

12. Re: Solid Waste Disposal Contract -
Inter-Tidal Industries Ltd.

Council, on May 25, 1971, approved of our recommendation that the Municipality enter into a contract with Inter-Tidal for the disposal of solid waste under certain terms of prices and conditions, but stipulated two other requirements as listed in the latter part of the report from the Municipal Clerk dated May 27, 1971. On August 23, 1971, Council granted further authority to extend the expiry date of the same contract to June 9, 1974.

A problem has arisen with respect to one of the stipulations put forth by Council, namely stipulation (b) which reads as follows: "Section 5 of the current contract, whereby residents and business establishments in the Municipality of Burnaby may deliver waste material to the Disposal Site with a minimum charge of 50¢ per load, is to be maintained in the new contract." Under the old contract there was no problem with respect to this stipulation inasmuch as Burnaby's rates were the same and identical to the Company's posted tariff rates.

The Municipality has now, in essence, a "special deal" with respect to rates, namely \$2.50 per ton. It is unreasonable to expect the Company to permit "business establishments" in Burnaby alone to dump waste material at the "special deal" rate of \$2.50 per ton. Accordingly, it is our recommendation that reference to business establishments in Section 5 be removed and thereby only residents in the Municipality of Burnaby would come under Section 5. The matter has been discussed with the Municipal Solicitor and it is his recommendation that Section 5 of the old contract be amended by simply striking therefrom the words "...and business establishments...". There will be no problem with respect to business establishments having the right to use the Disposal Site inasmuch as Section 2 makes provision for such right. It is our feeling and that of the Municipal Solicitor that it is unnecessary to make reference to the fact that business establishments are subject to the regular tariffs posted by the Company, as this would follow naturally without having to stipulate so in our agreement.

RECOMMENDATION:

THAT Section 5 be amended as per the above recommended wording of the Municipal Solicitor.