

VILLAGE OF GOLD RIVER

Bylaw No. 745, 2023

A bylaw to authorize the Village of Gold River to enter into an Agreement for the provision of a municipal service to the Mowachaht/Muchalaht First Nations.

WHEREAS the Mowachaht Muchalaht First Nation Council has requested that the Village of Gold River provide Solid Waste Collection and Disposal Services to lands within their reserve; and

WHEREAS the Council of the Village of Gold River has agreed to provide Solid Waste Collection and Disposal Services to lands within a reserve on the terms and conditions set out in Schedule "A" attached to and forming part of this bylaw, and

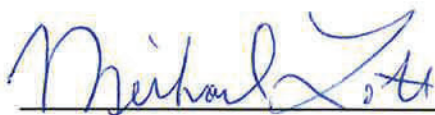
WHEREAS pursuant to Section 13 of the *Community Charter* the Village of Gold River may enter into agreements to provide services to lands; and

WHEREAS the Band Council of the Mowachaht Muchalaht First Nation has authorized the execution of this Agreement on behalf of the Band by a Band Council Resolution duly passed at a meeting of the Band Council held on the      day of      ,      a copy of which is attached hereto as Schedule "B".

NOW THEREFORE the Municipal Council in open meeting assembled, enacts as follows:

1. This bylaw shall be cited for all purposes as the "Village of Gold River Mowachaht/Muchalaht First Nations Solid Waste Collection and Disposal Services Agreement Authorization Bylaw No. 745, 2023".
2. The Municipal Council has agreed to provide a municipal service to lands within a reserve on the terms and conditions set out in Schedule "A" attached hereto.
3. Village of Gold River Mowachaht/Muchalaht First Nations Solid Waste Collection and Disposal Services Agreement Authorization Bylaw No. 707, 2018 is hereby repealed.

READ A FIRST AND SECOND TIME THIS	20 <sup>TH</sup>	DAY OF	MARCH	2023.
READ A THIRD TIME THIS	20 <sup>TH</sup>	DAY OF	MARCH	2023.
ADOPTED THIS	3 <sup>RD</sup>	DAY OF	APRIL	2023.



M. Lott

Mayor



M. Roy

Corporate Administrator

VILLAGE OF GOLD RIVER

SCHEDULE "A"  
ATTACHED TO AND FORMING PART OF  
BYLAW NO. 745, 2023

**SOLID WASTE COLLECTION & DISPOSAL SERVICES AGREEMENT**

THIS AGREEMENT made the 14 day of April, 2023.

BETWEEN:

**THE CORPORATION OF  
THE VILLAGE OF GOLD RIVER**  
499 Muchalat Drive, P.O. Box 610  
Gold River, B.C.  
V0P 1G0

(the "Municipality")

AND:

**MOWACHAHT/MUCHALAT FIRST NATIONS**  
**Tsaxana Indian Reserve 18**  
P.O. Box 459  
Gold River, B.C.  
V0P 1G0

(the "Band")

**WHEREAS:**

- A. The Municipality may, by bylaw, pursuant to Section 13 of the *Community Charter* enter into an agreement with a First Nation as defined in that Act to provide a municipal service within a reserve as defined in the *Indian Act* (Canada);
- B. The Band has requested the Municipality to provide Solid Waste collection and disposal services under the terms and condition hereinafter provided;
- C. The Municipality is prepared to offer the services, but only under the terms and conditions hereinafter provided;

**NOW THEREFORE**, in consideration of their mutual promises herein contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. Definitions

"Band"	means the Mowachaht/Muchalat First Nations located at Tsaxana Indian Reserve No. 18.
'Band Council'	means the Council of the Mowachaht/Muchalaht First Nations within the meaning of the <i>Indian Act</i> or any successor to the Band Council under any successor Act.
'Community Buildings'	means the Administration Building, House of Unity and the Gymnasium or any building utilized for a public community purpose on the Reserve.
'Construction Debris'	means wood products, gyproc, stucco, asphalt shingles and concrete used in the construction or renovation of buildings.
'Controlled Waste'	<p>means materials which, because of their inherent nature and quantity, may require special handling and disposal techniques to avoid creating health hazards, nuisances or environmental pollution. Controlled Waste includes but is not limited to:</p> <ul style="list-style-type: none"><li>a) construction debris;</li><li>b) appliances;</li><li>c) motor vehicles;</li><li>d) soil containing trace levels of petroleum products or greases;</li><li>e) concrete;</li><li>f) land clearing debris including stumps, limbs (larger than 8" diameter), rocks and soil but does not include Yard Waste, Solid Waste or Prohibited Waste;</li><li>g) scrap metal;</li><li>h) cooking oils or greases from commercial establishments.</li></ul>
'Council'	means the Council of the Village of Gold River.

'Container'	means a container approved by the Superintendent for the containment of Solid Waste.
'Depot or Transfer Station'	means the property maintained and operated by the Council or the Regional District of Comox-Strathcona for the disposal of Solid Waste, Controlled Waste, Construction Debris, Yard Waste and Recyclables.
'Dwelling'	means a single-family residence occupied by a single family either permanently or temporarily, whether the residence is permanently affixed to the land or is a mobile unit.
'Multiple Dwelling'	means a structure or building designed for independent occupation by more than one family and includes a duplex, fourplex, apartment house, condominium complex, hotel, rooming house, boarding house and auto court.
'Occupier'	means an occupier as defined by the <i>Local Government Act</i> , but for the purposes of this Bylaw includes the agent of the occupier.
'Owner'	means owner as defined by the <i>Local Government Act</i> but for the purposes of this Bylaw includes the agent of the owner.
'Prohibited Waste'	means ignitable waste, radioactive waste, and special waste as defined in the " <i>Special Waste Regulation BC Regulation 63/2009</i> " as amended from time to time or as defined by the Comox-Strathcona Waste Management Bylaw in effect at any given time.
'Receptacle'	means a plastic or galvanized iron container not greater than 16 inches in diameter or 30 inches in depth and not exceeding 125 liters in volume, with a watertight cover and handles.
'Recyclables'	means cardboard, box board, glass food and glass beverage containers, metal or tin food and beverage containers, newspapers and magazines.

'Reserve'	means Tsaxana Indian Reserve No. 18.
'Solid Waste'	means refuse suitable for land filling but does not include Prohibited Waste, Recyclables, Controlled Waste, Construction Debris or Yard Waste.
'Superintendent'	means the Superintendent or Assistant Superintendent, Administrator or any employee designated by the Administrator acting on behalf of the Village.
'Trade Premises'	means any building, buildings or complex of buildings used for work, dispensing of services, or institutional, commercial or manufacturing purposes but does not include a Dwelling or Multiple Dwelling.
'Village'	means the Village of Gold River.
'Village Container'	means a container provided by the Village for use or rent by Owners and Occupiers of Trade Premises for the containment of Solid Waste.
'Waste Collector'	means the employee or employees of the Village having the duty of collecting Solid Waste within the boundaries of the Village.
'Yard Waste'	means prunings and tree limbs less than 8" in diameter, grass clippings and leaves.

#### Collection and Disposal

2. The Village agrees to provide collection of Solid Waste from dwellings, multiple dwellings and community buildings, but not Trade Premises, on the Reserve.
3. No person on the Reserve shall dispose of Solid Waste except in compliance with this Agreement.

#### Terms and Conditions of Collection and Disposal Service

4. The Band Council shall ensure each dwelling or multiple dwelling shall;
  - a) be limited to no more than two (2) Receptacles for pickup on any collection day

- b) provide and maintain in a sanitary condition and in good repair sufficient Receptacles or approved containers to contain not more than one week's accumulation of Solid Waste
  - c) not place Recyclables, Controlled Waste, Yard Waste or Prohibited Waste in the Receptacles.
  - c) place Receptacles or approved containers at curbside
  - d) not place Solid Waste exceeding 18 kg per receptacle
  - e) alternatively, garbage collection for residential service may be provided for in containers at locations designated on the Reserve as agreed to between the Village and the Band Council.
5. The Band Council shall ensure each Community Building shall;
- a) rent a Village Container on the terms and conditions prescribed in Schedule "A" or provide their own container sufficient in number to contain not more than one week's accumulation of Solid Waste
  - b) shall not place in containers Recyclables, Controlled Waste, Yard Waste or Prohibited Waste,
  - c) place bags containing solid waste inside the container.
6. The Superintendent may perform random curbside checks of the contents of a Receptacle or Container to ensure that Receptacles and Containers contain only Solid Waste.
7. No materials other than Solid Waste shall be placed in Receptacles or Containers for collection by the Waste Collector.
8. Provided the Superintendent has granted approval, Solid Waste, Controlled Waste, Recyclables and Yard Waste shall be deposited by an Owner or Occupier at the Depot or Transfer Station in areas designed by signposts.
9. Provided the Superintendent has granted approval, Prohibited Waste shall be deposited by an Owner or Occupier at the Depot or Transfer Station in areas designed by signposts.
10. a) Before the time designated on the date set for collection, the Band Council shall cause Receptacles and Containers to be placed at a readily recognizable entrance to lands or premises at the roadside or near the street in a position readily accessible to the Waste Collector for convenient handling. At all other times, every Owner or Occupier shall keep all Receptacles and Containers in a suitable place within the boundaries of his or her lands or premises.
- b) The Village Council shall establish the frequency of collection and the Superintendent shall designate the days and approximate times for collection and shall inform the Band Council.
- c) The Superintendent may provide approval to the Band for the pick up of solid waste in other than Receptacles and Containers as defined within this agreement if the solid waste is properly contained in a manner that prevents access by animals, rodents or pests and does not present a safety or health hazard to municipal employees tasked with the collection of solid waste.

11. The Band Council shall ensure:

- a) that all Receptacles and Containers are accessible for inspection by the Superintendent at all reasonable hours. The Superintendent may condemn any Receptacle or Container as unfit and in such a case, the Waste Collector shall remove the Receptacle or Container and the Band Council shall forthwith provide, at its own cost, a suitable and sanitary receptacle.
- b) that no person shall put in or allow liquid to accumulate in any Receptacle or Village Container and all Receptacles and Containers shall be kept covered with watertight lids.
- c) that no person shall put in the Receptacle or Container solids, gases or liquids which might adhere to the Receptacle or Container without first separating, wrapping or disposing of the materials in individual disposal wrappings.
- d) that no person shall place ashes in non-combustible Receptacles or Containers without first separating them from other waste or inflammable material.
- e) that no person shall place or mix with any material intended for removal as Solid Waste, any explosive, volatile, corrosive or dangerous chemicals or any other material dangerous to the health or safety of the employee or contractor of the Village.

Fees and Charges

12. The Band shall pay to the Village for the Solid Waste Collection and Disposal Service, all rates, rents, fees or charges prescribed in the Municipality's Trade Waste and Garbage Bylaw in effect at any given time.
- a) The Municipality shall invoice the Band quarterly for the rates, rents, fees or charges due to the Municipality for the Service and the Band shall pay the Municipality such monies within thirty (30) days of the receipt of the billing from the Municipality.
  - b) The Band shall be deemed to receive the invoice two (2) days after it is mailed by the Municipality.
  - c) If the Band fails to make any of the payments pursuant to paragraph 12 (a) on the required dates, the Municipality may suspend services to be provided under this Agreement, until the Band Council makes the required payment together with interest thereon at the rate of prime as set by the Municipality's bankers plus 1% per annum, calculated from the 30th day following the payment due date to the date of actual payment.
13. The Village may suspend collection of Solid Waste where the Receptacle or Container or location or design of pick-up facilities are contrary to the provisions of this Agreement, but such suspension shall not relieve the Band Council from the requirements of any charges or rates levied under the provisions of this Agreement.

Interpretation



14. a) All references to each party herein are deemed to be references to the heirs, successors, permitted assigns, servants, agents and officials of the respective parties hereto whenever the context so allows.
- b) This Agreement shall enure to the benefit of and be binding on the parties hereto.
- c) Whenever the singular or masculine is used in this Agreement, it shall be deemed to include the plural, the feminine or the body politic or corporate as the context requires.
- d) Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
- e) The rights, powers and remedies of the Village provided in this Agreement are cumulative and not exclusive of any right, power or remedy that may be available to the Village at law or in equity.
- f) Section headings are included for convenience only and do not form part of the Agreement and shall not be used in the construction or interpretation of the Agreement.

#### Entire Agreement

15. a) The whole Agreement between parties is set forth in this Agreement and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- b) This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the Band Council and the Village only if the amendments are in writing and executed by the parties hereto.

#### Termination and Assignment

16. a) This Agreement in whole or in part may be terminated upon either party giving thirty (30) days written notice to the other at their respective addresses.
- b) This Agreement may not be assigned by the Band Council without the written consent of the Village, which consent may be withheld at the discretion of the Council.

#### Notice

17. Notice given under this Agreement shall be deemed to be delivered when:
- a) served personally, on the date of service; or
- b) mailed by prepaid registered mail to the address listed for that party on the first page of this Agreement or other address of which that party has in writing notified the other, on the earlier of the date received or the fifth business day following date of mailing at any Canada Post Office, but in the event of interruption of mail service notice shall be deemed notice to be delivered only when actually received by the party to whom it is addressed.



18. The Administrator of each party shall be considered an agent by both parties to this Agreement for the purpose of service of notices.

#### Rights Reserved

19. (1) Nothing contained in or implied by this Agreement shall in any way prejudice or affect the rights and powers of the Village in the exercise of its function under any public and private statutes, bylaws, orders and regulations.
- (2) This Agreement for municipal services shall not be construed as placing any greater obligation, responsibility or liability on the Village in respect to the Band Council over and above the obligation, responsibility or liability which exists in law between the Village and any property owner in the Village.

#### Indemnity

20. The Band Council hereby releases and forever discharges, indemnifies and saves harmless the Village from and against any and all manner of actions, causes of action, suits, claims, costs, losses, demands and liability whatsoever at law or in equity which the Band Council or any other party may now or at any time hereafter have against the Village in connection with the provision of the services under this Agreement, except where caused by the negligence of the Village.

#### Term of Agreement

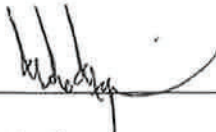


21. This Agreement shall be for the term of 5 years from the 1<sup>st</sup> day of January, 2023 and, subject to section 22, is renewable automatically for successive five-year terms unless terminated sooner.

#### Notice of Renewal

22. Before any renewal under section 21 may take effect, written notice of intention to renew or to renegotiate any one or more of the terms and conditions of this Agreement must be given by either party to the other no later than 1 year prior to the expiration of the initial Term or any renewal of the Term.
23. The Village shall be under no obligation to renew this Agreement upon its termination by effluxion of time or for any other reason, nor shall it be obliged to enter into a new agreement to provide the Service or any other services to the Band Council.

IN WITNESS WHEREOF the Municipality and the Band have on this day set their hands and seals.

SIGNED SEALED AND DELIVERED by the  
**Mowachaht/Muchalaht First Nations Band  
Council** pursuant to the consent of the majority  
of the Councillors of the Band present at a  
Council Meeting duly convened at which  
authority was given for the **Mowachaht/  
Muchalaht First Nations** to enter into this  
Agreement.

)   
) \_\_\_\_\_ Chief  
)   
) \_\_\_\_\_ Councillor  
)   
) \_\_\_\_\_ Councillor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Natasha Amos

  
\_\_\_\_\_  
P.O. Box 459 Gold River, B.C.  
Address

  
\_\_\_\_\_  
Chief's Assistant  
Occupation

\_\_\_\_\_  
Councillor  
\_\_\_\_\_  
Councillor  
\_\_\_\_\_  
Councillor  
\_\_\_\_\_  
Councillor

The Corporate Seal of **Village of Gold River**  
was hereto affixed in the presence of:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Administrator

(seal)

## VILLAGE OF GOLD RIVER

### Bylaw No. 745, 2023

#### SCHEDULE "A"

##### Terms and Conditions for use or rental of Village Containers

The terms and conditions for use or rental of Village Containers by the Band Council shall be established as follows:

- a) The Village containers shall only be used for the purpose of storing Solid Waste and shall not contain Controlled Waste, Yard Waste, Recyclables or Prohibited Waste.
- b) The records of the Village of services performed by the Village in servicing and emptying the Village Containers shall be conclusive and only the Village shall service and empty the Village Containers.
- c) Any contract made hereunder shall be subject to the rights of the Village to suspend or abandon its practice of supplying the Village Containers and services at any time and without notice or liability for any loss or damage thereby caused the Band Council. The Band Council upon forty-eight hours notice given to the Superintendent may terminate any contract made hereunder.
- d) The Band Council shall not be relieved of its obligations to observe the requirements of the British Columbia Health Act and Regulations. The Band Council shall be liable for the maintenance of the Village Containers while on Band Council premises in a condition not noxious or offensive or dangerous to the public health.
- e) The Band Council shall contract for sufficient Village Containers as in the opinion of the Village are necessary to contain all the Band Council's Solid Waste and shall not suffer or cause any Village Container to hold contents weighing more than 200 kg.
- f) The Band Council shall be liable to reimburse the Village for the cost of repairing any damages suffered to any Village Containers in the Band Council's possession not caused by the Village's servants or equipment or by reasonable wear and tear; and upon termination of the agreement shall deliver all Village containers to the Village in good condition subject only to the exceptions aforesaid.
- g) The Band Council shall keep the Village Containers in such part of the Band Council's premises as the Village may require and make them available for inspection by the Superintendent or Waste Collector at all reasonable times. The Band Council shall provide a loading area for the Village Containers from which they can be emptied safely, conveniently and without delay into the vehicles of the Village used for transporting Solid Waste and if not kept in such a location permanently, the Village Containers shall be placed thereon in due time for pickups by the Village.
- h) The Band Council shall not use or cause, suffer or permit to be used any Village Container in their possession for the storage or disposal of any substance considered by the Village to be dangerous or harmful to life or property, unduly noxious, or likely to damage the said container other than for the purposes of this Agreement.

- i) The Village shall not be liable for any damage suffered or costs incurred by the Band Council by reason of the failure of the Village to supply any Village Container or service hereunder at any particular time or at all.