examples are provided in Appendix B.

The general trend over a 3 to 5 year period should demonstrate continuous improvement in performance.

What should my consumer awareness program include?

An effective consumer education program will make consumers or the target audience aware of the stewardship program and its benefits, the location of collection facilities and how to manage products in a safe manner. Consideration should be given to developing program specific and collaborative communications tools, such as a web site, call-in service/province-wide hotline, participating in municipal calendars, brochures, posters, signage, and advertisements in languages suited to local demographics.

A producer or agency might consider conducting market research to identify baseline measures, target audiences and key messages relevant to its program. Some stewardship agencies regularly conduct studies or commission polls to assist them in developing relevant messages and identifying suitable distribution channels for target audiences. Consideration might be given to utilizing the services of community-based organizations for assistance with designing and distributing information and key messages.

Producers need to engage with retailers and adequately inform them of their stewardship program including information to correctly answer questions regarding visible fees, the safe handling of products, and the location of collection facilities.

To evaluate the effectiveness of communications strategies, a performance measurement might include a benchmark and follow-up studies that demonstrate the level of consumer awareness about the program.

How can producers improve product life cycle management?

The Regulation requires that the plan adequately provide for eliminating or reducing the environmental impacts of a product throughout the product’s life cycle. This includes changes in product design (Design

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for the Environment); material use; recycled content; recyclability; resource, water and energy inputs; and stewardship program operations.

What is the pollution prevention hierarchy?

The stewardship plan must adequately provide for the management of the product in adherence to the order of preference in the pollution prevention hierarchy. This means that pollution prevention is not undertaken at one level unless or until all feasible opportunities for pollution prevention at a higher level have been undertaken. The stewardship plan should specify the performance targets for how much of a product, or which components of the product, will be managed at each level of the hierarchy.

Below are some questions related to the pollution prevention hierarchy that a producer may use as examples to consider and address in the stewardship plan and provide an update in each annual report:

- a) Reduce environmental impact of product production by eliminating toxic components or increasing energy and resource efficiency
 - Are there toxic materials used and released to the environment in the manufacturing process? Can these be eliminated by changing the manufacturing process or finding alternatives?
 - Are there any pollutants or chemicals used and released during the manufacturing process, during normal use of the product by consumers, or during the end-of-life management of the product? Can these be eliminated by changing the manufacturing process or finding alternatives?
 - Are there opportunities to increase the efficiency of material, energy and water use in the manufacturing process?
 - Are there opportunities to reduce the amount of greenhouse gas emissions during the manufacturing process?
 - Are there opportunities to increase the amount of renewable energy and recycled materials and decrease the amount of non-renewable energy and primary resources used in the manufacturing process?
- b) Redesign the product to improve reusability or recyclability
 - Can the product be designed so that it can be reused as is or easily upgraded by changing only necessary components or can it easily be disassembled so that its components can be profitably reused? Are there examples where such products are reusable?
- c) Eliminate or reduce the generation of unused portions of a product that is consumable
 - Can the product be packaged and marketed to reduce the amount of residual product/packaging that is generated?
 - Can product components that are not reusable or recyclable be eliminated or redesigned (e.g., use of flame retardant in plastics)?
- d) Re-use the product
 - Describe efforts made to ensure products are re-used.
- e) Recycle the product

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- If the product is not suitable for reuse, can it be easily and completely recycled? If not, can it be designed to be more easily recycled?
- f) Recover material or energy from the product
- g) Otherwise dispose of the waste in compliance with the Act
 - Identify the percentage of material that is disposed of and describe any efforts to process materials at a higher level in the hierarchy.

The order of the hierarchy is based on the principles of prevention and precaution and also on the following considerations:

- Actions taken at higher levels of the hierarchy can eliminate or reduce the environmental management costs of actions at lower levels. Redesigning a product to promote reuse or to reduce the recycling costs are examples of this.
- The environmental impacts of an activity at one level of the hierarchy are less than the environmental impacts of an activity at a lower level of the hierarchy. For example, reuse and, to a lesser degree recycling, reduce the environmental impact of extracting and processing primary resources, and use of recycled material reduces the energy cost of manufacturing new product.
- Adherence to the highest level of performance under the hierarchy can encourage innovation and investment to improve the capability and competitiveness of industry.

The application of the hierarchy should be assessed at the product-specific level for its reuse potential as early in the collection process as needed. For instance, “reuse” may apply to a whole product, such as glass beverage containers, or to a portion of the collected product, such as electronic components. The producer should include as many product management options in the assessment as possible.

To determine whether “all feasible opportunities for pollution prevention at a higher level have been undertaken” as stated in section 5 of the Regulation, the producer should review opportunities for improvement and validate analysis.

The hierarchy is a general principle, and may not hold in all applications. Departures from the hierarchy may be justified, if based on a properly designed life cycle analysis.

What dispute resolution procedure should I use?

The producer is responsible for designing an appropriate dispute resolution procedure for disputes arising from the implementation and operation of the stewardship plan. This will be reviewed by stakeholders during the plan development process. While not specified in the Regulation, the Ministry encourages producers to establish a procedure for dealing with complaints or concerns on the part of consumers, local governments, retailers and non-commercial stakeholders.

For information on dispute resolution resources, visit the Ministry of Attorney General’s Dispute Resolution Office website at www.ag.gov.bc.ca/dro/.

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Consideration should be given to the following principles:

- **Access:** that appropriate options for preventing conflicts and resolving them at every stage of a dispute be available and easily accessible.
- **Community Participation:** that conflict resolution resources exist within various communities and that these communities, in appropriate circumstances, assume an active role in resolving disputes.
- **Individual Satisfaction:** that dispute resolution options maximize individual involvement and satisfaction with the process.
- **Equality:** that dispute resolution processes be structured to balance power inequities between the parties.
- **Quality of Resolutions:** that settlements be fair and equitable and parties honour them.
- **Efficiency:** that dispute resolution options:
 - be well-matched to the dispute;
 - be cost-effective; and
 - minimize delay in reaching resolution.
- **Awareness:**
 - that the public be aware of alternative dispute resolution options; and
 - that individuals understand how co-operative approaches to dispute resolution work.

Part C. Annual Reporting

Producers are required to submit an annual report to the director by July 1st each year and to post a copy of the report on their website. An agency may provide one report for each approved plan on behalf of its member producers. The ministry requests that you submit a printed copy for review and filing purposes as well as a digital copy for posting to the Ministry website. The Regulation provides the minimum requirements for an annual report that documents how a producer has met all regulatory requirements, including those set by the Director and commitments made in the stewardship plan. Along with the annual report, producers must submit reasonable assurance opinion from a third party on non-financial information and an independently audited financial statement if a fee or charge is applied at the point of sale to fund the stewardship program.

If the annual report is based on best management practices in the general industry or on industry trends, the agency should make reasonable efforts to indicate which or how many producers have adopted or endorsed those practices or trends.

What should be included in an annual report?

The following outlines requirements and recommendations for annual reports:

Program performance and recovery rate

Report on performance against targets committed to in the approved stewardship plan and any amendments or addendums. An example of a performance measurement reporting template is included in Appendix B.

Document the product's recovery rate information. This section of the report should include a description of the recovery rate of the product(s) compared to the target listed in the stewardship plan. Producers should report on the amount of product collected province-wide and in each regional district.

Educational materials and strategies

The report should detail both the educational materials and the various strategies that were used to meet program targets. Materials may include municipal calendars, advertisements in various media, web pages, social media, flyers, posters, and point-of-purchase messaging.

Collection facilities

Provide details on collection facility locations and any change in the number and location of these facilities since the previous report. In the interest of limiting the size of annual reports, the director may consider limiting the report to changes in the collection system, as long as the locations of all facilities are displayed on the program website. Producers should report on the number and location of their processing and disposal facilities as well as the services used in the management of the product.

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Environmental impacts throughout the product life cycle and pollution prevention hierarchy

The report must include efforts taken by producers to reduce environmental impacts throughout the lifecycle of the product and increase reusability or recyclability. The report could include examples of changes in: product design to increase reusability or recyclability; processing; packaging; green house gas emissions; and program operations. The producer may report on the performance of the financial mechanisms the agency is using to promote the reduction of the product's environmental impact. The producer may also report on the status of any studies the producer is undertaking to assist with measuring the environmental impact. Identifying successes by individual producers is encouraged.

Describe how the recovered product was managed in accordance with the pollution prevention hierarchy including the percentage managed at each level.

Financial statements

Producers are required to submit independently audited financial statements for deposits charged in the case of beverage containers, or for fees charged by the producer to the consumer that are shown on the consumer sales receipt. Submitting independently audited financial statements demonstrates the producer's commitment to financial transparency and accountability on the management of fees collected from the consumer.

Verification of non-financial information in annual reports

The Ministry requires third party verification of key information reported in annual reports. Specifically:

1. BC Reg 449/2004, Section 8(2)(b): Location of collection facilities, and any changes in the number and location of collection facilities from the previous report.
2. BC Reg 449/2004, Section 8(2)(d): A description of how the product was managed in accordance with the pollution prevention hierarchy.
3. BC Reg 449/2004, Section 8(2)(e): The total amount of the producer's product sold and collected and, if applicable, the producer's recovery rate.

For annual reports submitted in July 2013 and beyond, a "reasonable assurance" opinion on the key information above must be provided from a qualified third party (e.g. Chartered Accountant, Certified General Accountant or Certified Management Accountant) using procedures determined by:

- *Canadian Institute of Chartered Accountants Handbook on Assurance and Related Services*
- *ISAE 3000 Standard on Assurance Engagements*

Appendix A: Glossary

For the purposes of the Recycling Regulation Guideline, terms used in the document are described generally below:

"consumable product" refers to a product intended to be consumed during use.

"disposal" means the introduction of waste into the environment for the purpose of final burial, destruction or placement for future recovery, and does not include reuse or recycling.

"hazardous waste" has a prescribed meaning in the *Environmental Management Act*.

"recover" means a product or substance that has been used as a fuel substitute or for energy production

"recyclable material" means a product or substance that has been diverted from disposal, and satisfies at least one of the following criteria:

(a) is organic material from residential, commercial or institutional sources and is capable of being composted, or is being composted, at a site;

(b) is managed as a marketable commodity with an established market by the owner or operator of a site;

(c) is being used in the manufacture of a new product that has an established market or is being processed as an intermediate stage of an existing manufacturing process;

(d) has been identified as a recyclable material in a waste management plan;

(e) is any other material prescribed by the Lieutenant Governor in Council, or the minister under section 22 [*minister's regulations — codes of practice*].

"recycle" means a series of activities by which products are collected, sorted, processed and converted into raw materials and used in the production of new products. This excludes the use of these materials as a fuel substitute or for energy production.

"refuse" means discarded or abandoned materials, substances or objects.

"service provider" means a person or organization who is contracted or otherwise engaged to provide a service related to the management of the product and/or program

"stakeholder" means a person or organization whose interests will be or are affected by the provisions of a proposed plan or the operation of an existing plan, and includes a consumer, retailer, service provider, brand-owner, producer, local government, public interest group, First Nations, or any other person or class of persons whose interests, in the opinion of the director, are or will be affected.

Appendix B: Reporting on Program Performance

Performance measurement guidance

Performance Categories and Key Performance Indicators	Program Performance Multi-year Targets	Data source and/or notes
<p>1. The performance categories listed below reflect requirements in the Recycling Regulation, Approval of product stewardship plan, part 2, section 5.</p> <p>2. Various metrics may be used to measure stewardship program performance. Within each performance category, select relevant performance indicators from the examples given or propose alternatives. The examples given are intended to aid with the identification and selection of specific performance metrics, but are not intended to be prescriptive or exhaustive.</p> <p>The program's core suite of indicators should clearly reflect the program operations and provide measurable results to demonstrate progress towards the specific program targets.</p> <p>Good performance measures are:</p> <ul style="list-style-type: none"> • Representative of performance. • Easily communicated and understood by stakeholders. • Based on accessible, reliable and accurate data that is verifiable by a third party. • Cost effective: The costs and collection effort associated with selected performance measures should be proportionate to the informational value they provide. • Consistent over time and facilitate fair cross-program comparisons by using generally accepted measurement methodology. 	<p>In the stewardship plan, provide specific performance targets for 5 years. The stewardship plan must be reviewed every 5 years as per part 2, section 6 of the Regulation.</p> <p>Program results: In the annual report to the director, provide a summary trend of actual results against program targets committed to in the stewardship plan. This gives the Ministry the capacity to validate program accomplishments or needed strategic change. Report for a minimum of 3+ years to show trends over time.</p>	<p>Reference, footnote, or endnote in the stewardship plan and/or annual report: data sources, data limitations, supporting studies, surveys, pertinent information and, where relevant, state where estimates are used.</p> <p>For example:</p> <ul style="list-style-type: none"> • Demonstrate that the results of surveys are statistically valid, accurate and reliable. • GIS analysis should reference generally accepted procedures. • Cite green house gas emissions calculator or data source/sets. • Identify supporting studies (e.g., lifespan data or estimates for the amount of product available for collection). • Reference demographic estimate sources. For Regional District demographic estimates use Ministry of Citizens' Services, B.C. Statistics Population Estimates, Regional Districts found at: http://www.bcstats.gov.bc.ca/data/pop/pop/dynamic/PopulationStatistics/SelectRegionType.asp?category=Census.

Program performance: example performance summary table to include in stewardship plan

Performance Category and Key Performance Indicators	Targets				
	Year 1	Year 2	Year 3	Year 4	Year 5
<p>Recovery Rate 5 (1)(a)(i) Depending on the nature of the product (e.g., consumables and durable goods with variable life spans) the program indicator will be:</p> <ul style="list-style-type: none"> • <i>Recovery rate: The amount of product collected divided by the amount of product generated, expressed as a percentage. For example: absolute product collected divided by the material available for collection (e.g., sales, average sales of x years, or estimated amount of product available for collection) presented as a percentage; or</i> • <i>Another recovery/diversion rate approved in the plan or established by the director. Examples include:</i> <ul style="list-style-type: none"> ○ <i>Per cent change in annual amount of product collected per capita.</i> ○ <i>Regional District per capita collection compared to the province-wide per capita collection average.</i> <p>Supplemental information: Reporting on relative findings of waste composition studies.</p>					
<p>Accessibility: Reasonable and free consumer access to collection facilities 5(1)(c)(iii) • <i>Per cent of provincial population within a certain proximity (e.g., driving time, kilometres) to a collection facility, separated into both urban and rural categories (e.g., GIS analysis).</i> • <i>Number of collection facilities per capita by Regional District compared to the provincial average, etc.</i> • <i>Participation rate: number of program participants (e.g., actively participating households) relative to the target community that the program serves (e.g., number of</i></p>					

Fill in the program's performance indicators within each category. Examples Fill in the appropriate year above (i.e., 2011, 2012, etc.).
 of performance indicators are given below.

Performance Category and Key Performance Indicators	Targets				
	Year 1	Year 2	Year 3	Year 4	Year 5
<p>households in a municipality). Refer to the Environment Canada's Reporting Guidance Document for details.</p> <p>Supplemental information may include:</p> <p>Targets for collection events and mail back options.</p> <p>Awareness: Consumer awareness of producers' program, location of collection facilities, and safe management of products 5(1)(c)(iv)</p> <ul style="list-style-type: none"> Per cent of population aware of how to return products through the program (e.g., the results from a province-wide consumer awareness, attitudes, and behaviours survey that establishes a measure of consumer awareness levels regarding the program). <p>Supplemental information may include:</p> <ul style="list-style-type: none"> Initiatives that identify and examine practises for handling or disposing of regulated product that are not collected through the program (e.g., research profile of discorders) and strategies to address findings. Number of Regional District or municipal waste calendars and websites that the producer advertises their program in. Per cent of products with return information on labelling /packaging. Initiatives that provide information on the safe management of products. <p>Management of Program Costs 5(1)(c)(v)</p> <ul style="list-style-type: none"> Total program cost per unit collected in relation to the per unit fees that are charged separately and identified on the consumer receipt of sale. Per cent of funds/expenses for the various functions of the program (e.g., collection, administration, post-collection activities, and awareness initiatives) in relation to recovery rate. 					

Performance Category and Key Performance Indicators	Targets				
	Year 1	Year 2	Year 3	Year 4	Year 5
Stakeholder engagement and satisfaction 5(1)(b)					
<ul style="list-style-type: none"> Results of a survey that establishes a measure of stakeholder engagement and satisfaction levels regarding the program (e.g., consumer convenience, facility surveys, etc). 					
Supplemental information may include:					
<ul style="list-style-type: none"> Initiatives to solicit input and deal with concerns or complaints from consumers, retailers, local governments, and other producers and/or stewardship agencies. Participation in community liaison committees, advisory panels, public meetings, etc. 					
Management of environmental impacts of the program 5(1)(v)					
<ul style="list-style-type: none"> Greenhouse gas (GHG) emissions: <ul style="list-style-type: none"> Percentage change per unit collected (e.g., weight, volume, or unit) in GHG emissions from program operations compared to previous year(s). Amount of GHG emissions avoided through the reuse and recycling of the collected product/material compared to the emissions produced if virgin materials were used in the production of new products. Per cent of program's processors/contractors that are complying with the producer's processing standards (e.g., auditing processors to ensure contracts are fulfilled in a manner that minimizes environmental impacts). Natural resource consumption and efficiency: amount of natural resources consumed by the program divided by the number of units collected. Refer to the Environment Canada's Reporting Guidance Document for details. 					
Supplemental information may include:					
<ul style="list-style-type: none"> Initiatives to influence processing in a positive manner, by incenting higher material recovery. Measure the extent to which the program prevents the release of toxic substances to the environment. 					

Performance Category and Key Performance Indicators	Targets				
	Year 1	Year 2	Year 3	Year 4	Year 5
<p>Product life cycle management 5(1)(vii) including the pollution prevention hierarchy 5(1)(viii)</p> <ul style="list-style-type: none"> • <i>Post collection fate - Per cent of total collected material and substances (e.g., aluminum, glass, lead, plastics, etc.) re-used/refurbished, recycled, used for material or energy recovery or disposed (incinerated or land filled).</i> • <i>Per cent of product or materials introduced into the market that are reused and recycled.</i> <p><i>Supplemental information includes initiatives on:</i></p> <ul style="list-style-type: none"> • <i>Design for environment.</i> • <i>Life Cycle Assessments.</i> 					

References:

InterGroup Consultants Ltd. 2010. *Research and Recommendations for Performance Measures for Regulated, Industry-led, End-of-life Electronics Recycling Programs in Canada*. Commissioned by Atlantic Canada Electronics Stewardship (ACES), Electronics Stewardship Association of B.C. (ESABC), Ontario Electronic Stewardship (OES), and Saskatchewan Waste Electronic Equipment Program (SWEEP).

Stratos Inc. 2007. *Performance Measurement and Reporting for Extended Producer Responsibility Programs: Reporting Guidance Document*. Environment Canada, www.env.gov.bc.ca/epd/recycling/guide/pdf/extend-prod-pm-report.pdf

Performance results: example performance summary table to be included in the annual report

Performance Measures	Results			Performance Targets
	Previous Year	Previous Year	Current Year	
<p>List the program's performance indicators under each of the relevant performance categories below:</p>				
Recovery Rate				Current Year
Accessibility				
Consumer awareness				
Management of Program Costs				
Stakeholder engagement and satisfaction				
Management of environmental impacts of the program				
Product life cycle management including the pollution prevention hierarchy				
				% reused
				% recycled
				% recovered
				% disposed

Fill in the appropriate year above (i.e., 2011, 2012, etc.).

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MASTER SERVICES AGREEMENT

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This Master Services Agreement (this "Agreement") is entered into as of November 30, 2013 ("Effective Date")

BETWEEN:

TOWN OF LADYSMITH, having a place of business at Ladysmith, British Columbia ("Contractor"),

AND:

MULTI-MATERIAL BC SOCIETY a not-for-profit agency incorporated under the *Society Act* (British Columbia) ("MMBC").

RECITALS:

- A. Whereas MMBC represents companies and organizations ("Producers") that supply products in packaging and printed paper to residents of British Columbia obligated under the *Recycling Regulation* under the *Environmental Management Act* (British Columbia);
- B. Whereas MMBC developed the Packaging and Printed Paper Stewardship Plan;
- C. Whereas the Director, Waste Management, Environmental Standards Branch, Ministry of Environment approved the Packaging and Printed Paper Stewardship Plan on April 15, 2013;
- D. Whereas MMBC is meeting Producers' obligations under the *Recycling Regulation* by implementing the Packaging and Printed Paper Stewardship Plan, including through this Agreement; and
- E. Whereas MMBC wishes to receive, and Contractor wishes to provide, the services set out in this Agreement, and the parties wish to foster dialogue and a good business relationship in carrying out such services.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMBC and Contractor agree as follows:

SECTION 1. INTERPRETATION

1.1. Definitions. In this Agreement, the following terms will have the following meanings:

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Agreement" has the meaning set out on the first page of this document, and includes the Schedules (including Statements of Work) attached hereto.

"Applicable Law" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

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"Change" has the meaning set out in Section 2.2.1.

"Change Request" has the meaning set out in Section 2.2.1.

"Change Response" has the meaning set out in Section 2.2.4.

"Confidential Information" means information of or relating to a party (the **"Disclosing Party"**) that has or will come into the possession or knowledge of the other party (the **"Receiving Party"**) whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, that: (a) where MMBC is the Disclosing Party, is any information of MMBC or relating to its business or affairs including technical, financial and business information, ideas, concepts or know-how, Services performance and Services delivery reporting information, and the terms of this Agreement; and (B) where Contractor is the Disclosing Party, is limited to financial information of Contractor. However, Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws.

"Contractor" has the meaning set out on the first page of this Agreement.

"Dispute" has the meaning set out in Section 14.1.

"Effective Date" has the meaning set out on the first page of this Agreement.

"Fees" has the meaning set out in Section 5.1.

"Force Majeure" has the meaning set out in Section 15.3.

"Intellectual Property Rights" means inventions, patents, copyrights, trademarks, industrial designs, integrated circuit topography rights, know-how, trade secrets, confidential information, and any other intellectual property rights whether registered or unregistered, and including rights in any application for any of the foregoing.

"Labour Disruption" has the meaning set out in Section 4.6.1.

"MMBC" has the meaning set out on the first page of this Agreement.

"MMBC Policies and Standards" has the meaning set out in Section 4.2.

"Packaging and Printed Paper" or **"PPP"** has the meaning set out in Schedule 4.2, as may be updated by MMBC pursuant to Section 4.2.

"Service Levels" has the meaning set out in Section 4.4.1.

"Service Level Failure" has the meaning set out in Section 4.4.

"Service Level Failure Credit" has the meaning set out in Schedule 4.4.

"Services" has the meaning set out in Section 2.1, including the delivery of any Work Product.

"SOW Term" has the meaning set out in Section 3.2.

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"Statement of Work" means any statement of work attached hereto or as may from time to time be issued hereunder.

"Term" has the meaning set out in Section 3.1.

"Work Product" means the deliverables to be created or provided to MMBC by Contractor pursuant to any Statement of Work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by Contractor, MMBC, or Contractor and MMBC together.

1.2. Interpretation.

- 1.2.1. **Including** – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- 1.2.2. **Technical Terms** – Any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term.
- 1.2.3. **Number, Gender, and Persons** – In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word "person" will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 1.2.4. **Headings** – The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- 1.2.5. **Currency** – Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- 1.2.6. **Calculation of Time** – When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- 1.2.7. **Legislation References** – Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 1.3. **Schedules.** As of the Effective Date, the following Schedules form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

Schedule	Description
Schedule 2.1(a)	– Statement of Work for Curbside Collection Services Provided by Local Government
Schedule 4.2	– MMBC Policies and Standards
Schedule 4.4	– Service Level Methodology
Schedule 12.1	– Insurance Requirements

- 1.4. **Priority.** In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement, any Schedule that is not a Statement of Work, and any Statement

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of Work, the inconsistency will be resolved by reference to the following descending order of priority: (i) Article 1 through Article 15 of this Agreement; (ii) the Schedules annexed to this Agreement that are Statements of Work; and (iii) the applicable Statement of Work, except to the extent a Statement of Work expressly states that it is intended to have priority over the main body of this Agreement or a Schedule referred to in subsection (ii), in which case the Statement of Work will have priority but solely with respect to such Statement of Work.

SECTION 2. SCOPE OF SERVICES

- 2.1. Services. Contractor will perform the Services set out in each Statement of Work, executed simultaneous with this Agreement or separately executed, and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the "Services"), all in accordance with the terms and conditions of this Agreement and the Statement of Work. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when mutually accepted and duly executed by both parties.
- 2.2. Changes.
- 2.2.1. An authorized MMBC representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to any Statement of Work (a "Change") by issuing a "Change Request". For clarity, a Change Request may not solely consist of a request to change the Fees under a Statement of Work; the Fees under a Statement of Work may only be changed under the Change process in this Section 2.2, as agreed by the parties in the executed change order, to reflect, or as a result of, a Change to other rights or obligations under the Statement of Work or as otherwise set out in the Statement of Work.
- 2.2.2. For a Change Request affecting the administration of this Agreement, Contractor will provide an initial response within five Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.3. For any other Change Request, Contractor will provide an initial response within fifteen Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.4. Where Contractor is, in accordance with Section 2.2.7, able to comply with the Change Request, Contractor will provide a further, more detailed, response (a "Change Response") within 10 calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Request.
- 2.2.5. Contractor may request a Change by delivering a Change Request, together with a Change Response, to MMBC.
- 2.2.6. If MMBC, in its discretion, accepts the Change Response, an authorized MMBC representative will provide Contractor with written approval of MMBC's acceptance in the form of an executed change order. If MMBC does not accept a Change Response, the parties will, on MMBC's request, negotiate in good faith the terms pursuant to which the parties may agree to implement the Change. Contractor will not make any Change to any Statement of Work without MMBC's prior written approval.

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- 2.2.7. Contractor acknowledges that MMBC may be dependent on Contractor for the Services, and Contractor agrees that Contractor will not be entitled to refuse to provide a Change Response under Section 2.2.2 or 2.2.3 unless it is not technically possible for Contractor to carry it out.
- 2.2.8. Contractor will make requested Changes at no additional charge to MMBC unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with MMBC, including that Contractor will make available to MMBC all supporting information and documentation reasonably requested by MMBC that relates to the pricing of the proposed Change.
- 2.3. Non-Exclusive. Neither this Agreement nor any Statement of Work will grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section, in the applicable Statement of Work (and in no event will the scope of such exclusivity extend beyond the scope of Services under such Statement of Work).

SECTION 3. DURATION

- 3.1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until the expiration or termination of the last Statement of Work under this Agreement (the "Term").
- 3.2. Term of Statement of Work. Each Statement of Work will set out the term of the Statement of Work and any terms and conditions relating to the renewal of the Statement of Work (the "SOW Term").

SECTION 4. SERVICE STANDARDS

- 4.1. Performance. Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in a timely manner and in accordance with the terms and conditions of this Agreement and any Statement of Work, having regard for the concerns, needs, and interests of residents and the environment. Except where otherwise set out in the Agreement, all weighing and measurement to be performed by Contractor will be made in accordance with the MMBC Policies and Standards on weights and measurements identified in Schedule 4.2.
- 4.2. Contractor to Comply with MMBC Policies and Standards. Contractor will comply at all times with all terms and requirements set out in the policies and standards set out in Schedule 4.2, as such policies and standards may be updated by MMBC from time to time, and such other policies and standards that MMBC brings to the attention of Contractor from time to time (collectively, "MMBC Policies and Standards"). Notice of updating of, or new, MMBC Policies and Standards may be made by MMBC by e-mail to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new MMBC Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.5 for the implementation of the updated or new MMBC Policies and Standards; provided that Contractor must make any such request within 30 days of MMBC providing notice of the updated or new MMBC Policies and Standards.
- 4.3. Compliance with Law. Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:
- (a) the *British Columbia Employment Standards Act*;

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- (b) the *Workers' Compensation Act of the Province of British Columbia* and the *Occupational Health and Safety Regulations* thereunder;
- (c) the *Environmental Management Act*; and
- (d) the *Waste Management Act*.

4.4. Service Levels.

4.4.1. Contractor will continuously monitor each Service in order to identify, measure and report and correct problems and to ensure that Contractor is meeting or exceeding the following service levels (the "Service Levels"):

- (a) all service levels set out in this Agreement, including in the applicable Statement of Work;
- (b) if Contractor is providing a service similar to services performed by Contractor prior to the start of the applicable SOW Term, Contractor will, at a minimum, continue to meet the existing service levels achieved by Contractor prior to the start of the applicable SOW Term (but only to the extent they do not conflict with the scope of Service, or the obligations, set out in the applicable Statement of Work); and
- (c) if no service level is provided for a Service or component thereof, all performance levels and measurements for such Service or component that are industry best practices,

provided that in the event of a conflict between any service levels, the highest service level standard will apply. Contractor will notify MMBC in writing immediately if Contractor knows that Contractor has failed, or believes Contractor will fail, to achieve a Service Level.

4.4.2. Contractor recognizes that Contractor's failure to meet a Service Level will have a material adverse impact on the business and operations of MMBC and that damages resulting from Contractor's failure to meet a Service Level may not be capable of precise determination. As such (and without limiting MMBC's rights or remedies), MMBC will be entitled to any express remedies for Contractor's failure to meet a Service Level (each such failure a "Service Level Failure") that may be set out in Schedule 4.4 or the applicable Statement of Work. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Schedule 4.4 or in a Statement of Work.

4.4.3. Upon MMBC's request, and in any event at least once per year, MMBC will meet with Contractor (which meeting may be in person or by phone as determined by MMBC) to review and discuss Contractor's performance level of the Services and Service Levels.

4.5. Contingency Planning. Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in MMBC's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "Business Continuity Plan"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. MMBC will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure, that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of MMBC. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the

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Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than: (i) where Contractor is a local government, any other non-essential services it provides, or (ii) where Contractor is not a local government, any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.

- 4.6. Labour Disruption.
- 4.6.1. Contractor will provide MMBC with at least 30 days prior written notice of the expirations of any labour agreement and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption (as defined below).
- 4.6.2. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "Labour Disruption"), Contractor will inform MMBC within four hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
- 4.6.3. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also proposed to provide such sites in respect of the Services hereunder).
- 4.6.4. MMBC will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by MMBC due to a Labour Disruption.
- 4.6.5. In the event that a Labour Disruption lasts more than seven days, and for so long as the Labour Disruption continues, MMBC will have the right to terminate this Agreement or any Statements of Work, for cause, immediately upon delivery of written notice of termination by MMBC to Contractor.

SECTION 5. PAYMENT

- 5.1. Fees. In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, MMBC will pay Contractor the amounts set forth in any Statement of Work (the "Fees"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by MMBC to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment, or facilities relating to the Services or this Agreement.
- 5.2. Set-Off. MMBC may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between Contractor and MMBC, including any Service Level Failure Credits; and (b) any costs incurred by MMBC in collecting any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between the parties. The failure by MMBC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of MMBC's right to set-off, deduct or collect such amount.

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- 5.3. Invoicing.
- 5.3.1. Submission of Claim - Unless otherwise set out in a Statement of Work, Contractor will submit claims using the MMBC claims reporting portal, or through such other method as MMBC may designate. MMBC will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
- 5.3.2. Generation of Invoice - After receipt of a purchase order from MMBC, Contractor will invoice MMBC for the validated claim, with reference to the issued purchase order; provided that MMBC may, at its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by MMBC, Contractor will invoice MMBC using the contact information provided by MMBC for such purpose (as may be updated by MMBC from time to time).
- 5.3.3. Late Submission - Contractor must submit all claims within 30 days of the performance of the applicable Services, and all invoices (where required to be submitted by MMBC) within 30 days of the purchase order date. In no event will MMBC be liable for payment of any claim submitted more than 90 days after the performance of the applicable Services, or payment of any invoice submitted more than 90 days after the purchase order date.
- 5.4. Taxes. Except where otherwise noted, the Fees exclude all applicable sales, goods and services, value added, use or other commodity taxes that may be lawfully imposed upon the Services; where Contractor clearly and separately itemizes such taxes on Contractor's invoice to MMBC, MMBC will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to MMBC to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that MMBC paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to MMBC. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.
- 5.5. Withholding Taxes. MMBC may deduct or withhold from any payment(s) made to Contractor any amount that MMBC is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("Withheld Taxes") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by MMBC.
- 5.6. Payment. Subject to the terms and conditions of this Agreement and any Statement of Work, MMBC will pay Contractor, via electronic funds transfer, the undisputed Fees for the Services within 30 days of the invoice date. Contractor will provide MMBC with complete and accurate billing and contact information, including all information required by MMBC to effect electronic funds transfers and a billing email address to which MMBC may send submission reports and purchase orders. Contractor will promptly provide MMBC with any updates to such billing and contact information.
- 5.7. No Volume Commitment. Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that MMBC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

- 6.1. Suitable Personnel. Upon MMBC's request, Contractor will promptly investigate any written complaint from MMBC regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a subcontractor or agent) and take immediate corrective

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action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, MMBC may require that such person be removed from all performance of additional work for MMBC. Removal of such person will be addressed by Contractor immediately.

- 6.2. **Key Personnel.** Contractor must (a) employ those people described as key personnel ("Key Personnel") in any Statement of Work in the roles described in any Statement of Work and ensure that the Key Personnel maintain those roles; not replace any Key Personnel without MMBC's prior informed consent unless the person: (i) dies, becomes ill or incapacitated so as to be unable to perform their role; (ii) is terminated for cause or just cause; or (iii) resigns from Contractor's employment (other than to be employed by an associated entity of Contractor); and (c) ensure that any people replacing Key Personnel with the consent of MMBC, have at least equivalent ability, experience and expertise as the Key Personnel replaced.
- 6.3. **Subcontracting.** Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of MMBC (not to be unreasonably withheld), including that MMBC's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or subcontractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

- 7.1. **Record Keeping.** During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by MMBC hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
- 7.2. **Reporting.** In addition to any other reporting obligations under this Agreement or a Statement of Work, Contractor will provide the following reporting to MMBC:
- (a) at least every two weeks (or such other period as may be set out in a Statement of Work), Contractor will report, through MMBC's claims reporting portal, or through such other method as MMBC may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;
 - (b) upon such frequency as MMBC may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit MMBC to monitor and manage Contractor's performance; and
 - (c) such additional reports as MMBC may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.
- 7.3. **Audit.**
- 7.3.1. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, MMBC (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the

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performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that MMBC (or its audit representative) may conduct a financial audit to verify the amounts paid or payable by MMBC hereunder. If any audit reveals that MMBC has been overbilled, Contractor will reimburse the overcharged amount to MMBC with interest at prime plus 1%. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of MMBC's costs in relation to such audit.

- 7.3.2. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by MMBC (or its audit representative) upon MMBC's request.
- 7.3.3. Without limiting any other audit right, during the Term MMBC (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4. Contractor will co-operate with and provide to MMBC (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all subcontractors to enable MMBC (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

- 8.1. Contractor Representations and Warranties. Contractor represents and warrants to and covenants with MMBC that:
- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
 - (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
 - (c) it has and will, at his own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Services;
 - (d) the representations, warranties, covenants, claims, inducements, and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection financial incentive; and
 - (e) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of MMBC in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions,

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payments, kickbacks, gifts, entertainment or other inducements to any employee or agent of MMBC.

SECTION 9. CONFIDENTIALITY

- 9.1. Confidentiality Covenant. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.
- 9.2. Legal Requirement. Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- 9.3. Return of Confidential Information. Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- 9.4. Privacy Laws. Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("Privacy Laws") in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (b) in a manner that enables MMBC to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and MMBC to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify MMBC of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of MMBC that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify MMBC if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

- 10.1. Ownership. Except as otherwise specifically provided in any Statement of Work, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein will be owned by MMBC; accordingly, Contractor will assign and hereby assigns to MMBC all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable license to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of MMBC, its successors and assigns of any and all moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products.

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SECTION 11. INDEMNITY

- 11.1. **Indemnity.** Contractor will indemnify and save harmless MMBC, its Affiliates, and their respective directors, officers, contractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom the Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including without limitation arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.
- 11.2. **Available Remedies.** If Contractor sustains damage in the course of performing the Services that is caused by another contractor of MMBC with whom Contractor is obligated under this Agreement to interact with directly (an "Other Service Provider"), MMBC will, upon Contractor's reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor's benefit, such contractual remedies of indemnification or receipt of service level failure credits as MMBC may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

SECTION 12. INSURANCE AND PERFORMANCE BOND

- 12.1. **Insurance.** During the Term and for any additional period following the end of the Term set out in Schedule 12.1, Contractor will have and maintain in force in Canada, and will cause its subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Schedule 12.1, and Contractor will (and will cause its subcontractors to) otherwise comply with the provisions of Schedule 12.1. Failure to secure such insurance coverage, or the failure to comply fully with any of Schedule 12.1 will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.
- 12.2. **Performance Bond.** Contractor will comply with any performance bond requirements that may be set out in a Statement of Work.

SECTION 13. TERMINATION

- 13.1. **Termination for Convenience.** Either party may, at any time and without cause, terminate this Agreement or any Statements of Work for convenience upon giving the other party 180 days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, Contractor will commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice, and immediately return all Work Product to MMBC, whether completed or not.
- 13.2. **Termination by MMBC for Cause.** MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:
- (a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor

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assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;

- (b) Contractor commits a material breach of this Agreement and does not cure such breach within 30 days of receipt of notice thereof from MMBC;
 - (c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven days;
 - (d) Contractor's performance creates a hazard to public health or safety or to the environment;
 - (e) Contractor is assessed Service Level Failure Credits in excess of \$10,000 during any rolling six month period; or
 - (f) any other termination right described in this Agreement or a Statement of Work is triggered.
- 13.3. Termination by Contractor for Cause. Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to MMBC in the event that MMBC fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three most recent prior monthly consolidated invoices issued by Contractor and MMBC does not cure such non-payment within 60 days of receipt of notice thereof from Contractor.
- 13.4. Change in Applicable Law. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to MMBC or the Services, including if there is a material change to an approved plan under the *Recycling Regulations of the Environment Management Act* (British Columbia) or if any new plan (whether submitted by MMBC or any other person) is approved thereunder.
- 13.5. Disruption of Service. The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by MMBC for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.
- 13.6. Termination Assistance. Upon termination or expiration of this Agreement, Contractor will continue to provide Services hereunder and will make reasonable efforts to cooperate and assist, according to mutually agreeable terms and conditions, to ensure that there is an orderly transfer of the Services required by MMBC pursuant to this Agreement.
- 13.7. Survival. The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: SECTION 9 (Confidentiality), SECTION 11 (Indemnity), SECTION 12 (Insurance and Performance Bond), SECTION 14 (Dispute Resolution) and SECTION 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

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SECTION 14. DISPUTE RESOLUTION

- 14.1. Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "Dispute"), between MMBC and Contractor will be addressed as follows:
- (a) The parties will first attempt to resolve the Dispute through representatives from each of MMBC and Contractor who work most closely with each other on related matters, within 15 days after written notice of the Dispute was first given, or as otherwise agreed upon.
 - (b) If the Dispute is not resolved at the first stage, either party may escalate the Dispute to the senior MMBC and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further 15 days, or as otherwise agreed upon.
 - (c) If the Dispute is not resolved through the discussion above within the time period set out above, then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within 45 days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.
 - (d) If the parties are unable to resolve the Dispute within the above period, unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Vancouver in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against MMBC and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
 - (e) Notwithstanding anything to the contrary in this Section 14.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia for such purpose.

SECTION 15. GENERAL PROVISIONS

- 15.1. Relationship of the Parties. It is acknowledged by the parties hereto that the Contractor is being retained by MMBC in the capacity of independent contractor and not as an employee of MMBC. The Contractor and MMBC acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not for any purpose be considered employees or agents of MMBC.
- 15.2. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that MMBC may assign this Agreement without Contractor's consent to a person with an approved plan under the Recycling Regulation under

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the Environmental Management Act (British Columbia), or who otherwise has obligations similar to those of MMBC or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of MMBC. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section 15.2.

- 15.3. Force Majeure. Neither party to this Agreement or any Statement of Work will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a fire, act of God, natural disaster, war, riot, civil disturbance, earthquake, flood, or court or governmental order beyond such party's reasonable control ("Force Majeure"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement or any Statement of Work.
- 15.4. Governing Law. This Agreement and any Statement of Work will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement, any Statement of Work or the performance of the obligations hereunder.
- 15.5. Notices. All notices, requests, demands or other communications (collectively "Notices") given by one party to the other party, will be in writing, in the English language, and will be deemed duly given (i) when delivered by hand; (ii) when sent by facsimile (with receipt confirmed), (iii) except for a notice of termination permitted under this Agreement, by e-mail (with receipt confirmed), (iii), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:

Town of Ladysmith
PO Box 220
Ladysmith, British Columbia V9G 1A2

Fax No.: 250-245-0932
E-mail: jmanson@ladysmith.ca

Attention: Director of Infrastructure Services

To MMBC:

Multi-Material BC Society
209-1730 West 2nd Avenue
Vancouver, British Columbia V6J 1H6

Fax No.: 604-736-3154
E-mail: serviceprovider@multimaterialbc.ca

Attention: Director, Operations MMBC

or to such other address as may be designated by notice given by either party to the other.

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- 15.6. Further Assurances. The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
- 15.7. No Publicity. Contractor will not use the name or trademarks of MMBC nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or MMBC, unless it has obtained MMBC's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).
- 15.8. Timing. Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 15.9. Severability. If any provision, or portion thereof, of this Agreement or any Statement of Work is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement or any Statement of Work, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 15.10. Waiver. A waiver of any provision of this Agreement or any Statement of Work will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement or any Statement of Work, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.
- 15.11. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work will preclude any other or further exercise of any other right or remedy in this Agreement or any Statement of Work or as provided at law or in equity. Rights and remedies provided in this Agreement or any Statement of Work are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 15.12. Amendment. This Agreement or any Statement of Work may only be amended by written agreement duly executed by authorized representatives of the parties.
- 15.13. Entire Agreement. This Agreement and any Statement of Work will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Contractor accompanying either a Statement of Work, a Contractor payment or otherwise is for Contractor's internal use only and its terms will not alter or amend the terms of this Agreement.
- 15.14. Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement or any Statement of Work by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement or the Statement of Work by such party.

(Signature page follows.)

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IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

MULTI-MATERIAL BC SOCIETY

Per: _____
(I have authority to bind MMBC)

Name: _____
(Please Print)

Title: _____

TOWN OF LADYSMITH

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Agreement to MMBC, Contractor and the first signatory represent that no additional signatories are required).

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SCHEDULE 4.2 MMBC POLICIES AND STANDARDS

As of the Effective Date, the following are MMBC Policies and Standards:

1. MMBC's Weight and Measurement Standards, a copy of which is set out below:

MMBC requires that PPP collected, transported and processed be weighed, and that accurate weights be reported to MMBC.

Weight is defined by MMBC as the following:

Gross Weight means the weight of the truck or container plus its contents, measured in kilograms unless otherwise noted.

Tare Weight means the weight of the empty truck or container and any equipment without its contents, measured in kilograms unless otherwise noted.

Net Weight is the weight of the contents of the container or truck, calculated as Gross Weight minus Tare Weight, measured in kilograms unless otherwise noted.

The above weights will always exclude the weight of the vehicle and any contents other than the PPP collected.

The following equation must always be true.

$$\text{Net Weight} = \text{Gross Weight} - \text{Tare Weight}$$

Measurement Canada has produced a comprehensive guide on taking and recording weights, available at <http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/lm00205.html>.

Collector Responsibilities

All loads must be documented in a manner specified by MMBC, as amended by MMBC from time to time, including a certified scale ticket. The certified scale ticket may be provided by the Designated Post-Collection Service Provider to the Collector if the weighing is performed by the Post-Collector. If the Collector is performing the actual weighing, the Post-Collector responsibilities noted below must be followed by the Collector.

Collectors are to maintain the following Net Weight records and provide upon request to MMBC:

- Curbside Collection: Tonnage by collection date and truck number
- Multi-Family Building Collection: Tonnage by collection date and truck number
- Depot Collection: Tonnage by the date on which the Designated Post-Collection Service Provider removed the PPP from the Depot

Post-Collector Responsibilities

The Designated Post-Collection Service Provider must have the necessary equipment to accurately weigh all PPP received regardless of material category and container type, including the ability to subtract the container weight (Tare deduction) from the Gross Weight to report Net Weight to MMBC.

All loads must be documented in a manner specified by MMBC, as amended by MMBC from time to time, including a certified scale ticket provided by the Designated Post-Collection Service Provider, with Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, Net Weight by material type (in accordance with the material type classifications set out in Exhibit A to Attachment 5), and such other information as MMBC may designate (collectively, "Claim

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Information). Standard Tare Weights for specific trucks may only be used on specific written permission of MMBC.

At least every two weeks, the Designated Post-Collection Service Provider will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.

A note on material en-route:

A Post-Collection transporter may deliver PPP to a consolidation or transfer point prior to delivering it to the processing site. In such cases Net Weights must be measured and recorded for reporting purposes at the consolidation or transfer point by the Designated Post-Collection Service Provider to MMBC.

Post-Collection Service Providers may repack PPP at consolidation or transfer point prior to transporting it to the processing site. If contamination is found and discarded during the repacking process then the Designated Post-Collection Service Provider must report the quantity of contamination (Net Weight) and the management method to MMBC in the final diversion report.

The Designated Post-Collection Service Provider must provide diversion reports to MMBC. All recycling and disposal activities must be detailed on the diversion reports, and Net Weights of material directed to recycling, recovery and disposal must be provided. The total Net Weight of PPP recycled, recovered and disposed recorded on diversion reports should match the total Net Weight of PPP received. These totals will be reviewed by MMBC on a regular basis as part of its chain of custody audits.

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2. "Packaging and Printed Paper" or "PPP" means the materials set out in MMBC's Packaging and Printed Paper Description, a copy of which is set out in the table below:

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Category 1 - Printed Papers		
Newspapers	Daily and community newspapers	
Newspaper Inserts	Newsprint advertising inserts and flyers	
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines	
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues	
Telephone Directories	Phone books; newsprint directories	
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap	
Residential Printed Paper	White or coloured paper for general use, printers and copiers	
Miscellaneous Printed Papers	Blank and printed envelopes; greeting cards	
Category 2 - Old Corrugated Cardboard (OCC)		
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes	
Category 3 (a) – Other Paper Packaging (containing liquids when sold)		
Paper Cup (hot) (polycoated liner)	Non-foam paper cups	
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups	
Paper Cup (cold) (waxed)	Non-foam paper cups	
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups	
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons	
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size	
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup	
Category 3 (b) – Other Paper Packaging (not containing liquids when sold)		
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes	
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging	
Moulded Pulp	Egg cartons; formed coffee take put trays; paper based	

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Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	flower pots	
Kraft Papers	Paper bags	
Polycoated Boxboard	Some frozen food packaging	
Category 4 - Polyethylene (PE) Film Packaging		
HDPE Films	Some retail bags; some frozen vegetable bags	
LDPE/LLDPE Films	Grocery bags; newspaper bags; dry cleaning bags; bread bags; frozen vegetable bags; soft drink case over-wrap; garden product bags; paper towel over-wrap; diaper and feminine hygiene product outer bags	Stretch film
Category 5 - Polystyrene (PS) Foam Packaging		
PS Clamshells (EPS)	Egg cartons	
PS Trays/Plates (EPS)	Deli and take-out food trays	
PS Meat Trays (EPS)	White and coloured meat trays	
PS Hot Drink Cups (EPS)	Foam drink cups	
PS Cushion Packaging (EPS)	White foam cushion packaging used for appliances, computers, TVs, printers	Foam packaging peanuts
Category 6 - Other Plastic Packaging		
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners	
PETE Jars	Peanut butter containers; wide-mouth jars for nuts	
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons	
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PETE Tubs & Lids	Plastic lids for some containers	
PETE Cold Drink Cups	Take-out drink cups	
HDPE Bottles (non-beverage)	Shampoo bottles, milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles	
HDPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers	
HDPE Pails	Laundry detergent, ice cream pails	Pails for lubricants
HDPE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
HDPE Tubs & Lids	Plastic lids for spreads and dairy containers	
HDPE Planter Pots	Plastic garden pots	
PVC Bottles	Water bottles; travel sized personal and hair care	

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Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	product bottles; household and automotive liquids containers	
PVC Jars	Peanut butter containers	
PVC Trays	Housewares and hardware products	
PVC Tubs & Lids	Plastic lids for some containers	
LDPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers	
LDPE Jars	Cosmetics containers	
LDPE Tubs & Jars	Plastic lids for spreads and dairy containers	
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles	
PP Jars	Cosmetics containers	
PP Clamshells	Hinged containers e.g. sanitary wipes	
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers	
PP Cold Drink Cups	Some cold drink cups	
PP Planter Pots	Garden planter pots	
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers	
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers	
PS Trays (rigid)	Clear rigid trays used for deli foods	
PS Tubs & Lids (rigid)	Dairy product tubs and lids	
PS Tubs & Lids (high impact)	Single serve yogurt containers	
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups	
PS Planter Pots	Some garden pots and trays	
Other ¹ Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code # 7	
Other Plastic Jars	Jars without a resin code or with resin code # 7	
Other Plastic Clamshells	Clamshells without a resin code or with resin code # 7	
Other Plastic Trays	Trays without a resin code or with resin code # 7	
Other Plastic Tubs & Lids	Tubs & lids without a resin code or with resin code # 7	

¹ 'Other' plastic packaging is typically: manufactured from a combination of recycled resins; manufactured with a barrier layer; or, lacking a resin code mark.

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Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code # 7	
Other Plastic Planter Pots	Planter pots without a resin code or with resin code # 7	
Category 7 – Metal Packaging		
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures	
Steel Aerosol Cans	Food spray cans; solvent spray cans	
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts	
Aluminum Cans (non-beverage)	Cat food and other food cans	
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans	
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays	
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	
Category 8 – Glass Packaging		
Clear Glass Bottles and Jars (non-beverage)	Food containers; ketchup bottles; pickle jars; jam and jelly containers; cosmetic jars	
Coloured Glass Bottles and Jars (non-beverage)	Cooking oils; vinegar bottles; cosmetic containers	

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SCHEDULE 4.4 SERVICE LEVEL METHODOLOGY

1. Contractor will measure and record all data reasonably required by MMBC to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of the main terms of the Agreement. Upon request, and upon such frequency as MMBC may indicate (which may not be more frequently than monthly), Contractor will deliver to MMBC a report, in a form and format approved by MMBC, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.
2. In the event of a Service Level Failure in respect of a Service Level expressly set out in a Statement of Work, Contractor will credit to MMBC the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate MMBC in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Credits are only partial compensation for the damage that may be suffered by MMBC as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement MMBC may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regardless of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by MMBC).

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SCHEDULE 12.1 INSURANCE REQUIREMENTS

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the main body of the Agreement is as follows:
 - (a) Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence with a deductible not exceeding \$100,000 per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial comprehensive general liability insurance was purchased for same and as if MMBC were included in such policy as an additional insured);
 - (b) Contractor will 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, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
 - (c) 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; and
 - (d) Such other insurance coverage as may be set out in a Statement of Work.
2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in MMBC's sole discretion).
3. **MMBC as Additional Insured.** Contractor will add MMBC as an additional insured on its Commercial General Liability policy with the following language: "Multi-Material BC Society 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."
4. **Evidence of Insurance.** Contractor will cause its insurers to issue to MMBC certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Where Contractor is a local government and opts to self-insure pursuant to Section 1(a), Contractor will provide a written attestation stating and evidencing such self-insurance (including evidence of authority and financial ability to self-insure), in a form acceptable to MMBC, on the Effective Date and once each calendar year thereafter.
5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without MMBC's prior written consent. Contractor will provide not less than 30 days' notice to MMBC prior to any material change to its insurance coverage or to its insurer.
6. **Coverage Details.** The insurance coverages under which MMBC is named as additional insured will be primary, and all coverage will be non-contributing with respect to any other insurance or

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self insurance that may be maintained by MMBC. All coverage required by this Agreement will, where allowed by Applicable Law, include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding MMBC.

7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of the Agreement and Schedule 12.1, beyond the end of the Term for an additional 2 years thereafter.

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SCHEDULE 2.1(a) STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between Town of Ladysmith ("Contractor") and Multi-Material BC Society ("MMBC") made as of November 30, 2013 (the "Agreement"). The effective date of this Statement of Work (the "SOW Effective Date") is November 30, 2013.

SECTION 1. Interpretation

- 1.1 **Definitions.** In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Container**" means any blue bin, bag, open container or cart used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Curb**" or "**Curbside**" means a location within one (1) metre of the Public Street or Private Road.

"**Curbside Collection**" has the meaning set out in Section 2.1.

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

"**Customer**" means residents of Curbside Households within the Service Area.

"**Designated Post-Collection Service Provider**" means the delivery point, designated by MMBC, for the Contractor-collected In-Scope PPP.

"**In-Scope PPP**" mean the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by MMBC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Missed Collection**" means failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day by the appointed set out time.

"**Non-PPP Items**" means any material that is not In-Scope PPP.

"**Private Road**" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

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“Public Street” means a public right-of-way used for public travel, including public alleys.

“Service Area” means the geographic area delineated in Attachment 2.1.1.

“Service Commencement Date” means May 19, 2014.

“SOW Effective Date” has the meaning set out on the first page of this Statement of Work.

“SOW Services” has the meaning set out in Section 2.

- 1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the “SOW Services”):

- 2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2(a) (the “Curbside Collection”) and in accordance with the terms of the Agreement and this SOW.

2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Customers in the Service Area.
- (b) Except for changes that result from an annual baseline review made pursuant to Attachment 5, changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the main body of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline (as defined in Attachment 5), Contractor is obligated to provide the SOW Services to all Customers in the Service Area.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Containers (including both Contractor-provided and Customer-owned Containers); and (II) any Corrugated Cardboard, tied securely and stacked by the Customers' Container (or stacked alone if no Container is present).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. In-Scope PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP

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Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.

- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)(I) or (II)) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- (c) Contractor will perform Curbside Collection no more frequently than weekly and no less frequently than bi-weekly.
- (d) Section 2.1.3 (c) does not apply to Category 8 Glass Packaging.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of Carts, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways, or on street parking.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, MMBC may remove the Customer from the Service Area.
- (h) Where Contractor provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection Services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

- (a) Contractor will, at Contractor's cost provide Containers that provide Customers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Where Customers or geographical area are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the start date provided by MMBC.

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- (c) Contractor will procure and deliver a Container to a requesting Customer within seven (7) Business Days of the Customer's initial request.
- (d) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to MMBC with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided MMBC provides prior written approval.
- (f) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will comply with the following:
 - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
 - (ii) Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the Service Commencement Date.
- (g) If Contractor collects In-Scope PPP loose in Containers other than in bags, Contractor will not change to collecting In-Scope PPP in a Container that is a bag without MMBC's prior written approval.

2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated

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Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.

- (d) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice. If MMBC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(b), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).
- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or MMBC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to MMBC in writing. Contractor will immediately notify the MMBC-designated spill coordinator of any spills that enter ground-water or drainage systems.

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2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used elsewhere if they are emptied before and after such other use and Contractor has obtained prior approval from MMBC in writing.

2.1.8 Pilot programs.

- (a) MMBC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMBC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by MMBC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If MMBC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by MMBC. Contractor-initiated pilot programs will be performed at no additional cost to MMBC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following Services.

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by MMBC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMBC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by MMBC to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.

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- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by MMBC during Contractor's office hours, and will be in a format approved by MMBC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs. Contractor will incorporate MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

- 2.4 Transition and Implementation Services. Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will, beginning on the SOW Effective Date, develop, with MMBC's input and prior written approval, and submit to MMBC no later than two weeks after the SOW Effective Date, a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date, up through and including the six month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan.

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SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.
- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- 3.3.1 Service Delivery Reporting
- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor.
 - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
 - (c) maintain the following records, and such other records as may be requested by MMBC:
 - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
 - (iii) Notices left for Customers.

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- (d) make all records maintained pursuant to this Statement of Work available to MMBC upon request, and if requested by MMBC, will provide a regular (but no more frequently than monthly) report to MMBC, in a format and by a method approved by MMBC, setting out or summarizing (at MMBC's discretion) such records as may be indicated by MMBC for the reporting period.
- (e) upon MMBC's request, provide up to four ad-hoc reports each year, at no additional cost to MMBC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in MMBC-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "Claim Information"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, MMBC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until March 31, 2015. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

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SECTION 5. Fees

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

(Signature page follows.)

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IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MULTI-MATERIAL BC SOCIETY

Per: _____
(I have authority to bind MMBC)

Name: _____
(Please Print)

Title: _____

TOWN OF LADYSMITH

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to MMBC, Contractor and the first signatory represent that no additional signatories are required).

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**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA**

1. Under this Statement of Work,
 - (a) the initial Curbside Household Baseline (as defined in Attachment 5) will be 3,000; and
 - (b) the initial Curbside ICI Baseline (as defined in Attachment 5) will be 0.
2. The Service Area is:

Town of Ladysmith

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ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a) IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- PPP in Category 8, segregated from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

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**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES**

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

1	Service Level Failure	Service Level Failure Credit												
	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in Service Area.	\$5,000 per incident.												
	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
	Failure to separate Curbside Collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from MMBC.	\$5,000 per route, plus \$3,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by MMBC.												
	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	<p>The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the "Per Load Amount" will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table:</p> <table border="1" data-bbox="1008 1188 1344 1402"> <thead> <tr> <th data-bbox="1008 1188 1175 1268">Curbside Household Baseline</th> <th data-bbox="1175 1188 1344 1268">Per Load Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="1008 1268 1175 1293">10,000+</td> <td data-bbox="1175 1268 1344 1293">\$5,000</td> </tr> <tr> <td data-bbox="1008 1293 1175 1318">5,000-9,999</td> <td data-bbox="1175 1293 1344 1318">\$3,750</td> </tr> <tr> <td data-bbox="1008 1318 1175 1344">2,500-4,999</td> <td data-bbox="1175 1318 1344 1344">\$2,500</td> </tr> <tr> <td data-bbox="1008 1344 1175 1369">499-2,499</td> <td data-bbox="1175 1344 1344 1369">\$1,250</td> </tr> <tr> <td data-bbox="1008 1369 1175 1394">0-499</td> <td data-bbox="1175 1369 1344 1394">\$500</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by MMBC plus \$5,000 per day of Labour Disruption.												
	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline defined in Attachment 5), falls below 135 kilograms, then Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to raise its collection yield above 135 kilograms per

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Curbside Household. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to increase collection yield, and, at MMBC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

3. If the quantity of Category 8 Glass Packaging has not declined to less than 3% (by weight) in Categories 1, 2, 3, 6 and 7 PPP collected through Curbside Collection within one year of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to achieve the stated objective.

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**ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES**

1. In this Attachment, the following terms will have the following meaning:

"Bonus Period" means each 365 day period during the SOW Term, commencing on the Service Commencement Date.

"Curbside Household Baseline" means the number of Curbside Households in Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

"Curbside ICI Baseline" means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Curbside Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

2. In consideration for Contractor's performance of the SOW Services MMBC will pay Contractor:

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

Curbside Collection Financial Incentive		
	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$ per Curbside Household per Year
<input checked="" type="checkbox"/>	>2 Curbside Households per hectare	\$32.00
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$34.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$36.00
	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$35.00
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$37.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$39.00

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services pursuant to this Agreement in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

Top Up available to local governments accepting Curbside Collection incentive		\$ per Curbside Household per Year
<input checked="" type="checkbox"/>	Resident Education Top Up	\$0.75

MMBC Contract Report Appendix C

<input type="checkbox"/>	Depot Top Up	\$0.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$2.50

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Curbside Collection Financial Incentive	
<input checked="" type="checkbox"/>	Category 8 - Glass Packaging
	\$ per Tonne
	\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the Curbside Household Baseline, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the Curbside Household Baseline and the approved claims submitted for the Bonus Period. The annual performance bonus, if any, will be paid no later than 30 days after the contract anniversary date.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under this Agreement ("**Multi-Family Household Collection**"), and In-Scope PPP collected during Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (c), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

Curbside Collection Performance Bonus				
Avg In-Scope PPP Collected per Curbside Household Per Year	180 - 199 Kilograms	200 - 219 Kilograms	220 - 239 Kilograms	> 240 Kilograms
Performance Bonus	\$ per Curbside Household per Bonus Period			
	\$1.00	\$2.00	\$3.00	\$4.00

3. Annual Baseline Review.

- (a) On an annual basis, on a date to be determined by MMBC, Contractor will, in good faith, report and attest (in a form acceptable to MMBC) to the then-current number of:
- (i) Curbside Households in the Service Area;

MMBC Contract Report Appendix C

- (ii) Industrial, Commercial and Institutional (ICI) locations in the Service Area receiving Curbside Collection Service; and
 - (iii) Curbside Households per hectare in the Service Area.
- (b) MMBC may also provide evidence of the then-current numbers for the foregoing. Based on Contractor's attestation and the evidence provided by MMBC, MMBC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline and to identify and agree upon any changes in population density and the Curbside ICI Baseline. If the agreed upon new values of the foregoing trigger a price change (as, and only as, per the pricing categories listed in this Attachment), the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- (c) For purposes of reporting and determining the number of Curbside Households:
- (i) A single family dwelling is considered one (1) Curbside Household;
 - (ii) A laneway house is considered one (1) Curbside Household;
 - (iii) A duplex is considered two (2) Curbside Households;
 - (iv) A triplex is considered three (3) Curbside Households;
 - (v) A fourplex is considered four (4) Curbside Households;
 - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (ii), (iv) and (v) respectively, where the Contractor recognizes the conversion for utility and/or contract billing and provides Curbside Collection to each unit in the converted building at an equivalent service level as a single family dwelling; and
 - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by the Contractor as a single family dwelling for utility and/or contract billing is considered one (1) Curbside Household.
- (d) The number of Curbside ICI Baseline locations and the pro-rated quantity of In-Scope PPP from the Curbside ICI Baseline locations will be excluded from the Fees set out in this Attachment 5.

MMBC Contract Report Appendix D

UBCM Survey on Packaging & Printed Paper Stewardship Agreement

Respondents: 221 displayed, 221 total Status: Open
 Launched Date: 28-10-2013 Closed Date: N/A

1. The Recycling Negotiating Committee has compiled a list of concerns expressed by UBCM members. Please identify your local government's strongest concerns regarding the new recycling Master Service Agreement.

	Response Total	Response Percent	Points	Avg
Access to community's own recycling data	4	11%	n/a	n/a
Change of materials collected (i.e. glass separately)	9	26%	n/a	n/a
Contamination rate (3% maximum)	12	34%	n/a	n/a
Control of future changes in the contract with MMBC	17	49%	n/a	n/a
Existing contracts with recycling contractors	6	17%	n/a	n/a
Financial Incentive Offer	13	37%	n/a	n/a
Future service levels	11	31%	n/a	n/a
Inability to hold MMBC accountable for service levels	16	46%	n/a	n/a
Inability to negotiate MMBC Policies and Standards	25	71%	n/a	n/a
Length of agreement	4	11%	n/a	n/a
New requirements for depots	11	31%	n/a	n/a
Penalties (e.g. contamination, late reporting)	18	51%	n/a	n/a
Unsure how MMBC will communicate with local government	7	20%	n/a	n/a
None, we have no concerns	0	0%	n/a	n/a
Other, please specify view	11	31%	n/a	n/a

Total Respondents 35
 (skipped this question) 186

2. Please feel free to share additional comments or concerns with the MMBC Master Service Agreement.

Total Respondents 20
 (skipped this question) 201

3. What action has your local government taken regarding the Master Service Agreement with MMBC?

	Response Total	Response Percent	Points	Avg
Accepted without conditions	0	0%	n/a	n/a
Accepted with conditions, in discussion with MMBC	11	33%	n/a	n/a
Accepted with conditions, no discussion with MMBC	1	3%	n/a	n/a
Accepted with conditions,				

MMBC Contract Report Appendix D

waiting for framework from UBCM Recycling Negotiating Committee	6	18%	n/a	n/a
Opted out	2	6%	n/a	n/a
Rejected offer	5	15%	n/a	n/a
Other, please specify view	8	24%	n/a	n/a

Total Respondents	33	100%
(skipped this question)	188	

4. Please feel free to share further information about your local government's experience regarding the new Packaging and Printed Paper Stewardship Agreement.

Total Respondents	17
(skipped this question)	204

5. Name of Respondent

Total Respondents	31
(skipped this question)	190

6. Position

Total Respondents	31
(skipped this question)	190

7. Local Government

Total Respondents	31
(skipped this question)	190

MMBC NEGOTIATION ISSUES- Sept 27

Outstanding Requests (from PPP Working Group):

1. **Annual Review of Market Clearing Price (MCP)**
The market clearing price will be reviewed after year 3, however, the contracts signed by local governments last until year 5. The Working Group has asked that the MCP be reviewed annually and be part of the Master Service Agreement.
2. **MCP Should Provide for Additional Costs**
This includes inflationary costs, variable fuel cost, labour cost, and other related costs arising from the collection process requirements stipulated in the Master Service Agreement and Statement of Work.
3. **Increased Financial Incentive**
To cover the full cost of collection, including administration and education.
4. **Increased Amount of Performance Bonus**
Current performance bonus does not sufficiently reimburse increased cost of collecting increased volume; and service level failures appear to favour multi-stream collection, but incentive fees favour single stream. Performance bonus should be increased with increased volume.
5. **Remove or Reduce Penalties**
Current penalties are high, including for late reporting, contamination and during labour disputes. fine of \$500/day for late reporting).
6. **Set Realistic Contamination Rates**
Penalties are in place for loads with more than 3% contamination.
7. **Provide SABC Depot Standards**
Though the standards are being developed by the Ministry of Environment and SABC, these standards should be available for local governments who are considering the MMBC offer.
8. **Remove Requirement that Contractors Must Prevent Scavenging**
Collectors must prevent scavenging from garbage stream but this is may be unrealistic for local governments.
9. **Lower Distance & Time Criterion for Post Collection Service Providers.**
Currently set as a 30-minute driving time in Metro Vancouver and 60 km driving distance in other parts of BC. Local governments advised that they are unable to determine if MCP is sufficient when post-collection location is unknown.

Additional Issues (from Local Governments)

1. Intellectual Property

Contracts require that collectors surrender ownership of intellectual property to MMBC. Local governments are subject to FOI and cannot waive its obligation to disclose records within its control.

2. Location of Processors and Depots

Processors and depots have not been decided therefore collectors cannot estimate costs of provide collection.

Recommendations from 2012 Policy Paper on PPP

1. Producer Should Manage 100% of PPP Waste in BC

That producers are responsible for, and have an obligation to, manage one hundred percent (100%) of the packaging and printed paper waste in British Columbia. This obligation includes an extension of the PPP program to the industrial, commercial and institutional (ICI) sector within three (3) years of the program start-up, as well as local government compensation for the management of PPP materials that end up in local government waste streams.

2. Ensure Equitable Levels of Service between Urban and Rural Areas

That the packaging and printed paper product stewardship program provides an equitable level of service between urban and rural areas, and that existing levels of service be maintained or exceeded for those local governments that have established PPP programs in place.

3. Create Measures and Incentives for Redesigning PPP

That the design and implementation of the PPP program includes measures and incentives for redesigning packaging and printed paper, to ensure that the program moves PPP up the pollution prevention hierarchy and eliminates the need for landfilling and/or incineration of program materials.

4. Expand Program with 3 Years to Cover ICI

That the PPP program be expanded within three years to cover the industrial, commercial and institutional (ICI) sector following the implementation of the program within the residential sector.

5. Require a Recovery Rate of 85%

That the PPP program seek a recovery rate of eighty-five (85%) or higher, consistent with the principles adopted by the UBCM membership in the 2007

Environment Action Plan.

6. Apply Recovery Rate to Specific Material Categories

That the target recovery rate identified in the Recycling Regulation apply to specific material categories as opposed to overall packaging composite.

7. Apply Recovery Rate to Each Local Government

That the target recovery rate identified in the Recycling Regulation apply to each local government to ensure equivalent service levels between urban and rural areas.

8. Include Milk Containers in Deposit Refund System

That the PPP program include the addition of milk containers to the deposit refund system.

9. Require that the PPP Program apply to all areas that local governments are currently servicing. (Addressed)

10. Develop Incentives or Design Requirements

That producers develop market based incentives and/or design requirements to stimulate product redesign and re-use to diminish the potential for materials to be incinerated or landfilled.

11. Develop Material Specific Targets and Performance Measures

That material specific targets and performance measures be developed by the producers and enforced by the Province.

12. Provide Meaningful Consultation Opportunities for Local Governments

That local governments be given meaningful consultation opportunities in the design of the program as well as ongoing consultative mechanisms during the implementation of the program.

13. Provide an Enhanced Dispute Resolution Process

That an enhanced dispute resolution process be incorporated into the program, whereby local governments have the right to receive compensation for impacted costs if producers are not providing adequate service levels that result in materials being sent to local landfills and/or incinerators.

14. Provide Options for Local Government Participation (Addressed)

That the product stewardship program incorporates flexible and scalable options for local government participation in the management of PPP materials.

15. Provide Local Governments with Right of First Refusal (Addressed)

That local governments be given the right of first refusal for providing packaging

and printed paper product stewardship services under the new PPP product stewardship program

16. Require that the PPP Program Seek Efficiencies to Minimize Carbon Footprint.

That the design and implementation of the PPP program focus on seeking efficiencies within the collection, transportation and processing of materials to minimize the carbon footprint of the program.

17. Require Measures and Incentives for Redesigning Packaging

That the product stewardship program include measures and incentives for redesigning packaging, which ensures that the program moves up the pollution prevention hierarchy by minimizing the landfilling and/or incineration of collected program materials.

18. Require that Compensation be Based on Local Governments' True Operating Costs

That local government compensation for their assistance in, or management of, the product stewardship program be based on a local government's true operating costs.

19. Require that Local Governments be Compensated for PPP Materials that end up in Local Government Waste Streams

That local government be compensated for the management of PPP materials that end up in local government waste streams, and that standardized and industry funded waste audits be conducted to help determine appropriate levels of compensation for such management.

20. Require that the PPP Program be Fully Funded by Industry

That the product stewardship program be fully funded by industry, in which producers are responsible for all costs associated with the management of PPP materials including, but not limited to collection, transportation, processing, public outreach and education.

21. Ensure that Local Governments are Compensated for Continued Education and Outreach Activities

That local governments receive compensation for continued education and outreach activities following the implementation of the product stewardship program.

21. Ensure that Rural and Remote Areas Receive Equitable Level of Service

That rural and remote areas receive an equitable level of service as their urban counterparts under the PPP product stewardship program.

22. Ensure that Existing Levels and Quality of Service be Maintained or Exceeded

That existing service levels and quality of service be maintained or exceeded for those local governments that have established PPP programs in place.

23. Ensure a Seamless Transition for Local Governments with PPP Programs

That the implementation of the program seeks to provide a seamless transition for those local governments with established PPP programs, in order to minimize and/or prevent any disruptions to existing services, employment and service contracts, and community expectations.

24. Provide Local Governments with an Active Role in the Management of PPP

That local governments be provided the option and opportunity to play an active role in the management of packaging and printed paper under the product stewardship program.

25. Ensure Meaningful Consultation Opportunities

That the PPP program incorporate meaningful consultation opportunities in the design of the program as well as ongoing consultative mechanisms during the implementation of the program.

26. Create a Product Stewardship Agency

That local governments explore the creation of a local government product stewardship agency that would facilitate active engagement, and negotiation with, all product stewards on existing and new product stewardship programs.



October 25, 2013

Gary MacIsaac
Executive Director
Union of BC Municipalities
Suite 60-10551 Shellbridge Way
Richmond BC V6X 2W9

Dear Mr. MacIsaac:

Thank you for your phone call of October 10, 2013, regarding the new Union of BC Municipalities (UBCM) resolution and committee on packaging and printed paper (PPP) product stewardship. I appreciate the work that UBCM and its staff have done to assist local governments with the transition to industry responsibility for PPP product stewardship. I am writing to respond to UBCM's resolution (SR1), provide our support for the new committee and to let you know about some upcoming regional workshops for local governments.

As you know, under the Recycling Regulation (the Regulation) producers are responsible for collecting and recycling the products that they make and sell. On May 19, 2011, the PPP product category was added to the Regulation, providing producers with three years to consult with stakeholders, develop a plan and implement a stewardship program. Multi-Material BC (MMBC) has an approved product stewardship plan and is in the final stages of preparing to launch its program on May 19, 2014. MMBC represents a broad range of producers including businesses in the retail, grocery and food service sectors.

MMBC's product stewardship plan outlines how it will comply with the Regulation and meet the required performance standards. MMBC's plan commits to increasing the provincial recycling rate for PPP from approximately 52 percent to over 75 percent. To achieve this new recycling rate, MMBC has also committed to expand PPP collection services province wide through enhanced curbside blue box and depot options. MMBC has chosen to provide local governments with first right of refusal to receive financial incentives to deliver these enhanced collection services. Should local governments refuse the incentives, then MMBC will develop its own PPP collection system. MMBC's plan can be found on the Ministry of Environment (MoE) Product Stewardship website at <http://www.env.gov.bc.ca/epd/recycling/pack/index.htm>. More information on MMBC, including information for local governments who choose to receive the incentives and be service providers, can be found on the MMBC website at <http://multimaterialbc.ca/>.

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With respect to the request in the resolution that the provincial government and MMBC provide local governments an additional 90 days to consider MMBC's incentive offer, the incentive offer and deadline are not set by the Province and, therefore, local governments need to negotiate this extension directly with MMBC. That said, ministry officials have discussed this with MMBC and it's my understanding that, at the request of local governments for more flexibility, MMBC has provided local governments with four options to consider:

1. Local governments can choose to accept MMBC's offer.
2. Local governments can choose to decline the offer. MMBC will be responsible to meet the performance requirements set out in the PPP stewardship plan.
3. Local governments currently providing PPP curbside collection services may decline the offer and notify MMBC and MoE that they wish to continue to provide the PPP curbside collection service at their own cost.
4. Local governments that do not accept the incentives and do not execute an agreement with MMBC by November 30, 2013, should notify MMBC that they need more time to consider MMBC's offer. Local governments are also asked to notify MoE and confirm continuity of service to the public until such time as the local government and MMBC execute an agreement. Should the local government subsequently decline to execute an agreement and indicate that MMBC should provide the service, the local government will agree to provide continuity of service to the public until MMBC can provide the service.

With respect to the request in the resolution for the Province to review and revise MMBC's stewardship plan to address performance measures, I respectfully note the extent to which MoE has facilitated the incorporation of greater performance measures into the existing plan prior to approval. I note your concerns regarding service levels and resident awareness, and encourage you to review the performance measures committed to within MMBC's approved stewardship plan. It is MoE's expectation that service to British Columbia residents is maintained and, in some instances, improved given the expansion of materials to the blue box as well as additional service to geographical regions of BC. Appendix C of MMBC's plan itemizes commitments in accordance with provincial regulatory requirements. In addition, MoE is constantly monitoring plan performance and would appreciate any details including rationale, that local governments can provide on plan/program performance or areas needing improvement.

We all have a vested interest to ensure that all stewardship programs operate effectively and efficiently. As such, ensuring compliance with provincial regulatory requirements is one of MoE's principal objectives. MoE holds producers to the commitments outlined in their approved stewardship plans and works within its regulatory scope to ensure Extended Producer Responsibility programs in BC are meeting environmental and service level objectives.

In this light and to follow up on questions raised at the 2013 UBCM Convention, MoE staff will be holding regional workshops in early November 2013 with local government staff to continue

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our work to engage and assist local governments in the transition to producer responsibility for PPP collection and recycling. Ministry staff are working with UBCM and local government staff across the province in arranging seven regional workshops across BC. More information on these workshops can be found on the MoE Product Stewardship website at <http://www.env.gov.bc.ca/epd/recycling/pack/index.htm>. Questions regarding the workshops should be directed to Ms. Julia Bates, Senior Policy Advisor at the Ministry of Environment. Ms. Bates can be reached by email at Julia.Bates@gov.bc.ca.

In closing, I would like to take this opportunity to offer any support we can provide to the new UBCM PPP committee initiated by the resolution. Ministry staff can provide a background presentation on our policy to make producers responsible, the Regulation and our compliance and enforcement strategy. I understand from ministry staff that the committee may want the Honourable Mary Polak, Minister of Environment, and/or myself to attend one of the committee meetings. To arrange a meeting, please contact Ms. Bonnie Lee, Senior Executive Assistant in my office, by email at Bonnie.Lee@gov.bc.ca.

Sincerely,



W.H. (Wes) SHOEMAKER
Deputy Minister

cc: Regional District Chairs and Chief Administrative Officer's, Union of BC Municipalities
John Coyne, Chair, Multi-Material BC
Jared Wright, Director of Advocacy & Government Relations, Union of BC
Municipalities

Town of Ladysmith
Mayor and Council
410 Esplanade
PO box 220
Ladysmith BC
V9G 1A2

October 27, 2013

RE: School District #68 10 year Enhanced Facilities plan – Proposal to close Davis Road Elementary

I'm writing to express my concern and dismay at the proposed changes for Ladysmith entailed in the SD# 68 10 year Enhanced Facilities Plan, specifically the proposed closure of Davis Road Elementary. Davis Road is a highly successful school which has an outstanding reputation that has drawn students/parents to it for the last 50 years, and continues to do so today, in such numbers that the school is well over-capacity and in some grades has wait-lists to enroll. It is currently the only K-7 school in the south end, and I am concerned if it closes my child will no longer be in walking distance to her neighborhood school, and as we are also homeowners in the neighborhood, our property value will diminish. I understand the School District has difficult choices to make. However, if a school absolutely needs to close, then I fail to see why Davis Road would be the choice, considering the growth in the south end, the improvements the PAC has put into the school, and the uniqueness of having forested property adjacent to this particular site (just to name a few things)! If anything, Davis Road needs to be on the capital list for expansion/renovation.

If Davis Road does close next year, I will be left with the choice of sending my child to the Intermediate School, or elsewhere. LIS is not currently adapted for primary aged children, and in the current climate, I have reservations that the budget will be found for its renovations. Further, it is not located in walking distance to our home, which is one of the reasons we bought in the Davis Road area. I will be researching Chemainus for K-7 alternatives.

Regards,

Trina Allain

Parent, Davis Road Elementary

Ladysmith BC

Jennifer LeBlanc

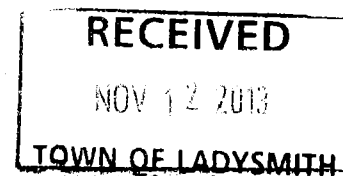
From: natalie cherchas <flyingdust@gmail.com>
Sent: November 8, 2013 8:09 PM
To: Town of Ladysmith
Subject: ecole davis road

Hello, Please forward to the mayor and the town councillors - thank you!

I am writing today to express my deep concern about the possibility that Ecole Davis Road may be closing. I am a parent of a child who attends the school and my other child will hopefully be attending in the fall of 2014. We moved to Ladysmith 6 years ago from Vancouver and were impressed by the family friendly community. We only planned to stay for year or two, but it grew on us. My son started ecole davis road in the french program and has made wonderful friends and due to the community feel of the school, we as parents have always been made to feel welcome. My son struggles in school, but the support of the teachers and the smaller school size is important so that children like him do not get lost along the way. I can not believe that it is even on the table that such a successful school be eliminated. For us, we have already begun discussions about moving as I do not want my kids to be going to the primary school in ladysmith for many reasons. As well, I feel that communities need to offer schools that meet the needs of the students and families as tax payers and citizens. We will not be sending our kids to nanaimo or chemainus to school, rather we would likely move out of town as we feel that education for our kids is vital to their development and ladysmith will no longer offer a school that has a small size, involved parents, or a community feel.

Additionally, as a social worker, I see time and time again how families that live on the edge get further pushed into poverty and marginalised. How are families living in the south end going to support their kids unless they have transportation to and from the primary? And don't tell me that they can put their 5 year old on the school bus - that is inappropriate. This does not even begin to address the fact that so many families have moved specifically to the south end because of the school. Families need to be prioritized, education needs to be prioritized, the town needs to listen and respond for its citizens. Otherwise, people will move out, as we plan to do in event of the schools closure, the town's economy will tank, and the poor rates of school success that plagues this part of the island will continue. Ecole Davis Road is a success story - support the growth and success.

Respectfully, Natalie Cherchas and Doug Scott



Subject:

FW: Ecole Davis Road

From: Dave Lieffertz

Sent: November 14, 2013 9:00 PM

To: Rob Hutchins; Steve Arnett; Town of Ladysmith; Bill Drysdale; Jillian Dashwood; Gord Horth; Duck Paterson; Glenda Patterson

Subject: Re: Ecole Davis Road

Dear Mayor and Council Members,

My wife and I were very fortunate to have our twin girls enter Davis Road French Immersion in grade one as we live out of the catchment area. The size of the school was of great interest to us as it meant less physical negotiating for our eldest daughter who has cerebral palsy. The school has a fantastic reputation in which we trusted, and, five years later we are not disappointed. The community support of other parents and teachers throughout these years has allowed our children to excel not only academically, but socially as well.

It would be tragic for us to lose Ecole Davis Road as it is less than 7km from our home. The nearest French Immersion schools that are of ideal size are more than 20km away; the closer of the two being outside of School District 68. We moved to the Chemainus area from abroad in 2006, and our future plans do not include remaining in the Nanaimo District should Ecole Davis Road close. We are highly disappointed with how the school trustees and board have handled the challenges they face, especially when it comes to future investment in Ecole Davis Road, a highly successful school. It would be reassuring to know that there has been real, genuine reception of the potential alternatives that have been proposed by other members of the community; indeed, many of these solutions promote the positive future of the children at Davis Road as well as the community at large.

Sincerely,

David Lieffertz
Parent

November 24th 2013

Dear Sir or Madam:

RE: Proposed Closure of École Davis Road School

My husband and I were very fortunate to have our twin girls enter École Davis Road School French Immersion in grade one, as we live outside of the catchment area. The size of the school was of great interest to us, as it meant less physical negotiating for our eldest daughter who has cerebral palsy. The school has a fantastic reputation, and, five years later our trust in that has not been disappointed. The community support of other parents and teachers throughout these years has allowed our children to excel not only academically, but socially as well.

It would be tragic to lose École Davis Road, as it is less than 7km from our home. The nearest French Immersion schools beyond our École Davis Road are more than 20km away; the closer of the two being outside of School District 68. We moved to the Chemainus area from abroad in 2006, and should the District Board & Trustees choose to put an end to this phenomenal place – one which has repeatedly proven to be more than the sum of its parts; one in which our daughters have learned by example what it is to operate in a world of mutual respect, trust, and an others-centred environment – we most certainly will NOT continue to entrust our children and their future to a District which has so little regard for the voices of those they supposedly work to empower and protect.

We are highly disappointed with how the school trustees and board have handled the challenges of this time, especially as it applies to future investment in École Davis Road, a highly successful school. It would be reassuring to know that there has been true, genuine reception of the potential alternatives that have been proposed by other members of this incredible community; indeed, many of said solutions promote the positive future of the children at Davis Road as well as the Ladysmith community at large.

Sincerely,

Michelle Lieffertz, MFA

Instructor of Acting, Voice & Movement | SAMC Theatre
School of the Arts, Media and Culture | Trinity Western University

From: Erin Marshall

Sent: October 10, 2013 12:43 PM

To: ckelt@sd68.bc.ca; Rob Hutchins

Cc: Steve Arnett; Bill Drysdale; Jillian Dashwood; Gord Horth; Duck Paterson; Glenda Patterson;

Subject: Davis Rd School

Dear Mayor Rob Hutchins and Board of Education:

I am writing with regards to the proposed school closure of Ladysmith's overpopulated Davis Rd Elementary.

Like many others, I moved to the Davis Rd School catchment area for the actual school itself, and *not* specifically the French Immersion enrichment program. French Immersion was a bonus.

I chose this area because I will have children in *one* elementary school for twelve consecutive years. I purposely purchased my house within walking distance to the school. If you close our neighbourhood school, I would be required to drive my children to town and back, each and every school day. As our home is 4.1 kms from Ladysmith Intermediate School, one of my children, who will be in Kindergarten September 2014 would qualify for the bus, while my other child, who will be in Grade 4 would not (4.8 kms is the SD bus distance for a child Grade 4 and up). As a single mom, this makes things difficult.

I don't live in a rural area; my children should be walking to and from school.

Davis Rd School could be dubbed as "The Little School That Did". Over the past decade, many new developments have been built around Davis Rd and we live in one of those. This school has regularly turned students (French and English) away due to classes being full. It is the school of choice in Ladysmith. If given the chance to expand by replacing this popular school, more children could have the opportunity to be enrolled in French Immersion. In turn you could offer French Immersion at Ladysmith Secondary School (LSS) beyond Grade 8. Davis Rd School is the third highest rating school in School District 68 according to the Fraser Institute, number one in Ladysmith. Number ONE!

By closing Davis Rd School this in turn will eliminate South end children walking to their neighbourhood school and take away from a growing community and turn it into a have-not community. I have lived in this area for a total of 23 years, so know this area well. This will limit where families will choose to buy. Who would buy my house? Not a young family, that's for sure!

Davis Rd is a success story and has waited its time to be replaced. My suggestion is to follow through with the original proposal of replacing Davis Rd as soon as possible.

This site is suitable for up to 450 students. Why not make an optimal, modern, up-to-date dual track school of 200-400 students at the current location. *There is potential to have new access roads to the school to alleviate parking issues we currently face.* This could in fact attract many out-of-catchment students as well as many new families to our wonderful town.

Please read this September 16, 2013 letter in the newspaper from my daughter on how a child feels about this: <http://www.canada.com/Student+doesn+want+closure+school/8918564/story.html>

Sincerely

Erin Marshall
Ladysmith

CC: Ladysmith Town Councillors

L. Mueller
1128 Carey Place
Ladysmith, B.C.
V9G 1P9

October 17, 2013

Mayor Rob Hutchins
Town of Ladysmith
410 Esplanade
PO Box 220
Ladysmith, BC
V9G 1A2

Re: School District 68 Closure of Ecole Davis Road School & Grade 7 to Ladysmith Secondary School

Dear Mayor Hutchins,

I was extremely disappointed with School District 68's approval to close Ecole Davis Road Elementary School, move its K to 6 students to Ladysmith Intermediate School and place grade 7 students in Ladysmith Secondary School in order to address low enrolment numbers at Ladysmith Secondary and Ladysmith Intermediate Schools. My disappointment was mildly tempered by the plan for additional consultation process regarding Ecole Davis Road Elementary School.

When my husband and I moved to Ladysmith, our children's education was an important consideration for us. I grew up in Ladysmith and my husband grew up in another BC small town, and we were satisfied with the quality of education we had received. We enjoy the mix in demographics in Ladysmith and believe our daughters are enjoying a richer childhood because of it. Our daughters have been attending Ecole Davis Road School since they were in kindergarten and are happy there. I am very happy with the education they are receiving there, as well as the warm, supportive environment, and wonderful teaching staff. I am extremely impressed at the high involvement of the staff in extra-curricular activities, especially when compared to other schools. The FSA results and Fraser Institute Report for 2013 prove that Ecole Davis Road School provides a high standard of education to its students.

I find School District 68's proposal to close Ecole Davis Road School and moving the students incomprehensible. This school is the lowest cost school in the south part of the school district, and is also out-performing every other school in School District 68, when the high vulnerability of its students compared to the remainder of the district is taken into account. This change can only have a negative impact on the educational outcome of students attending Ecole Davis Road. The suggestion of having only one school for elementary students in Ladysmith is unacceptable for the community, as there is no alternative for students who experience difficulties in the school they are attending and effectively developing a sense of community in a school that size is impossible. The current plan of simply moving students from Ecole Davis Road, the most popular school in Ladysmith, to Ladysmith Intermediate School does not address the issues around enrolment in schools in Ladysmith and will still leave students in portable. It is well known that there are many other elementary students living in Ladysmith who attend private schools instead of the public schools available in town. This change will only increase the number of students moving to private elementary schools from public elementary school in Ladysmith. It will also eliminate the revenue School District 68 receives from those students attending

School District 68 may propose moving French Immersion to North Oyster, as has been previously proposed by School District 68. Unfortunately this would eliminate the possibility of lower income families being able to enroll their children in French Immersion due to the lack of transportation. They deserve the opportunity to participate in the French Immersion program. These students are an important part of the French Immersion program, and Ecole Davis Road. Their presence in the program builds tolerance and character in all students. It also develops confidence in all students enrolled in the program. Moving French Immersion to North Oyster Elementary will also decrease the parent participation at the school, including the number of parents required for driving students for various programs such as swimming lessons. Our daughters walk to on my parents for after school care and are brought to afterschool activities by my parents. This is something I could not ask my parents to do if French Immersion was moved to North Oyster. I know there are many others who rely on their parents as I rely on mine when it comes to afterschool care. It would be a tragedy to remove this program from Ladysmith, and specifically, Ecole Davis Road because of the impact on the students and the community. The 2010 review of schools in Ladysmith by an independent engineering firm identified that the best option for Ladysmith is to rebuild Ecole Davis Road with French Immersion remaining at that school. It would be a shame to ignore the findings of this review.

School District 68's decision to move grade 7 students to Ladysmith Secondary School is irresponsible and short-sighted. Twelve year old children have no place in an institution with 17 and 18 year old young adults. Studies, which have been presented to School District 68, show a dark outcome for students of this age attending school with 17 and 18 year olds, as well as with 15 year old students. Specifically, twelve year olds attending school with these older students have higher numbers of students participating in risky behaviour, compared to those that do not. In the U.S., this includes higher teenage pregnancy rates, which is obviously a concern for me. School District 68 has not made public any detailed plans addressing what grade 7's in a secondary school will look like and what 'additional programs' they will receive once they move to Ladysmith Secondary School. And the move is to happen next September. I hope this means that School District 68 has recognized that this is not an option, and high school must remain for grades 8 to 12.

The justification for placing the grade 7 students in the high school has been identified as a way to fill spaces not used by high school students because of a drop in enrolment. In 2008 there were 805 students attending Ladysmith Secondary School. Currently there are 580. How did this decline in enrolment occur? Obviously, the removal of students from the public school system by the Stzuminus First Nations played a significant role in this. However, there are a large number of Ladysmith students attending private schools. Investigating and addressing the cause of this is paramount to providing high quality education to our children as well as maintaining viable schools in Ladysmith.

I understand that Ladysmith Secondary Schools is now providing on-line courses for some less popular courses. This can be an effective way to ensure students are provided with the courses they require for post-secondary education. However, I understand that there are issues with computers, which has resulted in students hunting through the school for a computer on which to complete their work. I understand that there is a teacher at the computer lab to answer students' questions. At first glance it appears wonderful that these on-line courses offer flexibility to students to allow them to complete their work at whatever speed they require. However, there are no formalized lectures to provide direction and clarification of material, and no demands from this teacher to have work completed by certain days. Therefore, only the most focused students will be able to complete these courses within the regular 5 month semester period and do well. The remainder will be finishing the course well into the following semester, if they finish at all. It is the obligation of Ladysmith Secondary School to ensure its students succeed, and the school management must ensure all students are given every opportunity to succeed in all courses, including those offered on-line.

I understand from the Ladysmith Chronicle and from parents of high school students that there have been serious scheduling problems at Ladysmith Secondary School. Ladysmith Secondary School has shown no interest in providing 'graduates' of Ecole Davis Road's French Immersion program with meaningful French

education, and has cancelled instead of re-scheduling courses to better meet the schedules of students, despite course interest.

I am seriously concerned about whether my children will succeed in Ladysmith Secondary School, based on the concerns raised to me by parents of high school students. Adding grade 7 students to Ladysmith Secondary School is not the panacea to declining enrolment in Ladysmith Secondary School, and it will not enable the school to provide a larger variety of courses to those in grades 8 to 12, as the number of students in those grades will be limited by the presence of grade 7 students in their school.

I reviewed the minutes of the Ladysmith Working Group meetings held in September. Although the Ladysmith Working Group has apparently already agreed on the criteria to be investigated during this process, I am listing below those criteria which I believe must be addressed in order to ensure Ladysmith maintains high quality education for all its students.

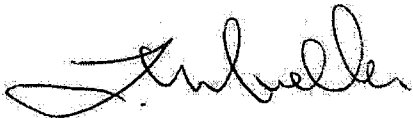
1. Investigate and address the low educational outcome in Ladysmith schools.
2. Investigate and address the declining enrolment in Ladysmith schools due to students being enrolled in private schools. The current Principal of Ladysmith Secondary School sends his daughter to a local private elementary school. As this Principal is on the Ladysmith Working Group, he should be able to provide invaluable insight into what is driving Ladysmith parents to place their children into private schools. There are enough students in this catchment to keep all the elementary schools open and fill Ladysmith Secondary School.
3. All elementary schools in Ladysmith should be Kindergarten to grade 7, and one of these should be Ecole Davis Road Elementary School, as it sits on the largest elementary school property School District 68 has in Ladysmith. The other elementary school or schools should eventually be on a new site, away from Ladysmith Secondary School, on a property large enough to provide proper playground space for the number of students enrolled.
4. Ladysmith Secondary School should remain grade 8 to 12.
5. The leadership of Ladysmith Secondary School must review what options are available to ensure the school can compete with what is offered at private schools and public high schools in the area. Core pre-requisite courses for university must be provided annually, and French Immersion or other enhanced French program for current French Immersion students must be provided. Ladysmith Secondary School must work at better organization for student class scheduling to minimize confusion at the start of the school year and maximize time in class. It must also work at improving student learning outcome in academic subjects to ensure they have the grades required to access the post-secondary institutes and programs they desire after they graduate. While this may all appear to be a daunting task, our children deserve it, and this can be achieved if it is desired by the leadership at the school and school district level.
6. Review with Stzuminus First Nations what concerns they had that resulted in them removing Stzuminus First Nations students from the public school system. I believe their participation in the public school system is important in creating stronger ties between Ladysmith and Stzuminus First Nations, as well as the residents in these communities. School District #74, which includes Lytton and Lillooet, has been successful in increasing the number of First Nations graduates and may be able to provide some insight into their success.
7. Ensure all teaching and support staff and the principal of Ecole Davis Road Elementary School are provided with corresponding positions in Ladysmith, regardless of what the future holds for this school. It would be a tragedy to lose Ecole Davis Road Elementary School, not only to the students but to all who work there. It would be shameful to push from our community these invaluable people who have developed such a nurturing, inclusive learning environment out of our community, when they have created a school that actually draws people to the community.

School District 68 has stated that it must address the decline in enrolment by closing schools, much as most other school district must. However, School District 68 has much lower participation rates in its schools compared to the provincial average which indicates there are more issues to declining enrolment locally than in the rest of the province. School District 68 must investigate and address those issues which are responsible for the excessive lack of participation rate in its schools. While the 10 year facilities plan was developed to increase the participation rate of students in the public schools of School District 68, this plan will have the opposite effect in Ladysmith and surrounding communities. Closing popular schools to increase enrolment in schools with declining enrolment will only exacerbate the problem and result in less student participation in School District 68. It will also decrease the number of families moving to Ladysmith, as families choose to move to communities where quality education is available.

Ladysmith is a lovely community to live in, but without proper educational access, families will move elsewhere. So many activities that have been developed for children will disappear, as the need for them diminishes. While our children are currently in the public school system, we are reviewing whether keeping them there is in their best interest, because the options being presented by School District 68 to us do not appear as if they will provide them with the quality of education they require or deserve. It is unlikely that our daughters will remain in the public school system if Ecole Davis Road Elementary School closes, based on the current proposals. Our daughters will not attend public school if they must complete grade 6 or 7 in Ladysmith Secondary School. Their return to public high school would depend on the quality of education provided at Ladysmith Secondary School.

Please take into serious consideration my concerns as outlined above and include my concerns in the ongoing discussions with School District 68. It is my hope that the Ladysmith Working Group will develop an educational plan that will fit the needs of Ladysmith and all the children who live here.

Kind regards,



Lorena Mueller

c.c: Steve Arnett, Councilor, Town of Ladysmith
Jillian Dashwood, Councilor, Town of Ladysmith
Bill Drysdale, Councilor, Town of Ladysmith
Gord Horth, Councilor, Town of Ladysmith
Duck Paterson, Councilor, Town of Ladysmith
Glenda Patterson, Councilor, Town of Ladysmith
Donna Allen, Trustee, School District 68
Bill Bard, Trustee, School District 68
Jamie Brennan, Chair of the Board, School District 68
Nancy Curley, Trustee, School District 68
Kim Howland, Trustee, School District 68
Dot Neary, Trustee, School District 68
Bill Robinson, Trustee, School District 68
TerryLynn Saunders, Trustee, School District 68
Sharon Welch, Trustee, School District 68

RECEIVED

OCT 11 2013

TOWN OF LADYSMITH

From: Graeme Rouse
Sent: October 10, 2013 7:55 PM
To: Town of Ladysmith
Subject: New petition to you: Mayor and Council, Town of Ladysmith: Please work with the Board of Education to keep Davis Road School open

Dear Council, Town of Ladysmith,

Graeme Rouse started a petition "Mayor and Council, Town of Ladysmith: Please work with the Board of Education to keep Davis Road School open" targeting you on Change.org that's starting to pick up steam.

Change.org is the world's largest petition platform that gives anyone, anywhere the tools they need to start, join and win campaigns for change. Change.org never starts petitions on our own -- petitions on the website, like "Mayor and Council, Town of Ladysmith: Please work with the Board of Education to keep Davis Road School open", are started by users.

While "Mayor and Council, Town of Ladysmith: Please work with the Board of Education to keep Davis Road School open" is active, you'll receive an email each time a signer leaves a comment explaining why he or she is signing. You'll also receive periodic updates about the petition's status.

Here's what you can do right now to resolve the petition:

- Review the petition. Here's a link:
 - <http://www.change.org/petitions/mayor-and-council-town-of-ladysmith-please-work-with-the-board-of-education-to-keep-davis-road-school-open>
- See the 5 signers and their reasons for signing on the petition page.
- Respond to the petition creator by sending a message here:
 - <http://www.change.org/petitions/mayor-and-council-town-of-ladysmith-please-work-with-the-board-of-education-to-keep-davis-road-school-open/responses/new?response=d66a629e3414>

Sincerely,
Change.org

There are now 5 signatures on this petition. Read reasons why people are signing, and respond to Graeme Rouse by clicking here:

<http://www.change.org/petitions/mayor-and-council-town-of-ladysmith-please-work-with-the-board-of-education-to-keep-davis-road-school-open/responses/new?response=d66a629e3414>



From: jodi scott

Sent: October 20, 2013 11:38 AM

To: Rob Hutchins; Cathy Kelt

Cc: Steve Arnett; brdrysdale@ladysmith.ca; Jillian Dashwood; Gord Horth; Duck Paterson; gpatterson@latersmith.ca

Subject: Ecole Davis Rd School

To all involved in making the decision on the fate of our Ladysmith schools.

Firstly, thank you for taking more time to consult in making this extremely important decision.

My concern strictly lies with keeping the Ecole Davis Road School open, and having a school on the south end of town.

We moved to this area in southern Ladysmith because of the K-7 school and picked our property so it would be walking distance to school.

I have been advised by a local realtor that this could affect property value. Removing a school from this part of town will drastically change the demographic as well. Families will possibly move and most definitely will not as easily decide to choose a house here to move to.

Not only that, but if you decide to locate all the children in schools in the middle of town the traffic for pick up and drop off will be atrocious! Not to mention that they will not be providing bus service for the kids from the south as it is technically walking distance in their parameters.

I could also speak to the school in general. It has a fabulous spirit and kids really do thrive there. It is a 'family', and I never knew school could be that way.

The fact that the facility may not be perfect, but STILL grows year to year should speak volumes.

If you read all the research provided to you, you will know that kids moving schools multiple times can affect their general mental well being and learning.

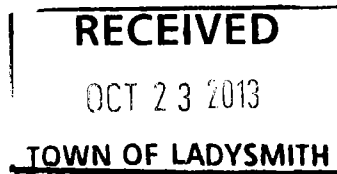
There have been rumours of moving the french program out as well, my child is in english but having the french immersion in our school is a great benefit and even to take that out would be a mistake. It works amazing just how it is.

I write to ask to please not close Ecole David Rd School, but to look at having it replaced so it can grow to be bigger and better. The land that it is on is perfect for that to work.

Thanks for your time.

Jodi Scott

Parent of student from Ecole Davis Rd and resident of South Ladysmith



760 Russell Rd.
Ladysmith, B.C.
V9G 1W4 10/9/13

Board of School Trustees
School District #68 (Nanaimo-Ladysmith)

Re: Proposed closure of Ecole Davis Rd., Ladysmith

To Whom it may Concern:

It is a well-known fact in educational circles that children, especially small children, do better in a smaller school. Unfortunately, I don't have research studies or stats at hand, but, I am sure that you, The Board, are aware. At a school such as E.D.R., students benefit from smaller classes and more personal attention. Children form strong friendships and attachments impossible to make in a large institution.

Schools with fewer numbers experience less bullying. If there is any bullying, it is easier to control given the smaller setting. Gang behavior is virtually unheard of. Learning disabilities, social problems and burgeoning mental illnesses among the students are easier to diagnose and ameliorate.

Early diagnosis and treatment of mentally ill sufferers in our society will effect the only 'cure'. The schools can take a major role in this. Such life-altering maladies as ADHD* and FASD* are epidemic in North America. They require intervention at the Primary school level. The principal, teachers and school support staff can aid greatly. In larger schools, children like my (now diagnosed) grandson can easily 'fall through the cracks'.

I, personally, am the well-educated product of a local small school-Somenos Elementary in Duncan. I attended there in the 50's. At that time, it registered fewer than one hundred students in only three classrooms. I got a good ol' basic education there. It gave me a more-than-adequate grounding for later successes at Cowichan High and U. Vic. I graduated with honors from the University of Victoria in 1980. Some of the close friendships I made in elementary school kept up through university and to this day.

Ecole Davis Road is unique. It has a humanistic, caring quality that I have not experienced in the ten or so schools in which I taught during my twenty-five year career. My two grandchildren whom I, in my Sixties, am raising, have benefited greatly from their experiences there. They are currently in FI 2 and FI 3. Both have attended since Kindergarten and that educational continuity has been a boon to them.

At the age of four, my grandson was diagnosed with severe ADHD. The principal particularly, but all of the staff as well, have gone out of their way to keep him in school. They have worked hard to accommodate his meds changes and liased with outside help agencies such as Child and Youth Mental Health. There was one heartwarming incident in which the principal carried the frightened little boy into a 'scary' van and accompanied him to the Boys and Girls Club. There have been other instances, too numerous to mention here, wherein staff have gone out of their way to assist Brandon.

*ADHD -Attention Deficit Hyperactivity Disorder

*FASD-Fetal Alcohol Spectrum Disorder

He, hopefully, will have a vastly different outcome from that of my son and my brother (both ADHD sufferers) who, in spite of extremely high IQ's, have lived lives on the streets. They were kicked out of and abused horribly in schools from an early age. In their elementary schools, lack of awareness and support services were the culprits. In high schools, large numbers and impersonalism. We are hoping that, for the sake of all the children this uniquely humanistic school with its relatively small numbers will not be closed.

And, granted, one might argue that a school is more than just its physical plant. So what if the kids have to move to a different one? The 'so what' is answered by the facts that:

- 1) moves of any kind are extremely disruptive to and confusing for children
- 2) Many families might relocate to other jurisdictions. (we are one)
- 3) The logistics of young children getting to and from a different school may be difficult and confusing.
- 4) Having to learn new routines, familiarize themselves with a different physical plant, etc. will assuredly disrupt their learning.
- 5) If not all students transfer to the new facility, valuable friendships may be lost.
- 6) Learning will be further disrupted as the teachers and principals have to restructure their schools and classrooms, learn new routines, etc.
- 7) Very young children will have to bond to different adults and learn to cope in new, perhaps frightening and more-complicated situations.

If this school closes, it will be disruptive to learning for all students, including my grand children. Of course, the ideal solution would be to build a brand new school in the adjacent vacant lot. And to keep EDR open while that is happening. I don't know if that is 'in the works' or not.

To me, the philosophy of our current provincial government seems to be 'bigger is better'. A 'let's just coagulate all students into huge physical plants' attitude. It is you members of The Board (and, perhaps only you) who stand in the way of these huge, impersonal institutions taking hold in our society. Only you can stop the U.S.-modelled educational 'machine' being proposed. I have read that the Liberals are recommending elementary schools of no less than five hundred and high schools in the thousands. Too big!

Therefore I ask that you not close this school. It is only you members who can ensure that classes remain small and that highly-effective little schools like EDR do not perish.

Yours-
Joy Sheldon-Maxwell, B. Ed. -5 yr.
Retired teacher-librarian

From: Randy Wilson
Sent: October 12, 2013 11:45 AM
To: Town of Ladysmith
Subject: 5 new petition signatures: Luigi Cisotto, Kevin Kurylowich

RECEIVED

OCT 15 2013

TOWN OF LADYSMITH

5 new people recently signed Graeme Rouse's petition "Mayor and Council, Town of Ladysmith: Please work with the Board of Education to keep Davis Road School open" on Change.org.

There are now 90 signatures on this petition. Read reasons why people are signing, and respond to Graeme Rouse by clicking here:

<http://www.change.org/en-CA/petitions/mayor-and-council-town-of-ladysmith-please-work-with-the-board-of-education-to-keep-davis-road-school-open/responses/new?response=d66a629e3414>

Dear Council, Town of Ladysmith,

Whereby the closure of Davis Road Elementary could put Ladysmith at risk of losing current and potential students to outside schools and districts thereby weakening the town's sense of community and decreasing enrolment will be reflected in a decreased budget. Whereby the closure of Davis Road could negatively effect real estate values in the south end of Ladysmith thereby effecting the longterm growth of this area. Whereby Davis Road Elementary offers choice for a quality neighbourhood dual track school and a desirable K-7 program in Ladysmith's growing south end community. Whereby Davis Road School is a community asset to south Ladysmith and thereby to the entire Town of Ladysmith. We ask that the Town of Ladysmith and the Board of Education work together to ensure Davis Road School remains open, thereby investing in the growth of the school and the future of the community of Ladysmith.

Sincerely,

- 86. Luigi Cisotto Victoria, Canada
- 87. Kevin Kurylowich Ladysmith, BC, Canada
- 88. Murray Atkinson Ladysmith, Canada
- 89. Angela Gasson Nanaimo, Canada
- 90. Randy Wilson Marysville, Washington



Subject: Old Tyme Christmas

From: cathleenmmg@shaw.ca
Sent: November 15, 2013 9:32 AM
To: Joanna Winter
Subject: Re: FW: Old Tyme Christmas

Mayor Hutchins and Councillors

As the contact for the LDBA membership, I'm contacting you on behalf of the Old Tyme Christmas and Candlelight Walk on December 6th, 2013 from 5pm – 8pm. Last year, the Town of Ladysmith donated the Trolley service for the event, and we would greatly appreciate the same donation this year.

The trolley is to be used up and down 1st Avenue to transport Old Tyme Christmas event attendees from one part of the street to the other. Carollers are to be riding the Trolley as well as the LAFF Little Christmas Choir to add to the ambiance of the evening.

If the Town of Ladysmith would like to be involved in another way, please advise. We need a lot of volunteers and would welcome any and all dressed in old tyme costume!

Thank you,

Cathleen McMahon for the LDBA
Project Coordinator for the Old Tyme Christmas
and Candlelight Walk



Canadian
Cancer
Society

BRITISH COLUMBIA AND YUKON

**COPS
FOR
CANCER**



October 16, 2013

Request for trolley donation

Mayor and Council
Town of Ladysmith

Dear Mayor and Council,

My name is Teresa McKinley and I am a volunteer with the Ladysmith Tour de Rock Committee. Our committee is proud to support the Canadian Cancer Society's 2014 Cops for Cancer Tour de Rock. Tour de Rock is a two-week bicycle journey in which a team of police officers ride 1,000 kilometres from the north end of Vancouver Island to the south, raising money to fight childhood cancer.

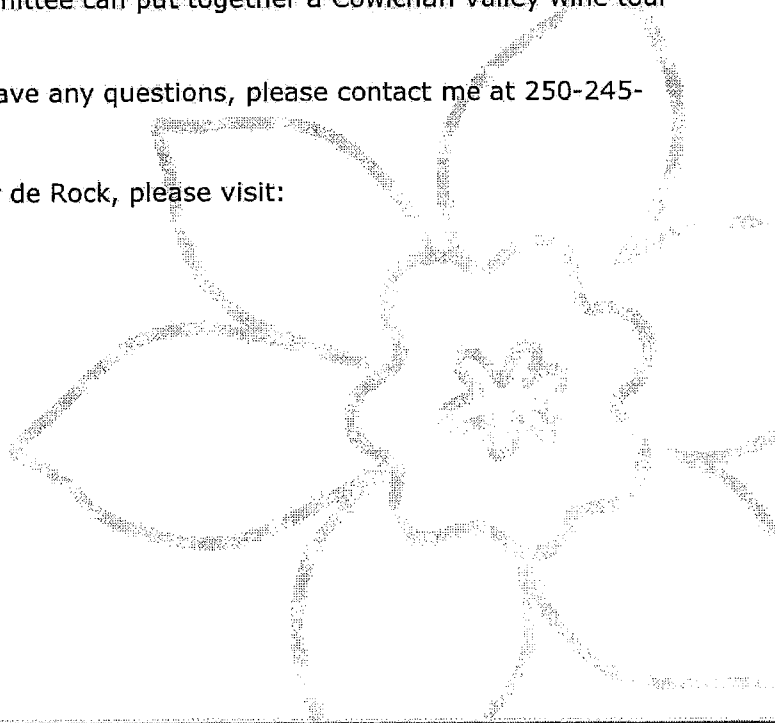
I became involved in fundraising with Cops for Cancer when the Ladysmith Tour de Rock needed a brand new committee for the 2013 year. Like most people, my family has been touched by cancer, so the fight against this disease is personal for me. What inspired me to join this cause is the fact that pediatric cancer research can help adult treatments, but the reverse does not apply. I also love the fact that the money raised helps send families of kids with a history of cancer to Camp Goodtimes, where kids get to be kids. As a parent of two beautiful girls, I can't imagine the stress and heartache that comes with this fight. Please join me in my endeavour to raise awareness and raise money for pediatric cancer research and support programs for kids and their families living with cancer. It takes a community to fight cancer - we do this so no child has to fight it alone.

On behalf of the Ladysmith Tour de Rock Committee, I am asking the Town of Ladysmith to donate the use of a trolley and driver so that the committee can put together a Cowichan Valley wine tour as a fundraiser for TDR in May/June 2014.

I truly appreciate your consideration. If you have any questions, please contact me at 250-245-2277 or by e-mail below.

If you would like more information on the Tour de Rock, please visit:
copsforcancerbc.ca.

Sincerely,
Teresa McKinley
Publisher, Ladysmith Chronicle
Ladysmith Tour de Rock Volunteer
publisher@ladysmithchronicle.com



JOIN the FIGHT!

copsforcancer.ca

TOWN OF LADYSMITH
POLICIES AND PROCEDURE MANUAL

TOPIC:	TROLLEY RENTAL POLICY	
APPROVED BY:	Council	DATE: April 18, 2011
RESOLUTION #: 2011-171		
<p>The Ladysmith trolley is available for rent by Ladysmith organizations and residents. Trolley rental arrangements are the responsibility of the Director of Public Works. The trolley is only available for rent when it is not required for the provision of the Town of Ladysmith regular weekly transit service. The Town does not guarantee which trolley vehicle will be available at the time of the rental arrangement. The Town reserves the right to cancel a rental booking in order to meet operational requirements.</p> <p>Trolley rentals must comply with the following criteria:</p> <ol style="list-style-type: none">1. The organization or individual renting the trolley must reside or operate within Ladysmith.2. Due to licensing requirements, the trolley is not permitted to travel outside the Town boundaries.3. The consumption of alcohol is prohibited on the trolley.4. Smoking is prohibited on the trolley.5. The trolley may only be operated by a qualified Town of Ladysmith trolley operator.6. The trolley rental rate is \$100 per hour for a minimum of four hours.7. Bona fide not-for-profit local organizations are eligible to receive a 25% rental discount.8. Functions or events in which the trolley is involved must comply with all Town bylaws and other regulations.9. The individual responsible for the trolley rental must ensure that the trolley event does not disrupt or disturb Town residents or businesses.10. At least 24 hours notice is required to cancel the trolley rental contract.		

16 - 8620 - A

Joint letter to B.C. government on energy efficient buildings, Fall 2013

Pembina's Green Building Leaders project is offering local governments the opportunity to send a joint letter to the provincial government requesting support in improving building energy efficiency in their communities. The letter outlines how the Province could take steps to make it easier for municipalities and regional districts to meet energy and climate objectives through improved energy efficiency in their building stock.

Context

For five years, the Green Building Leaders project has worked with local governments across B.C. to advance energy efficient building policy, including identifying jurisdictional barriers. A key barrier is that mandating building energy performance remains with the provincial government. To date, the provincial government has made progress in its support of energy efficient buildings through:

- **solar hot water ready** opt-in regulation, with **48 municipalities now signed on**;
- **pilot on-bill retrofit financing programs** in the Okanagan and on Vancouver Island; and,
- **higher energy performance standards** in the Building Code as of December 2013 and December 2014.

However, **many local governments wish to continue to improve** building performance beyond Code. The Province's proposed Building Code modernization could make this more difficult. In 2012, the UBCM produced a policy paper that suggested that the modernization process could remove the ability of local government to "undertake measures that may, in some cases, be considered 'technical building standards' that go beyond what is identified in the Building Code," including "measures to increase the sustainability of local communities by implementing green building standards" (UBCM Policy Paper #1, August 28 2012, 5-6). If this were to be the outcome of the modernization process it could significantly slow down progress on building efficiency since so many of our creative and innovative ideas come from local governments.

A suite of opt-in regulations could standardize and expedite the "best practices" in advanced green building regulations for local government, while ensuring regulatory certainty for the development industry. At the same time, it is also important to support creativity and innovation at the local level to develop "next practices" so that Green Buildings continue to advance. "Smart" modernization would allow for both of these.

Specific asks in the joint letter

- **Support energy retrofit financing and funding** for the existing housing stock
- Work with local government to **develop a suite of opt-in green building regulations**
- Explore and work towards a **B.C.-wide home labelling** requirement
- **Advance smart modernization of the building code** to raise standards across the province without hampering local government's capacity to innovate

Timeline

The letter is being circulated to local governments in early November 2013. We would ask local governments to sign on by the end of November and send a digital copy to the Pembina Institute. We will print and send a package of signed letters to the provincial government in December. We will also post letter signatories to our Green Building Leaders website.

For more information on the Green Building Leaders project, please see <http://www.pembina.org/community-services/greenbuildingleaders>

Please add your local government name/logo here

November 2013

The Honourable Rich Coleman, M.L.A.
Minister of Natural Gas Development and Minister Responsible for Housing

The Honourable Bill Bennett, M.L.A.
Minister of Energy and Mines and Minister Responsible for Core Review

PO Boxes 9052, 9060
Station Provincial Government
Victoria, BC V8W 9E2

Re: Supporting local government leadership on energy efficient buildings to achieve climate targets

Dear Ministers,

British Columbia has made bold climate commitments, including a 33% reduction in provincial GHGs by 2020. This is a visionary target requiring concerted effort, innovation and game-changing actions. We are committed to helping the province work towards this goal by working to meet community greenhouse gas reduction targets. To do so, we need the continued collaboration of the provincial government.

We are therefore writing to request that your Ministries **continue to strengthen provincial policies to improve the energy efficiency of residential buildings and support local government leadership** in this area.

We applaud your work to add new local governments to the solar hot water ready opt-in regulation, expand the current on-bill financing pilots, and improve energy performance through the B.C. Building Code. To build on these advances, we ask that the B.C. government support four additional approaches.

1. The first approach is **continued development of home energy retrofit financing programs**, which provide capital for energy upgrades in existing homes. We urge you to continue to evaluate, improve and promote the on-bill financing pilots and move towards a B.C.-wide program. We also urge the Province to **reinvest in the Livesmart financing program** as a complement to financing.
2. The second approach is for the Province to work with local governments to **develop a comprehensive suite of opt-in regulations**, such as model bylaws. The existing solar hot water ready opt-in regulation has demonstrated the value of such regulations and shown that local governments are supportive of building-scale renewable energy to meet their climate action targets. The suite of opt-in regulations would standardize and expedite green building regulations for local governments, while ensuring regulatory certainty for the development industry. The suite of opt-in regulations could include:
 - **A renewable energy requirement.** Pembina and partner communities have drafted an on-site renewable energy approach, requiring new residential buildings to meet at least 10% of their energy through on-site or community renewable energy sources. UBCM resolution B98 (2011) demonstrates provincial-wide local government support for this idea.
 - **A district energy ready regulation**
 - **An electric vehicle ready requirement**
 - **A high performance building requirement**
3. The third approach is the adoption of **energy labelling of residential buildings at time of sale**. Faced with one of the most significant financial decision of their lives, B.C. homebuyers should have access to

reliable and comparable home energy efficiency information. Under the current voluntary system, fewer than 10% of Canadian houses have a rating, and the rating is not readily available to homebuyers. **We therefore ask the Province to explore and work towards a B.C.-wide labelling requirement at time of sale.**

4. Last, we would like to emphasize that **the proposed modernization of the B.C. Building Code** presents both an opportunity and a challenge. We applaud the changes to the B.C. Building Code that raise the bar on the energy performance of new construction for Part 3 and Part 9 buildings, coming into effect in late 2013 and in 2014. We also applaud the Province's intention to standardize the application and enforcement of the B.C. Building Code. Modernization presents an opportunity to bring all areas of the province up to the new energy standards in the Code.

However, we do not want to lose the ability of local governments to innovate, test and advance future green building policies and practices. **We therefore request that the Province ensure that local governments continue to have mechanisms both at the local and provincial levels through which to test innovative approaches to lowering energy use and greenhouse gas emissions from our building stock.**

To conclude, we urge you to consider how to continue to improve building energy performance in the province of B.C. as you modernize the Building Code, particularly through the use of voluntary, opt-in regulations and allowing for local government innovation on a case-by-case basis.

A strong B.C. Building Code, along with advanced opt-in regulations and on-going innovation, will help communities and the Government of B.C. move towards our climate action targets and ensure a lasting legacy in our built housing stock for the generations to come.

Yours sincerely,

Signatures here.

CC:

The Honourable Coralee Oakes, M.L.A., Minister of Community, Sport and Cultural Development

The Honourable Mary Polak, M.L.A., Minister of Environment

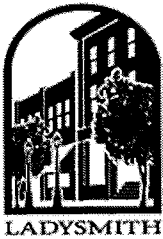
Marc Shawrun, Ministerial Assistant, Ministry of Natural Gas Development

Chris Sandve, Ministerial Assistant, Ministry of Energy and Mines

Cameron Ehl, Ministerial Assistant, Ministry of Community, Sport and Cultural Development

Jordan Bell, Ministerial Assistant, Ministry of Environment

The Green Building Leaders are a group of forward-looking local governments advancing leading edge policies to improve building energy efficiency and the uptake of building-attached renewables in B.C., in partnership with the Pembina Institute.



LADYSMITH NOTICE

The Town of Ladysmith intends to enter agreements with the Ladysmith and District Historical Society for the management and operation of the Ladysmith Archives.

The agreement includes general assistance with operations of the Archives, and a Licence of Occupation for the property at Strata Unit 1, 1115 First Avenue, Ladysmith, B.C. (the "Archives Office") – Lot 1, District Lot 118 Oyster District, Plan VIS 5873

The unit will be leased to the Ladysmith and District Historical Society for a term of five (5) years for the sum of \$1.00.

If you believe that your interest in property may be affected by the proposed lease you may appear at, or present a written submission to, the Council meeting on **Monday, November 18, 2013 at 7:00 p.m.** in Council Chambers at City Hall, 410 Esplanade, Ladysmith, British Columbia.

You may review the Operating Agreement and Licence of Occupation at City Hall, 410 Esplanade, Ladysmith, British Columbia from October 29 through November 13, 2013 during office hours (9:00 am to 4:00 p.m.) Monday to Friday, except weekends and statutory holidays.

For further information, please contact
Sandy Bowden, Director of Corporate Services at 250.245.6404
(sbowden@ladysmith.ca)

CHRONICLE: October 29/November 5, 2013

WEB SITE
