

CONTRACT

FOR THE MANAGEMENT
OF THE NORTH WESTSIDE ROAD WASTE TRANSFER
AND RECYCLING STATION

THIS AGREEMENT made the 21 day of Dec, 2006

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

A regional district

1450 KLO Road

Kelowna, British Columbia V1W 3Z4

PARTY OF THE FIRST PART:

(hereinafter called the "Regional District")

AND:

NORTH WESTSIDE RATEPAYERS ASSOCIATION

A society incorporated pursuant to the laws of British Columbia

RR#7, Site 13, Comp 129

Vernon, British Columbia, V1T 7Z3

PARTY OF THE SECOND PART

(hereinafter called the "Association")

WHEREAS the Association has established and is operating a Recycling Depot and Waste Transfer station located on Whiteman-Sugarloaf Forest Service Road, 300 meters west of Westside Road near Vernon, British Columbia (hereinafter called the "Station")

AND WHEREAS the Station is located on lands held by the Regional District under license from the Ministry of Environment, Lands and Parks of the Province of British Columbia, File No. 3408504 a description of which lands is shown on the legal description schedule attached hereto as Schedule 1 (thereinafter called the "Lands")

AND WHEREAS the Association has agreed to assume responsibility for the operation and maintenance of the Station for a further term commencing January 1, 2002 and ending December 31, 2006.

NOW THEREFORE the Parties agree as follows:

1. Term:

The Regional District agrees that, providing that the Association is not in default of the terms of this agreement, the Regional District will consider a renewal of the term for a further term of five years commencing January 1, 2002 and ending December 31, 2006 (providing that the terminating clause #5 has not been put into effect.)

2. Services:

The Association shall provide all labour and materials necessary for the operation and maintenance of the Station during the term of this agreement and shall provide staff for operating of the station for approximately 16 hours per week or as otherwise agreed in writing by the parties.

The Association agrees that the Station shall be operated and maintained in a neat and tidy condition and that all operation of the Station shall be in compliance with all laws applicable to the Station including the Regional District Solid Waste Management Bylaw No. 580 as amended from time to time.

3. Annual Payment:

The Regional District agrees to pay the Association for the services provided pursuant to the agreement, the sum of \$9,152.00 for each full year of the term of this agreement payable in monthly instalments of \$762.00 per month commencing January 1, 2002 for the first 11 months with the twelfth month being \$770.00. (Such funds to be paid from the funds collected by the Regional District by a utility bill applied to all dwellings in the North Westside Fire Protection Area. This amount may be adjusted from year to year subject to negotiation and agreement).

The Regional District shall bill all owners of dwellings in the North Westside Fire Protection Area by means of a utility bill and use these funds to pay the Association and other authorized accounts for the operation, maintenance and management of this site.

4. Indemnity:

The Association does hereby indemnify and save harmless the Regional District, its Board, officers and employees of any and call claims of whatever nature or kind arising out of or in any way connected with this agreement and the performance of the obligations of the Association pursuant to this agreement including, without limitation, any claims for debt, wages, damages of any kind including personal injury or death, property damage and claims by any statutory body or government agency for any amounts due, or alleged to be due, and payable by the Association. It is understood and agreed that the provisions of this article of the agreement shall survive the expiry or early termination of this agreement.

5. Termination:

Either party shall have the right to terminate this agreement by giving to the other, ninety days notice in writing providing there is good and sufficient reason for such termination. If the

termination is initiated by the Association, such termination will only be made after a general meeting of the Association where the majority of the members agree to such a termination.


6. **Renewal:**
At the end of the term of this agreement, the Regional District shall consider a renewal of this agreement for a further term of five years.
7. **Amendment:**
The parties may agree in writing to amend the terms of this agreement provided that no amendment is binding on the parties unless the amendment is in writing and signed by both parties.
8. **Ownership of Bins:**
In the event that this agreement is terminated for any reason, it is understood that the two waste bins and the recycling bin become the property of Environment Canada and/or BC Environment jointly pursuant to the terms under which they contributed the sums of \$20,000.00 from BC Environment and \$20,600.00 from Environment Canada to the Association to assist in the establishment of the site.
The Construction of the site was financed partially by a grant from the Regional District.
9. **Hauling Fees:**
The Regional District agrees to pay the hauling fees of the recycling bins during the term of this agreement as funded by the Parcel Tax.
10. **Administration Fees:**
The Regional District shall handle the funds derived from the utility bill pursuant to Clause #3 and will charge an administration fee of \$610.00 per year based on a percentage of 3.5% of the budgeted operational funds.
11. **Bag Tags:**
It is agreed that funds collected by sale of "Bag-Tags" (currently \$1.50 per bag) will be part of the funds administered by the Regional District for the maintenance of the site.
12. **Tipping Fees:**
The tipping fees for depositing the contents of our waste bins at the Westbank Landfill will be absorbed by the Regional District from the Parcel Tax on every parcel of land in the area.
13. **Enurement:**
This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
14. **Worker's Compensation Board**
The Association will register as an employer with the Worker's Compensation Board (WCB) of British Columbia. A letter of clearance from the WCB must be submitted to the Regional

District. This clearance letter confirms the Association's registration and satisfaction of assessment remittance requirements.

15. The Association will ensure all precautions and safety equipment are used, in accordance with Workers Compensation Board (WCB) rules, when working and cleaning up the transfer station area and illegal dumpsites. The Association will not enter the bins. The Association will use protective gloves, boots, garbage pickers, reflective vest and other equipment when necessary. The Association must assess each site individually before clean up for any hazards. If items are large, or possibly hazardous in any way, the Association will call the Regional District (868-5250) to report the item and arrange an alternate pick-up. The Association must obtain a copy of, and adhere to, all WCB regulations.
16. The Association shall provide and maintain General Liability insurance with limits of not less than \$2,000,000 inclusive per occurrence for bodily injury and property damage. The Regional District shall be named as an additional insured, and the Association shall provide the Regional District with not less than 15 days notice by registered mail in advance of any cancellation, non-renewal, change or amendment restricting coverage.
17. The Association shall provide at its own cost any additional insurance which they are required by law to provide or which the Association considers necessary.

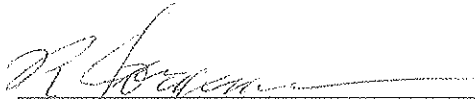
IN WITNESS WHEREOF this agreement has been executed by the parties hereto on the date and year first above written the 21 day of December, 20001.

SIGNED in the presence of



Witness

NORTH WESTSIDE RATEPAYERS ASSOC.



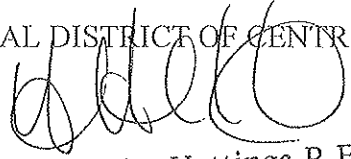
President

SIGNED in the presence of:



Witness

REGIONAL DISTRICT OF CENTRAL OKANAGAN



Hilary John Hettinga P. Eng.
Director of Engineering Services
1450 KLO Road
Kelowna, B.C. V1W 3Z4