

Interim Regional Waste Management Facility Agreement

This Interim Agreement made in the Yukon Territory

Between

THE VILLAGE OF HAINES JUNCTION,
as represented by its Chief Administrative Officer
("Haines Junction")

and

GOVERNMENT OF YUKON,
as represented by the Director of Operations and Programs, Community Services
("Yukon")

together with the above referred to as the "Parties"

PREAMBLE

The Yukon Government (YG) and the Association of Yukon Communities (AYC) are working to modernize Yukon's management of solid waste in order to reduce risks, liabilities and cost to taxpayers as outlined in the 2016 AYC report Solid Waste Management: Vision for a Sustainable Model, and the 2018 Ministerial Committee on Solid Waste recommendations report.

Interim Regional Agreements are being struck to provide funding for municipalities to work on waste management and to ensure all residents within each regional boundary have access to a Regional Waste Management Facility. These interim agreements will be replaced by Regional Agreements once lease, liability and other operational standards are established at municipal facilities.

BACKGROUND

- A.** Haines Junction possesses a Waste Management Permit (#80-002) to operate a waste disposal facility (the “Facility”) and a special waste management facility granted under the *Environment Act* R.S.Y. 2002, c.76, the *Solid Waste Regulations* OIC 2000/011, and the *Special Waste Regulations*, O.I.C. 1995/047 (the “Permit”).
- B.** The Permit expires December 31, 2024.
- C.** Haines Junction operates a municipal landfill in accordance with the Permit on Yukon government land set aside for this purpose by Yukon at and as further described on the map attached as Schedule A (the “Regional Waste Management Facility”).
- D.** Yukon wishes to ensure use of the Regional Waste Management Facility by nearby unincorporated users within each Regional Boundary (see Schedule B).
- E.** The Parties are working together to regularize the use and occupation of the Regional Waste Management Facility by raising title to the land then leasing it (if not already titled) to Haines Junction and by making a final regional agreement with Haines Junction about their operating of the Regional Waste Management Facility and the provision of these municipal services to the region.
- F.** The Parties recognize that the process to subdivide the landfill site from the YG reserve area is a slow process. This interim agreement is intended as a bridge agreement to facilitate the flow of compensation funds from YG Community Services to Haines Junction.
- G.** The interim agreement will provide supportive funding for the municipality to facilitate the transition to a Regional Waste Management Facility.
- H.** For greater clarity the Parties are committed to and in the process of developing overarching regional solid waste management agreements which will include:
 - a. Gates, staff, and tipping fees at all facilities.

- b. Lease agreement.
- c. Liability agreement reflecting an equal cost sharing of closure and post closure costs. (50% each)
- d. Financial compensation by YG to the municipalities for the acceptance of residential waste from regional residential users.
- e. YG assistance with environmental issues that may arise from the operation of a Solid Waste Management Facility.

AGREEMENT

Now therefore, the Parties agree as follows:

1. DEFINITIONS

1.1. In this Interim Agreement;

“Designated Materials” means those materials for which Yukon collects a point-of-sale or manufacturing fee in relation to waste disposal or recycling and as further defined under the *Environmental Act*, specifically the *Designated Materials Regulation* and the *Beverage Container Regulation*. These designated materials include tires, electronic waste, and beverage containers.

“Special Waste” has the same meaning as found in the *Environmental Act* and the *Special Waste Regulations*, and includes residential products accepted under Community Services’ Household Hazardous Waste Program.

“Tipping fees” means fees charged by the Regional Waste Management Facility to all facility users per unit, or per unit of volume or mass, for waste disposed of at the facility.

2. REGIONAL WASTE MANAGEMENT FACILITY OPERATIONS & PERMITTING

2.1. Tipping Fees

- 2.1.1. Haines Junction will work to develop a waste management bylaw that establishes sorting requirements and tipping fees at the Regional Waste Management Facility.**
- 2.1.2. Haines Junction agrees that all residential users of the Regional Waste Management Facility will be charged the same tipping fees. Some variation from one municipality to the other is expected due to individual operation practices.**

2.2. Safe operations

- 2.2.1. Haines Junction will carry out the operation and maintenance of the Regional Waste Management Facility safely, in compliance with all relevant legislative and regulatory requirements and with due care to ensure that it does not cause any injury.**

2.3. Permits

- 2.3.1. Haines Junction is responsible for all permitting and license application requirements associated with the operation and maintenance of the Regional Waste Management Facility and will ensure compliance with relevant legislative requirements;**
 - 2.3.1.1. its obligations as a proponent for any environmental assessments;**
 - 2.3.1.2. renewal of the Permit; and**
 - 2.3.1.3. its obligations under the Workers' Safety and Compensation Act S.Y. 2021, c.11.**

2.4. Not a YG operation

- 2.4.1. Haines Junction acknowledges that it has sole responsibility for**

the operation and maintenance of the Regional Waste Management Facility including controlling access to the site.

3. FUNDING

- 3.1.** Yukon will provide a contribution of \$55,900 (based on 50% of the 466 unincorporated users plus 20% x \$200pp) to offset the costs associated with providing waste disposal services to residents outside of the municipality of Haines Junction as per the regional boundary identified in Schedule B and to assist with operation and maintenance costs of the Regional Waste Management Facility. (Note: Municipalities that have already implemented the requirements of fencing, gating, facility attendants, tipping fees, and with the Solid Waste Facility Permit in place will receive 100% of the eligible compensation amount.)
- 3.2.** In the event that this Agreement is extended past December 31, 2024, a review of the eligible regional population will be carried out by AYC and the revised population numbers must be reviewed and agreed to by Community Services and upon consensus, used to calculate the future compensation amount. As there is no reliable source of information on the regional population, AYC will use at least two sources and present an average regional population for each municipality.
- 3.3.** The payment will cover the period from January 1, 2024, to December 31, 2024 (12 months).
 - 3.3.1.** This contribution will be paid in one payment within 60 days of signing the agreement.
 - 3.3.2.** YG currently reimburses Municipalities for costs associated with the testing of monitoring wells installed in and around the landfill site. The practice will continue until a Regional Waste Management Facility Agreement has been reached. The parties will negotiate the final well monitoring arrangement and include as part of the Regional Waste Management Agreement.
- 3.4.** Yukon will arrange and pay for the pick-up, transport from the Regional Waste Management Facility and processing or disposal of:
 - 3.4.1.** any Designated Materials; and

April 2, 2024

Schedule A

Map of the Location of the Solid Waste Management Facility



Schedule B

Yukon After Regionalization: Proposed Regional Boundaries and Sites to be Closed



