Regional District of Central Kootenay

JOINT RESOURCE RECOVERY COMMITTEE

Open Meeting Agenda

Date: Wednesday, June 14, 2023

Time: 1:00 pm

Location: Hybrid Model - In-person and Remote

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. **WEBEX REMOTE MEETING INFO**

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote.

Meeting Time:

1:00 pm PDT

Join by Video:

https://nelsonho.webex.com/nelsonho/j.php?MTID=m99d4e36f84bb1ca948fb6757aa559b54

Join by Phone:

1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2773 633 6431
Meeting Password: j7kKvEYbm33

In-Person Location: RDCK Board Room, 202 Lakeside Drive, Nelson, BC

2. **CALL TO ORDER & WELCOME**

Director Popoff to call the meeting to order at 1:00 pm PDT.

2.1 **Traditional Lands Acknowledgement Statement**

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

2.2 Adoption of the Agenda

RECOMMENDATION:
The Agenda for the June 14, 2023 Joint Resource Recovery meeting be adopted as circulated.

2.3 Receipt of Minutes

4 - 12

The May 17, 2023 Joint Resource Recovery Minutes, have been received.

3. CONTRACT AWARD: WOOD WASTE REDUCTION SERVICES

13 - 16

The June 2, 2023 Committee Report from Larry Brown, RR Mechanical Operations & Site Supervisor, presenting the results of the Request for Proposal issued for Wood Waste Reduction services at various Resource Recovery Facilities, has been received.

RECOMMENDATION:
[All Areas]

That the Board authorize staff to enter into a Services Agreement with Frazer Excavation Ltd. for Wood Waste Reduction Services at various Resource Recovery sites for the period of September 1, 2023 to August 31, 2025 with the eligibility of three one year extensions, at a total servicing fee of $13.50 per cubic meter, equating to an estimated total 2 year contract value of $477,549, plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary document;

AND FURTHER, that the costs be paid from Service S186 Refuse Disposal (East Subregion); Service S187 Refuse Disposal (Central Subregion) and Service S188 Refuse Disposal (West Subregion), based on volumes processed from the applicable Contracted Services account.

4. RURAL CURBSIDE COLLECTION: PHASE 2 CONSULTATION RESULTS

17 - 102

The June 7, 2023 Committee Report from Matt Morrison, Organics Coordinator, presenting the results of the 2023 Phase 2 Consultation on the proposal to bring curbside collection services for garbage, recycling and organic waste in identified Potential Service Areas in RDCK Electoral Areas, has been received.

5. MARR COLLECTOR AGREEMENT

103 - 113

The Collector Agreement between the Regional District of Central Kootenay and the Major Appliance Recycling Roundtable (MARR) to set out the terms and conditions under which the RDCK will manage the collection and processing of Program Products for and on behalf of MARR, has been received.

RECOMMENDATION:
That the Board approve the RDCK entering into a Collector Agreement with Major Appliance Recycling Roundtable (MARR) to set out the terms and conditions under which the RDCK will manage the collection and processing of Program Products for and on behalf of MARR and that the Chair and Corporate Officer be authorized to sign the necessary documents.

6. HEAT MANAGEMENT ASSESSMENT

Amy Wilson, Resource Recovery Manager will provide a verbal report on the Heat Management Assessment and Actions for Resource Recovery facilities.

7. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 3:00 pm PDT.

8. IN CAMERA

8.1 MEETING CLOSED TO THE PUBLIC

The Open meeting will be adjourned after In-Camera without reconvening back into the open session unless there is business that needs to be addressed.

RECOMMENDATION:

In the opinion of the Board and, in accordance with Section 90 of the *Community Charter* the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting; AND FURTHER, in accordance with Section 90 of the *Community Charter*, the meeting is to be closed on the basis identified in the following Subsections:

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

> (e) 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;

8.2 RECESS OF OPEN MEETING

RECOMMENDATION:

The Open meeting be recessed at _____ pm in order to conduct the *In Camera* meeting.

9. ADJOURNMENT

RECOMMENDATION:

The June 7, 2023 Joint Resource Recovery Committee meeting adjourn at _____ pm PDT.

Regional District of Central Kootenay
JOINT RESOURCE RECOVERY COMMITTEE MEETING
Open Meeting Minutes

A Joint Resource Recovery Committee meeting was held on Wednesday, May 17, 2023 at 1:00 pm PDT by remote meeting due to Novel Coronavirus 2019 (COVID-19).

ELECTED OFFICIALS PRESENT	**Director G. Jackman**	**Electoral Area A (Chair)**	In-person
	Director R. Tierney	Electoral Area B	In-person
	Director K. Vandenberghe	Electoral Area C	In-person
	Alt. Director J. Smienk	Electoral Area E	In-person
	Director T. Newell	Electoral Area F	In-person
	Director H. Cunningham	Electoral Area G	In-person
	Director W. Popoff	Electoral Area H	In-person
	Director A. Davidoff	Electoral Area I	
	Director H. Hanegraaf	Electoral Area J	In-person
	Director T. Weatherhead	Electoral Area K	In-person
	Alt. Director B. Bogle	City of Castlegar	
	Councillor A. Mondia	Town of Creston	
	Director S. Hewat	Village of Kaslo	
	Director T. Zeleznik	Village of Nakusp	
	Director L. Casely	Village of New Denver	
	Director D. Lockwood	Village of Salmo	
	Director C. Ferguson	Village of Silverton	
	Director J. Lunn	Village of Slocan	
ELECTED OFFICIALS ABSENT	Director A. Watson	Electoral Area D	
	Alt. Director J. Morrison	City of Nelson	
STAFF PRESENT	S. Horn	Chief Administrative Officer	
	Y. Malloff	GM – Finance, ED, IT	
	U. Wolf	GM – Environmental Services	In-person
	A. Wilson	Resource Recovery Manager	In-person
	H. Bench	Projects Advisor	
	A. Norimatsu	Resource Recovery Technician	In-Person
	N. Schilman	Environmental Technologist	In-Person
	M. Morrison	Organics Coordinator	In-Person
	S. Eckman	Meeting Coordinator	In-person

1. WEBEX REMOTE MEETING INFO

Join by Video:
https://nelsonho.webex.com/nelsonho/j.php?MTID=mc815195333ed53df45660c32f54abb25

Join by Phone:
1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2771 603 5959
Meeting Password: PeWFdnSN828

IN-PERSON MEETING LOCATION FOR HYBRID MEETING MODEL
The following location has been determined to hold the in-person meetings for the Joint Resource Recovery Committee:

Location Name: RDCK Board Room
Location Address: 202 Lakeside Drive, Nelson, BC

The facility listed above was able to accommodate the remote requirements for the meeting.

2. CALL TO ORDER & WELCOME

Director Jackman assumed the chair and called the meeting to order at 1:07 pm PDT.

2.1 Traditional Lands Acknowledgement Statement

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

2.2 Adoption of the Agenda

Moved and seconded,
And resolved:

The Agenda for the May 17 19, 2023 Joint Resource Recovery Committee meeting be adopted with the following:

- Agenda Item No. 11.3: Village of Silverton Unauthorized Dumping
- inclusion of the Addendum

before circulation.

Carried

2.3 Receipt of Minutes

The April 19, 2023 Joint Resource Recovery Committee Minutes have been received.

3. HB TAILINGS FACILITY POST-FRESHET SITE REPAIRS

The April 26, 2023 Committee Report from Alayne Hamilton, Environmental Project Lead, outlining the damage sustained to the HB Tailings Facility in an April 10 weather event, and present a memo from SRK Consulting (Canada) Ltd. (SRK) that details repair and maintenance works that will be required at the facility, has been received.

4. CRESTON LANDFILL HYDROGEOLOGICAL ASSESSMENT & CRITERIA EXCEPTION ANALYSIS

The April 26, 2023 Committee Report from Heidi Bench, Projects Advisor, providing the results of the Creston Landfill Hydrogeological Assessment and Criteria Exception Analysis Request for Proposal (RFP) process, and to request approval to award a contract to GHD Ltd. at a total value of $49,543 not including GST, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board award the contract for the completion of the Creston Landfill Hydrogeological Assessment and Criteria Exemption Analysis to GHD Ltd. up to a maximum value of $49,543 not including GST;

AND FURTHER that the funds be paid from Service S186 Refuse Disposal (East Subregion).

Carried

5. RECYCLING HAULING CONTRACT EXTENSIONS

The May 9, 2023 Committee Report from Akane Norimatsu, Resource Recovery Technician, requesting approval to extend contracts with Green For Life Environmental Inc. (GFL) to provide hauling services for recyclable materials collected at the Satellite recycling depots across the RDCK and hauling services for Industrial, Commercial and Institutional (ICI) fiber recycling with adjustments in Schedule B, Section 7, Annual Adjustment, and to request direction to prepare and release a procurement for the next contract, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board approve the RDCK extend the Goods and Services Agreements with Green For Life Environmental Inc. for Satellite Depot Material Collection and Transportation Services and Industrial, Commercial and Institutional Recycling Services for the period June 1, 2023 to May 31, 2024, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Services A116 Recycling Program-East Subregion, A117 Recycling Program-Central Subregion, and A118 Recycling Program-West Subregion in the amounts presented in the RDCK 2023 Financial Plan.

Carried

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board direct staff to prepare and release a Request for Proposal to provide Satellite Depot Material and Transportation Services and Industrial, Commercial and Institutional Recycling Services in the West, Central, and East Sub-regions for a three year period to start June 1, 2024 with two one year extensions.

Carried

6. REQUEST FOR PROPOSAL RESULTS: HOUSEHOLD HAZARDOUS WASTE ROUND-UP EVENTS

The May 3, 2023 Committee Report from Akane Norimatsu, Resource Recovery Technician, presenting the results of the Request for Proposal issued for a 2.5 year contract to provide the identification, collection, transportation and proper disposal/recycling of residential Household Hazardous Waste (HHW) collection events hosted by the Regional District of Central Kootenay, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board approve the RDCK enter into a Service Agreement with Environmental 360 Solutions Ltd. with the total estimated contract value $319,464.75, subject to hazardous waste unit quantities and annual inflation for the provision of the required services for the Household Hazardous Waste roundup events for the period June 1, 2023 to November 30, 2025 with the possibility of two 1 year extensions, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from RDCK Financial Plan Resource Recovery Budgets, Service S186 Refuse Disposal (East Subregion), Service S187 Refuse Disposal (Central Subregion), and Service S187 Refuse Disposal (West Subregion).

Carried

7. PURCHASE OF CENTRAL & WEST ORGANICS ROLL OFF BINS

The May 10, 2023 Committee Report from Amy Wilson, Resource Recovery Manager, seeking authorization to purchase up to five roll off bins for the collection and transport of organic waste from the Ootischenia Landfill and Grohman Transfer Station, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board authorize staff to purchase up to five organic waste roll off bins from the vendor responding to the Request For Quotes process that meets all requirements and represents best overall value to the RDCK, up to a total cost of $100,000 (excluding GST) with the cost to be evenly split by the Service S187 Refuse Disposal (West Subregion) (up to $50,000) and Service S187 Refuse Disposal (Central Subregion) (up to $50,000), Capital Expenditures;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

8. YAHK TRANSFER STATION & RECYCLING DEPOT - OPERATIONAL CONTRACT

The May 3, 2023 Committee Report from Amy Wilson, Resource Recovery Manager, seeking direction from the East Resource Recovery Committee on the procurement of waste and recycling collection services for the residents of Yahk-Kingsgate, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board approve the RDCK enter into a sole source Services Agreement with the Yahk-Kingsgate Recreation Society to provide the waste and recycling collection service for the residents of Yahk for total contract value of $46,800, for the period of June 1, 2023 to May 31, 2026, with ability to extend the Services Agreement for up to 2 one year extensions;

AND FURTHER, that the costs be paid from Service S186: Refuse Disposal (East Subregion).

Carried

9. REQUEST FOR PROPOSAL: WEST SUB-REGION TRANSFER STATIONS DESIGN

The May 15, 2023 Committee Report from AJ Evenson, Senior Project Manager, summarizing the results of a Request for Proposal for upgrades to the Nakusp, Rosebery & Slocan transfer stations, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board approve the RDCK enter into a Consulting Services Agreement with Sperling Hansen Associates for the design of the Nakusp, Rosebery and Slocan Transfer Stations;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of $147,384.00 plus GST;

AND FURTHER, that the funds be paid by the Service S188 Refuse Disposal (West Subregion).

Carried

10. LEGACY LANDFILL CLOSURE WORKS

The May 17, 2023 Committee Report from Nathan Schilman, Environmental Technologist, providing an update on closure activities at 11 (eleven) Legacy Landfills in the Regional District, and to seek approval to begin the process of permit abandonment with the Ministry of Environment and Climate Change Strategy, has been received.

Moved and seconded,
And resolved that it be **recommended** to the Board:

That the Board direct Staff to proceed with the submission to the Ministry of Environment and Climate Change Strategy of notification of permit abandonment at all eleven (11) identified Legacy Landfills in the RDCK, in a phased manner.

Carried

Meeting recessed for a break from 2:44 pm to 2:55 pm.

11. STAFF VERBAL REPORTS

11.1 Theft/Break-Ins at Resource Recovery Facilities

Amy Wilson, Resource Recovery Manager, provide a brief report on the theft/break-ins occurring at the resource recovery facilities.

ORDER OF AGENDA CHANGED The Order of Business was changed to address public time, with Item 12 Public Time considered at this time.

12. PUBLIC TIME

The Chair called for questions from the public and members of the media 3:04 pm PDT.

Members of the public asked questions regarding the recycling program and if materials are being diverted from landfill to the Directors and staff.

11.2 2024 Resource Recovery Budgets - Meeting Dates

The following meetings have been scheduled:

Nov 27/23 @ 1pm: ERRC
Nov 28/23 @ 1pm: WRRC
Nov 29/23 @ 1pm: CRRC

Feb 05/24 @ 9am: WRRC
Feb 07/24 @ 9am: ERRC
Feb 21/24 @ 9am: CRRC

11.3 Village of Silverton Unauthorized Dumping

Verbal report by Director Ferguson regarding non-Village residents using the Village's bear proof bins to dispose of garbage and other materials such as contaminants.

Acton Item: ***Staff to work with the Village of Silverton to send information on proper waste disposal practices to rural residents around the Village of Silverton.***

Moved and seconded,
And resolved that:

The above noted action item directing staff to work with the Village of Silverton to send information on proper waste disposal practices to rural residents around the Village of Silverton ***be removed*** and the discussion of unauthorized dumping in the Village of Silverton's bear proof bins ***be referred*** to the next West Resource Recovery Committee meeting.

Carried

13. IN CAMERA

13.1 Meeting Closed to the Public

The Open meeting will be adjourned after In-Camera without reconvening back into the open session unless there is business that needs to be addressed.

Moved and seconded,
And resolved that:

In the opinion of the Board and, in accordance with Section 90 of the *Community Charter* the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting; AND FURTHER, in accordance with Section 90 of the *Community Charter*, the meeting is to be closed on the basis identified in the following Subsections:

90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(k) 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 Recess of Open Meeting.

Carried

13.2 Recess of Open Meeting

Moved and seconded,
And resolved that:

The Open meeting be recessed at 3:43 pm in order to conduct the *Closed In-Camera* meeting.

14. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourn at 3:52 pm PDT.

Carried

CERTIFIED CORRECT

Director G. Jackman
Chair, May 17, 2023 Joint Resource Recovery Committee meeting

BOARD RESOLUTIONS AS ADOPTED AT THE MAY 17, 2023 JOINT RESOURCE RECOVERY COMMITTEE MEETING

RECOMMENDATION #1

That the Board award the contract for the completion of the Creston Landfill Hydrogeological Assessment and Criteria Exemption Analysis to GHD Ltd. up to a maximum value of $49,543 not including GST;

AND FURTHER that the funds be paid from Service S186 Refuse Disposal (East Subregion).

RECOMMENDATION #2

That the Board approve the RDCK extend the Goods and Services Agreements with Green For Life Environmental Inc. for Satellite Depot Material Collection and Transportation Services and Industrial, Commercial and Institutional Recycling Services for the period June 1, 2023 to May 31, 2024, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Services A116 Recycling Program-East Subregion, A117 Recycling Program-Central Subregion, and A118 Recycling Program-West Subregion in the amounts presented in the RDCK 2023 Financial Plan.

RECOMMENDATION #3

That the Board direct staff to prepare and release a Request for Proposal to provide Satellite Depot Material and Transportation Services and Industrial, Commercial and Institutional Recycling Services in the West, Central, and East Sub-regions for a three year period to start June 1, 2024 with two one year extensions.

RECOMMENDATION #4

That the Board approve the RDCK enter into a Service Agreement with Environmental 360 Solutions Ltd. with the total estimated contract value $319,464.75, subject to hazardous waste unit quantities and annual inflation for the provision of the required services for the Household Hazardous Waste roundup events for the period June 1, 2023 to November 30, 2025 with the possibility of two 1 year extensions, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from RDCK Financial Plan Resource Recovery Budgets, Service S186 Refuse Disposal (East Subregion), Service S187 Refuse Disposal (Central Subregion), and Service S187 Refuse Disposal (West Subregion).

RECOMMENDATION #5

That the Board authorize staff to purchase up to five organic waste roll off bins from the vendor responding to the Request For Quotes process that meets all requirements and represents best overall value to the RDCK, up to a total cost of $100,000 (excluding GST) with the cost to be evenly split by the Service S187 Refuse Disposal (West Subregion) (up to $50,000) and Service S187 Refuse Disposal (Central Subregion) (up to $50,000), Capital Expenditures;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents.

RECOMMENDATION #6

That the Board approve the RDCK enter into a sole source Services Agreement with the Yahk-Kingsgate Recreation Society to provide the waste and recycling collection service for the residents of Yahk for total contract value of $46,800, for the period of June 1, 2023 to May 31, 2026, with ability to extend the Services Agreement for up to 2 one year extensions;

AND FURTHER, that the costs be paid from Service S186: Refuse Disposal (East Subregion).

RECOMMENDATION #7

That the Board approve the RDCK enter into a Consulting Services Agreement with Sperling Hansen Associates for the design of the Nakusp, Rosebery and Slocan Transfer Stations;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of $147,384.00 plus GST;

AND FURTHER, that the funds be paid by the Service S188 Refuse Disposal (West Subregion).

RECOMMENDATION #8

That the Board direct Staff to proceed with the submission to the Ministry of Environment and Climate Change Strategy of notification of permit abandonment at all eleven (11) identified Legacy Landfills in the RDCK, in a phased manner.

Committee Report

Date of Report:	**June 2, 2023**
Date & Type of Meeting:	**June 14, 2023 Joint Resource Recovery Committee meeting**
Author:	**Larry Brown, RR Mechanical Operations & Site Supervisor**
Subject:	**WOOD WASTE REDUCTION RFP RESULTS**
File:	**06-2230-20-2023-011**
Electoral Area/Municipality	**All Areas**

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present the results of the Request for Proposal issued for Wood Waste Reduction services at various Resource Recovery Facilities, and to seek approval from the Committee to award the contract.

SECTION 2: BACKGROUND/ANALYSIS

The Wood Waste Reduction Services contract and all available extensions have expired.

The RDCK issued a Request for Proposals (RFP) on May 11, 2023. The RFP was posted on both the BC Bid and the RDCK website.

The contract outlined in the RFP is for a two year period with the option for three one year extensions pending agreement from both parties. The contract is to grind wood at transfer stations and landfills throughout the RDCK.

Three proponents submitted bids for this contract. The three contractors were Frazer Excavation Ltd., Maple Ridge, BC ECO Forestry Solutions, Nelson, BC , and Drake Resources Ltd., Maple Ridge, BC.

BID EVALUATION

The three bids were evaluated using the guidelines set out in the RFP with results as follows:

- Frazer – 100 points
- BC ECO – 71.8 points
- Drake – 80.5 points

Price:

Frazer Excavation bid $13.50 per cubic meter, BC ECO bid $52.16 per cubic meter, and Drake Resources bid $17.25 per cubic meter.

References:

References received were appropriate to past contract performance. All three proponents received the maximum evaluation points available.

Qualifications and Experience:
All three proponents had suitable experience in the wood grinding services provided to public and private entities of similar size and scope to the RDCK requirements. Drake's proposal was limited when it came to the number of assigned personnel to cover all performance requirements and received five fewer available points.

Environmental:
Frazer and BC ECO provided complete information and were assigned the maximum points available. The information provided by Drake Resources was limited and incomplete and was assigned lesser points.

Equipment:
All three proponents provided extensive information and all were awarded the maximum points available.

Ability to Load and Haul Chips While Chipping:
Frazer and Drake received the maximum available points. BC ECO was deducted a single point because of their reliance on sub-contractors.

Access to Market to Utilize Chipped Material:
The intention with this request was to determine if contractors could offer an additional service to send excess wood waste to a beneficial end use such as biomass energy production. Frazer and BC ECO received the maximum available points. Drake Resources were not awarded any points as their submission omitted materials and end use information.

Based on the evaluation results staff recommend awarding the contract to Frazer Excavation.

Further, staff recommend investigating the benefits and costs of sending excess wood waste to a beneficial end use such as biomass energy production. Staff can return to the committee with options and recommendations.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	☒ Yes	☐ No	**Financial Plan Amendment:**	☐ Yes	☒ No
Debt Bylaw Required:	☐ Yes	☒ No	**Public/Gov't Approvals Required:**	☐ Yes	☒ No

If awarded to Frazer Excavation Ltd. the two year total contract value, based on an estimated annual quantity of 17,687 cubic meters of material is estimated at $477,549, excluding taxes. Across the three subregions a total of $552,000 is budgeted for these services over the same term.

Broken into sub-regions the cost versus budget is listed below:

Sub-Region		Average Volume (m^3)	Unit Price (m^3)	Estimated Annual Cost	Estimated Total (2 year) Contract Value
West (S188)	Estimated Sub-total	4819	$13.50	$65,057	$130,113
	Budget			$76,000	$152,000
Central (S187)	Estimated Sub-total	8318	$13.50	$112,293	$224,586
	Budget			$125,000	$250,000
East (S186)	Estimated Sub-total	4550	$13.50	$61,425	$122,850

Sub-Region		Average Volume (m^3)	Unit Price (m^3)	Estimated Annual Cost	Estimated Total (2 year) Contract Value
	Budget			$75,000	$150,000
	ESTIMATED SUBTOTAL	17687	$13.50	$238,775	$477,549
	GST			$11,938	$23,877
	ESTIMATED TOTAL COST			$250,713	$501,426
	TOTAL BUDGET			$276,000	$552,000

Servicing in 2022, completed by Frazer, had a unit rate of $14.45 per cubic metre and the previous contract rate was $11.25 per cubic metre.

The values quoted about are estimates as the volume of wood varies year-to-year based on development in the area. Sites can be serviced twice a year, annually, or as required, so the actual costs can vary. The expenses are accounted in the Material Processing work order for each site that also include costs for the management of other materials such as ODS appliances, propane tanks, tires, scrap metal and batteries which also have variable costs due to commodity markets and other factors. Therefore budgets are estimated on multi-year averages of costs.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

The RDCK purchasing policy was followed, using competitive, open, transparent and non-discriminatory process.

3.3 Environmental Considerations

None at this time.

3.4 Social Considerations:

None at this time.

3.5 Economic Considerations:

None at this time.

3.6 Communication Considerations:

None at this time.

3.7 Staffing/Departmental Workplace Considerations:

Staff will be familiar with contacting and communicating with this contractor as the service is required.

3.8 Board Strategic Plan/Priorities Considerations:

The award of this contract aligns with the RDCK's Strategic Objective "To Manage our Assets and Operations in a Fiscally Responsible Manner".

SECTION 4: OPTIONS & PROS / CONS

Based on the procurement process resulting in three compliant bids and the projected expenses being well within budget staff do not recommend initiating a new procurement process. Further, staff do not recommend considering another proponent as Frazer has the lowest price, highest evaluation score, local experience, and value added services. The other two proponent's unit prices would be over the values budgeted for these services.

SECTION 5: RECOMMENDATIONS

That the Board authorize staff to enter into a Services Agreement with Frazer Excavation Ltd. for Wood Waste Reduction Services at various Resource Recovery sites for the period of September 1, 2023 to August 31, 2025 with the eligibility of three one year extensions, at a total servicing fee of $13.50 per cubic meter, equating to an estimated total 2 year contract value of $477,549, plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary document.

AND FURTHER, that the costs be paid from Service S186 Refuse Disposal (East Subregion); Service S187 Refuse Disposal (Central Subregion) and Service S188 Refuse Disposal (West Subregion), based on volumes processed from the applicable Contracted Services account.

Respectfully submitted,

Larry Brown, RR Mechanical Operations & Site Supervisor

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf

ATTACHMENTS: NONE

Committee Report

Date of Report:	June 7, 2023
Date & Type of Meeting:	June 14, 2023, Joint Resource Recovery Committee
Author:	Matt Morrison, Organics Coordinator
Subject:	PHASE 2 CONSULTATION RESULTS AND RECOMMENDATIONS
File:	12-6210-20
Electoral Area/Municipality	Areas A, B, C, E ,F, G, H, I and J

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present the results of the 2023 Phase 2 Consultation on the proposal to bring curbside collection services for garbage, recycling and organic waste in identified Potential Service Areas in RDCK Electoral Areas, and seek feedback on the interpretation of results, including refinement of Potential Service Areas to be used in the Service Establishment Process, should it proceed.

SECTION 2: BACKGROUND/ANALYSIS

Background

The Phase 2 Consultation occurred between January 30th and April 21st as part of the process of determining interest and willingness to pay for potential curbside collection services in parts of Electoral Areas considered feasible.

The proposal to establish residential single family curbside collection services for garbage and organic wastes for Electoral Areas was included in the RDCK Resource Recovery Plan (RRP) as an effective method of diverting organic waste from landfills. A feasibility study was completed in 2020 to assess options and areas for delivering curbside collection services in the RDCK. Through this study, the organic waste diversion potential from residents living in the Electoral Areas that could feasibly receive curbside collection services was identified as significant.

In 2021, a first round of consultation for curbside services in Electoral Areas was held in conjunction with the RRP consultation. Results from this Phase 1 Consultation indicated sufficient support for the potential service to warrant further investigation and additional consultation prior to establishing services.

In 2021, the RDCK applied to, and was awarded grant funding through the Province of BC CleanBC Organics Infrastructure and Curbside Program (OICP). In addition to supporting the implementation of curbside collection services for organic waste collection in the Town of Creston and City of Castlegar, the Award includes funding toward establishing curbside collection services for up to 8,707 Electoral Area households, should services proceed.

At the September 21, 2022 Joint Recourse Recovery Committee (JRRC) meeting, staff received direction to proceed with planning and delivery of a Phase 2 consultation. At the December 7, 2022 JRRC meeting, staff

received direction to plan for the use of Assent Voting as the method of establishing services, should results from the Phase 2 consultation indicate sufficient public support to proceed to that stage.

On January 30, 2023, RDCK initiated a public consultation period to allow for further feedback from residents eligible to receive services as part of the proposal to bring curbside collection of garbage, recycling, and organics waste. The consultation period ran until April 21, 2023. Through the consultation, residents were asked to complete a survey either online, over the phone, or via mail-in copies. The consultation was primarily hosted online through the public engagement website software Bang the Table at the website engage.rdck.ca, a novel engagement tool for the RDCK.

The curbside collection survey and proposal included asking residents how they currently manage their garbage, food wastes, and recycling, as well as their thoughts and opinions on the proposed service, which culminated into two main questions used to assess support and interest in the potential service; support for the proposal 'in principle', and 'willingness to pay' for the service based on cost estimates.

The proposal included offering the provision of collection containers, with collection frequencies of weekly food waste, and bi-weekly, alternating garbage and recycling collection. The estimated cost range used for the consultation was $160 to $265 per household, per year. The range provided was the estimated high-end cost for two different service delivery methods: split-packer vs. single vehicle. Residents were ultimately asked if they would be willing to pay for the proposed service at the maximum cost estimate of $265 per household, per year.

While not included in Phase 1 Consultation, curbside recycling services were built into the costing and proposal for Phase 2 Consultation. This was due to changes to RecycleBC (RBC) Eligibility Criteria for Equivalent Unincorporated Areas that improves access to cost incentives paid by RBC; namely, the removal of a condition that required regional and municipal governments to have curbside garbage services in place prior to being able to develop a partnership and access cost incentives with RBC. The updated condition, still in draft form and awaiting Ministry of Environment approval, now states partnership agreements with RBC for Equivalent Unincorporated Areas can occur if garbage collection is expected to exist prior to, or coinciding with implementation of an RBC curbside partnership.

Households in Areas H, I, and J that currently receive curbside recycling services were not provided adjusted costing as the costs of providing a different service (2-stream vs 3-stream) is not considered significant due to the potential for cost incentives from RBC to offset the cost of delivering curbside recycling.

The Phase 2 Consultation identified 11,564 households as potentially feasible for curbside collection services based on updated mapping and RBC eligibility criteria for curbside recycling. These areas with potentially feasible households form geographic boundaries and are referred to as Potential Service Areas (PSAs). Updated PSA boundaries were developed based on the following parameters:

- Households occurred within 50 km driving distance to a waste disposal facility that accepts organic waste
- The PSA contained minimum population of 5,000 people
  - Census Canada average of 2.2 persons/household
- A minimum household density of 0.42 households per hectare within the PSA
- Households were not in Areas D or K
- Households did not extend north of the Village of Slocan
- Households within incorporated municipalities were excluded

PSA maps presented to the public used Electoral Area boundaries, however the actual PSAs were continuous across EA boundaries, and were formed to meet the above criteria.

Using the RDCK database on homeowner mailing address, identified households were contacted via direct mail-out and encouraged to participate in the consultation by getting informed about the proposal and completing the survey. The consultation was promoted online, through radio, newspaper advertisement. The methods of engagement and responses as of April 14th were summarized to the JRRC at the April 19th meeting.

Summary

The Phase 2 Consultation resulted in receipt of 1,292 surveys. Of these, 1,280 were valid responses. Results presented are based off of these 1,280. The 12 surveys that were invalid were from respondents who were not eligible for services (i.e. outside of any PSA). Forty questions were included in the survey. Only 5 questions were mandatory – as a means to verify eligibility for services, and the two questions asking for 'Support in Principle' and 'Willingness to Pay'. The intent of the remaining questions was to provide respondents with enough opportunity to clearly voice comments, concerns, and ideas, as well as to help Resource Recovery staff interpret and understand more clearly how residents are currently manage their waste, and identify common themes of responses regarding the proposal.

Responses are summarized by each Electoral Area. Total responses, and the percent of the surveys from each Electoral Area are presented in Figure 1. Area E received the largest number of survey responses (277, 22%) followed by Area F (245, 19%). Area G received the lowest number of survey responses (34, 3%) followed by Areas A (78, 6%) and C (83, 6%).

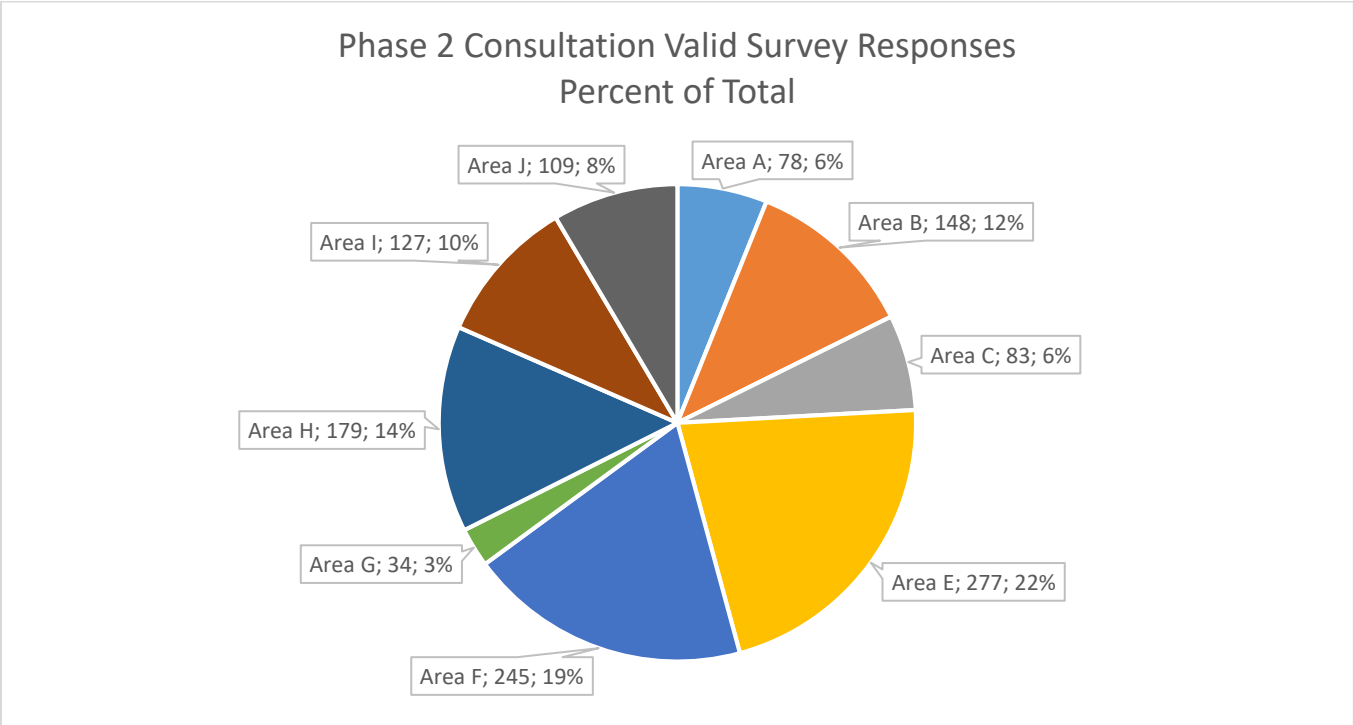


Figure 1. Phase 2 Consultation Valid Survey Responses

As a proportion of eligible households within each Electoral Area, Areas C, F, and E had the highest response rates (16%, 15%, and 15% respectively). Area G, J, H, and B had the lowest response rates as a proportion of households (5%, 8%, 9%, and 9% respectively) (Table 1).

Table 1. Survey Responses by Electoral Area as a Proportion of Eligible Households

Electoral Area	Count of Eligible Households	Phase 2 Survey Responses	Percent Participation Of Households
Area A	650	78	12%
Area B	1710	148	9%
Area C	504	83	16%
Area E	1892	277	15%
Area F	1621	245	15%
Area G	680	34	5%
Area H	1999	179	9%
Area I	1128	127	11%
Area J	1440	109	8%

The average response rate as a proportion of households was 11%. This indicates significant participation in the Phase 2 Consultation and can be considered a representative sample size for the assessing results and developing meaningful recommendations based on the feedback received.

In total, 11% of the eligible households identified through the Phase 2 Consultation submitted surveys. 147 (11%) surveys were completed over the phone or by mail. The online engagement tool Bang the Table (accessed through engage.rdck.ca) is capable of producing reports from the survey results as well as retrieving data from the access and use of the website as a whole, or on a project by project basis. Staff have attached an overview report detailing the results of the Phase 2 Consultation Survey (Attachment A). This report describes the unfiltered, aggregate responses from residents as a whole and is not filtered for each Electoral Area. Detailed reports for each Electoral Area are available on an as requested basis. Data most relevant to next steps has been provided in the Analysis section.

Analysis

The Proposal to bring curbside collection services to single family homes in the Electoral Areas received mixed levels of support. Two main questions have been used to determine the levels of support and interest for the proposed curbside collection services. Respondents were required to answer these two questions: 'In principle, do you support the proposal to bring curbside collection services to your household?', and 'Current cost estimates are $160-$265 per household per year. Knowing the RDCK would try to keep costs as low as possible, would you be willing to pay for the proposed service at the current max cost estimate of $265 per household per year ($22/month)?' Further analysis refers to these questions as Support in Principle and Willingness to Pay.

Aggregate support across the RDCK was low both for the proposal in Principle and in Willingness to Pay. 54% or respondents do not support the proposal in Principle (Figure 2), and 62% of respondents would not be willing to pay for the service based on cost estimates (Figure 3). Not surprisingly, support in principle was higher (38%) than willingness to pay (31%). However, assessing aggregate support is not highly relevant for determining next steps and updating PSAs, as results on an Electoral Area and community level are more connected to how new PSAs are being developed.

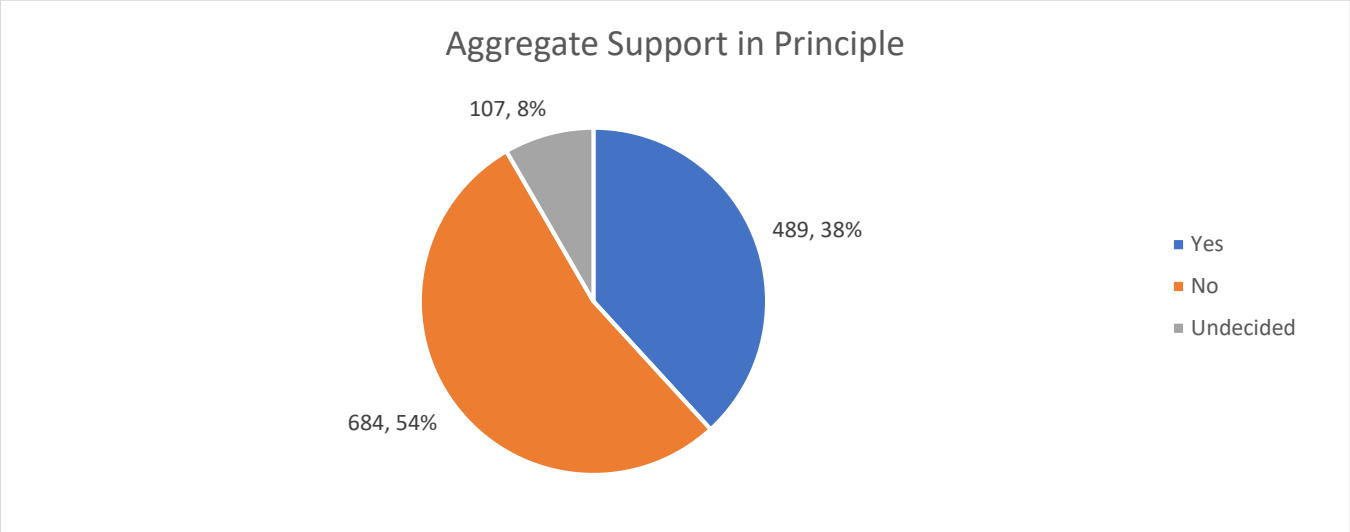


Figure 2. Phase 2 Support in Principle

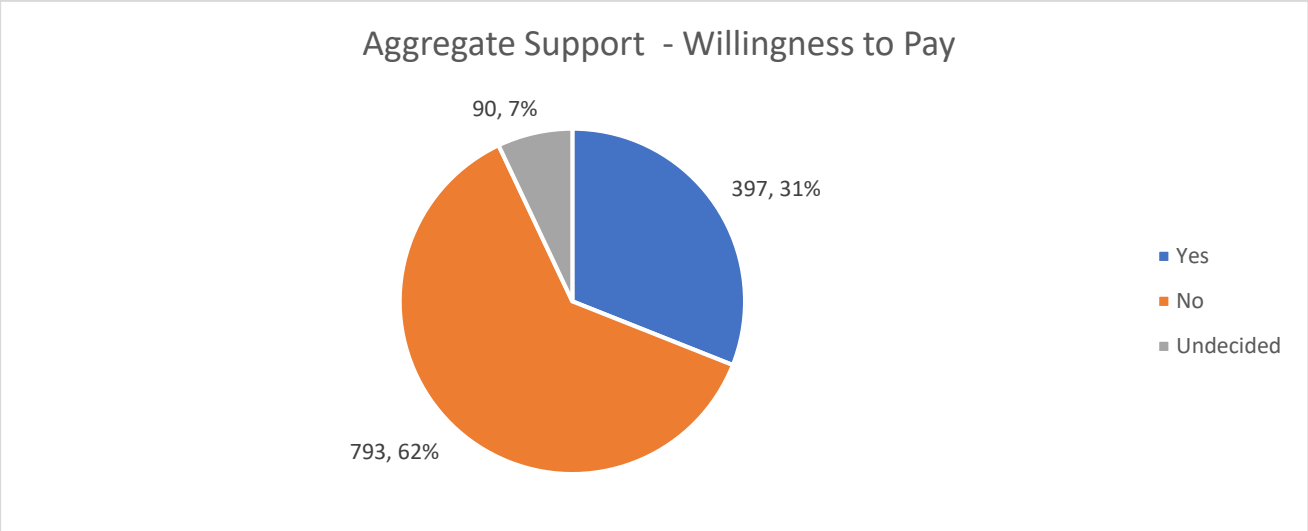


Figure 3. Phase 2 Support in Willingness to Pay

On an Electoral Area basis, results for the two questions focused on support indicate mixed responses throughout the RDCK. Many Areas have quite clear results for the proposed services, especially those leaning strongly towards the No (Areas A, B, C, E, and H). Areas F, G, I and J have the greatest amount of support for the proposal 'In Principle' (Figure 4), however support in 'Willingness to Pay' decreases for each of these Areas (Figure 5).

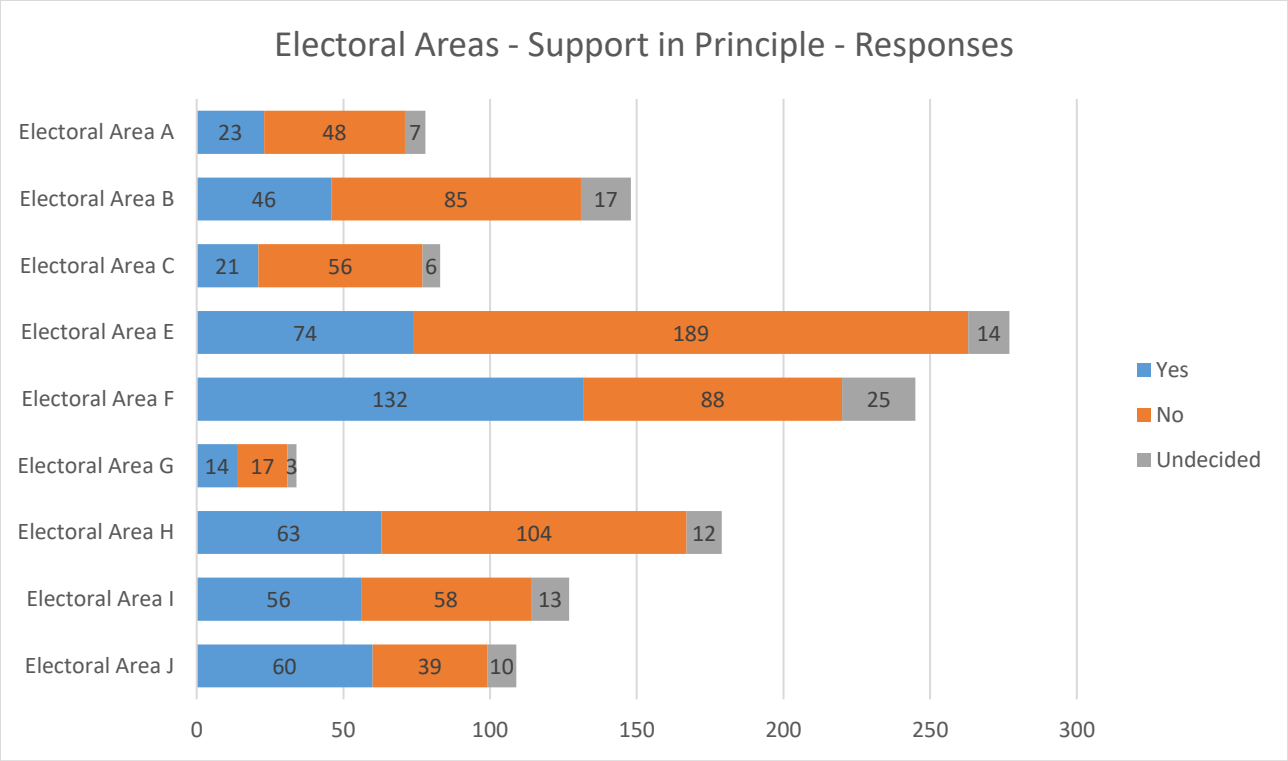


Figure 4. Electoral Area Support in Principle - Responses

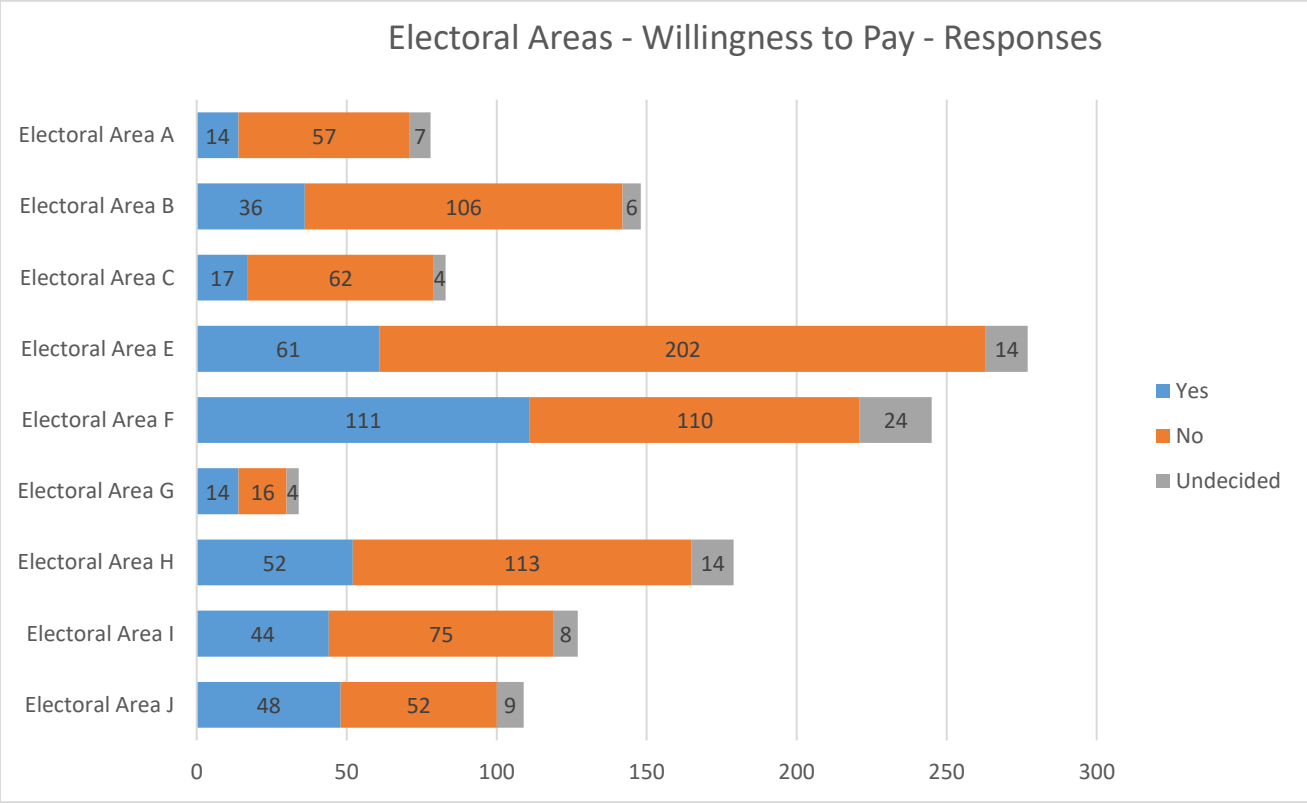


Figure 5. Electoral Area Support - Willingness to Pay - Responses

While response rates vary by Electoral Area, since each Area has a representative sample size (except Area G), assessing percent support for each question provides a solid basis for future recommendations. For support in principle, only Areas F and J have greater than 50% support (Figure 6), No Areas had support greater than 50% for willingness to pay, although Areas F and J continue to have the highest support (Figure 7).

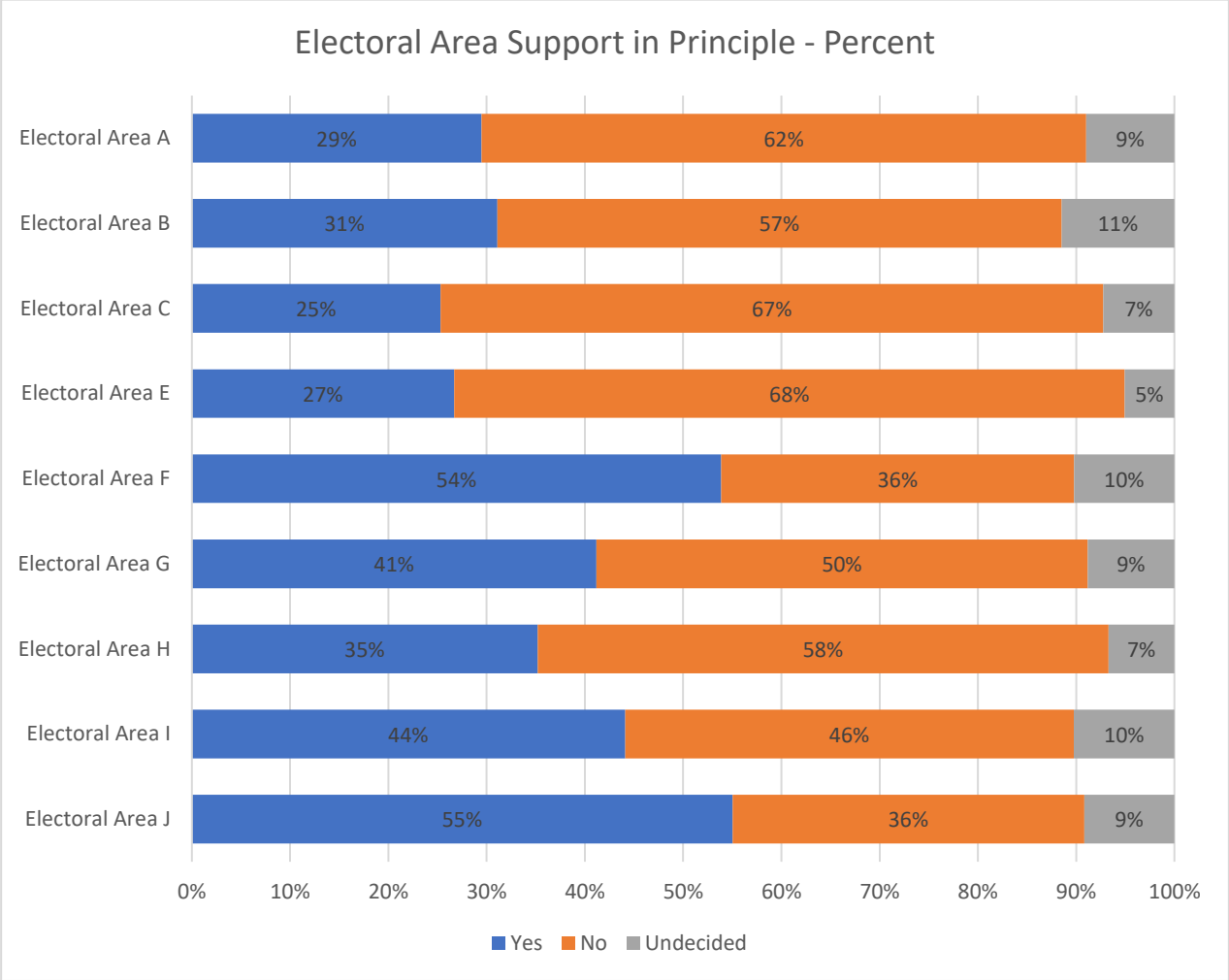


Figure 6. Electoral Area Percent Support in Principle

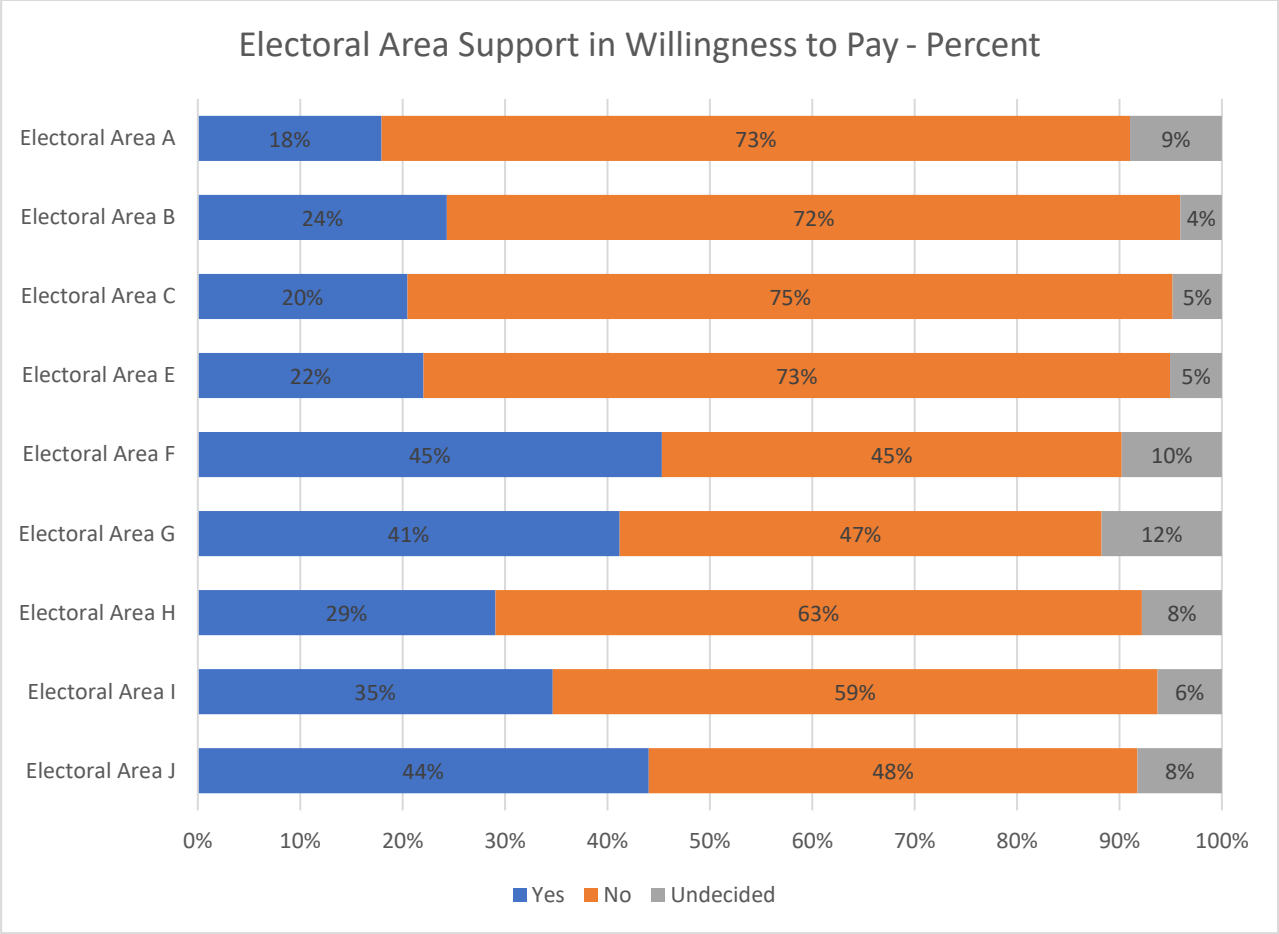


Figure 7. Electoral Area Percent Support in Willingness to Pay

Respondents were also asked to indicate which community they live in or nearby (mandatory question). Assessing results for support in principle and willingness to pay on the community level provides the most relevant insight for developing PSAs and knowing which areas are worthwhile proceeding to potential next steps in the service establishment process. As providing 3-stream services to communities is not directly tied to Electoral Area boundaries, it is expected that, once solidified, the Service Area Boundary will occur across multiple Electoral Areas. Communities that have a reasonable level of support and are currently within PSAs exist within Area E, F, I, H, and J.

All communities of Area F that were identified through Phase 2 Consultation are included. These and other communities included in the draft PSAs and responses for support in principle are included in Figure 8.

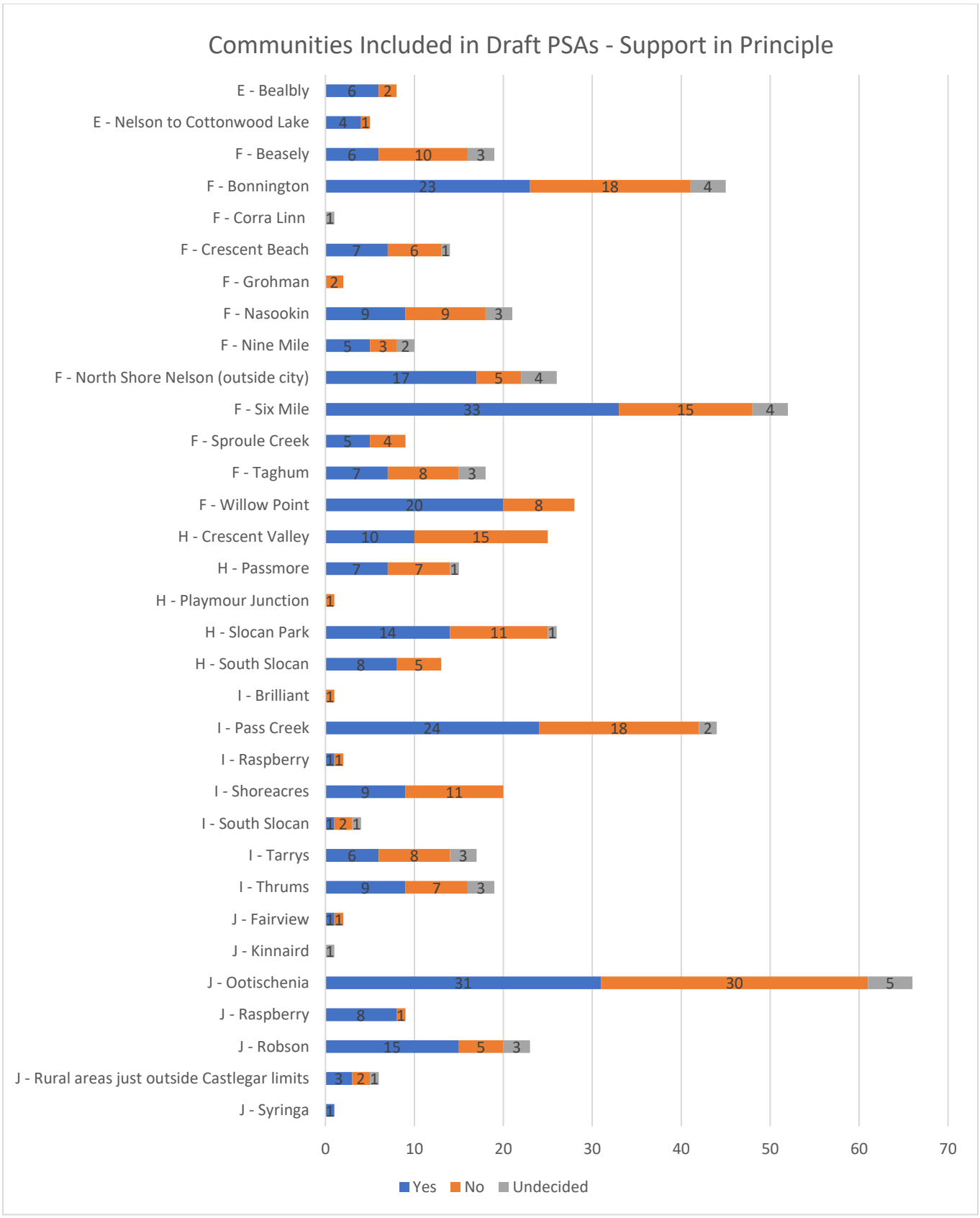


Figure 8. Communities included in draft Potential Service Areas and support in principle.

Within the survey, respondents had the opportunity to voice comments, concerns and ideas related to all aspects of the proposal. Common themes emerged for both those in support and not in support of the proposal. Four 'essay' questions were asked, with a total of 2,956 comments submitted (Table 2).

Table 2. Essay questions and count of responses

#	Essay Question	Responses
1	Do you have any concerns with the curbside collection of food waste?	863
2	Briefly describe any logistical challenges you see with curbside collection services for your household, if any.	749
3	Briefly describe any logistical challenges you see with curbside collection services for your neighbourhood, if any.	671
4	Do you have any further comments, concern, or feedback for the curbside collection proposal in your Electoral Area?	673
	Total Responses Received	**2956**

Given the large number of essay responses received, the individual comments have not been included in the attached summary report, however can be included within the Electoral Area reports if requested. Bang the Table has a text analysis tool referred to as 'Sentiment Analysis', which assesses the tone of a given comment and groups comment into four categories: Negative, Mixed, Neutral, and Positive. Using this tool for each question provides high-level insight into the likely tone of comments, however each comment must be considered with context and a degree of nuance that such a tool does not capture. The sentiments for the questions 1 and 4 have been included (Figure 9, Figure 10).

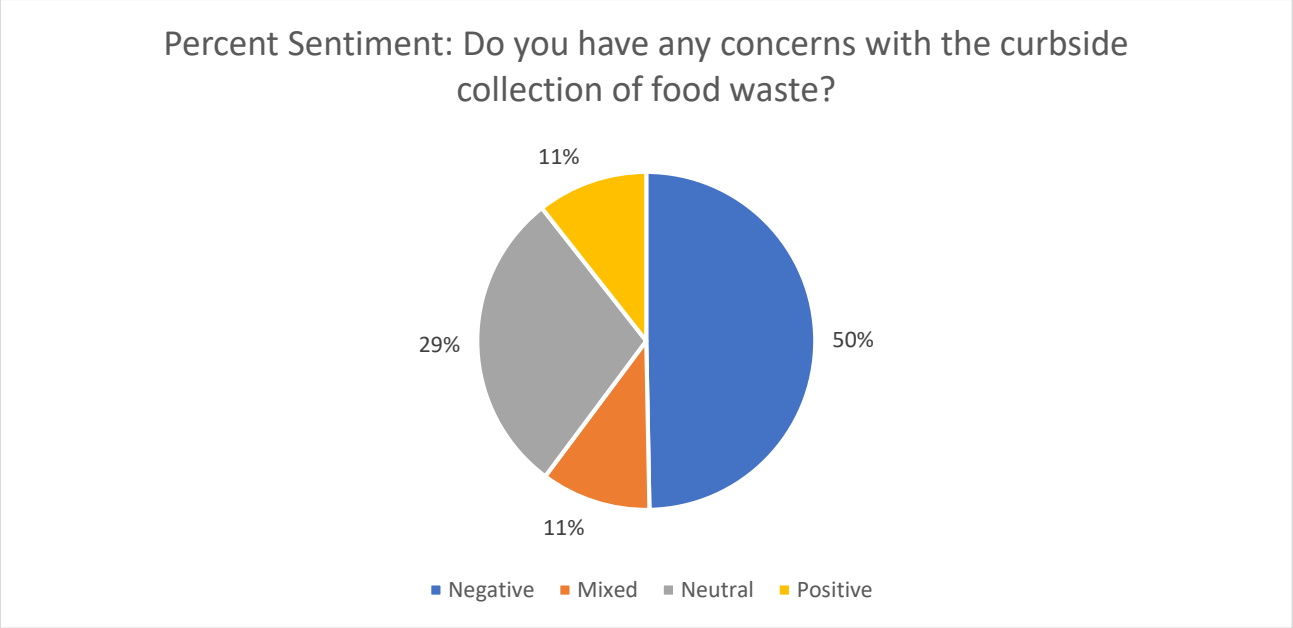


Figure 9. Percent sentiment response for Essay Question 1.

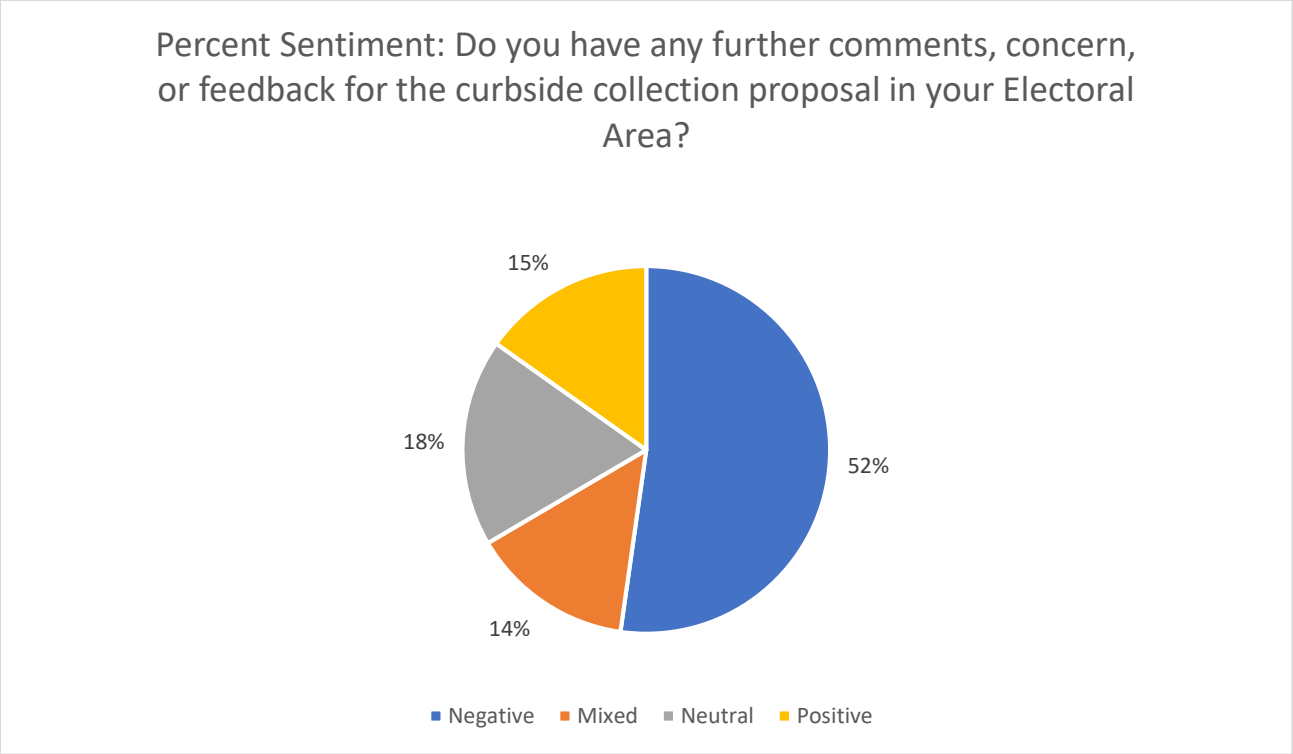


Figure 10. Percent sentiment response for Essay Question 4.

Review of comments is important, however given the large amount of time to fully interpret this section of the survey, detailed comment analysis has not been provided. However, some common themes and a small number of sample responses considered to be reflective of general sentiments, extracted from a preliminary review of the comments have been summarized in (Table 3).

Table 3. Essay questions; comment themes and sample responses

Comment Theme	Discussion
Cost	Low monthly spending on waste disposal
	Not wanting to pay for service that would not be used
	Fixed income, cannot afford new expenditures
	Inflation has already created challenges, don't want new costs
	Single person or couple producing very little waste
	Constant increases in costs, cost estimates are likely to increase
	Seasonal residents wouldn't benefit
	Would want to be able to opt-out of service and not have to pay for if or not wanted
	Would want to see free/discount compost if this were to go ahead
	Don't want any new taxes/overhead
	Having 3-stream for less than current private 1-stream service would be great
Lifestyle	Happy with fewer services, benefit of rural lifestyle
	Currently manage organic wastes so would not need or use services
	Make intentional decisions to reduce waste so service is poor value
	Have a farming and rural life, happy to manage waste responsibly
	Compost and/or feed to animals so don't need this part of service
	Would save time by not having to go into landfills/transfer stations
	Don't want to see the bins on the roadside, degrades the aesthetic of the area

Comment Theme	Discussion
Logistics	Limited space on roadside to place bins
	No way to get bins from house to roadside
	No space to store bins on property
	Narrow and steep roads would make it difficult for a truck to move around
	Impacts to flow and safety of traffic along highways
	Impacts of snow on roads in winter - plows hitting bins etc.
	For families with diapers, garbage collection weekly is needed
	Bins will smell and create maggots and flies
	Food waste will get stuck in the bins in winter
	Houses are too far apart to make it feasible/cost effective
Convenience	Difficulty moving bins due to mobility issues
	Having to stick to collection days is less convenient
	Not having to sort recycling would be helpful
	Might be easier than self-hauling, but unsure
	Collection frequency is insufficient, would need weekly collection
	Would free up time spent going to transfer stations and recycling depots
	Already making trips into town past landfills/transfer stations so doesn't add much time
	Still have to go in to drop off glass and other items so wouldn't make it more convenient
	Would be great for families
	Wouldn't work for shift workers
Wildlife	Concerned that bins on road would attract animals
	Animals would get into the bins
	Can't compost due to animals, could allow for separating organics from garbage
	Concerned about bears getting hit by cars as the try to get into bins
	Dogs getting into bins
	Having food waste in bins would attract animals
	Can't leave food waste on roadside without animals getting into it
	Animals would knock over the bins and make a mess
	If collection is missed, will attract animals
	Would prefer drop-off sites at transfer stations to prevent animals getting into bins
	People who compost attract wildlife, so this would be good to remove the attractants

Questions related to current methods of managing waste provide valuable insight into the rationale and justification within the responses received. They also can assist Recourse Recovery staff in developing and improving upon both the proposal for curbside services, as well as existing services. The dataset created through the Phase 2 Consultation will have value which extends beyond the scope of this report and consultation period.

In assessing responses to the proposal in principle and willingness to pay, a relationship has been identified between the amount of time and monthly costs respondents spend and levels of support. Effectively, support in principle and willingness to pay changes depending on the amount of time and money respondents currently spend dealing with their waste (garbage, recycling, and organics combined). Whereas only 20% of respondents who spend less than 30 minutes dealing with their waste were supportive in principle, 61% of respondents who spend 30 minutes to an hour were supportive. This trend is consistent as the more time and money respondents spend dealing with their waste, the more support there is for the

proposal in principle and in willingness to pay. However, 59% or respondents indicated that they spend less than 30 minutes dealing with their waste, followed by those who spend 30 minutes to an hour (Figure 13).

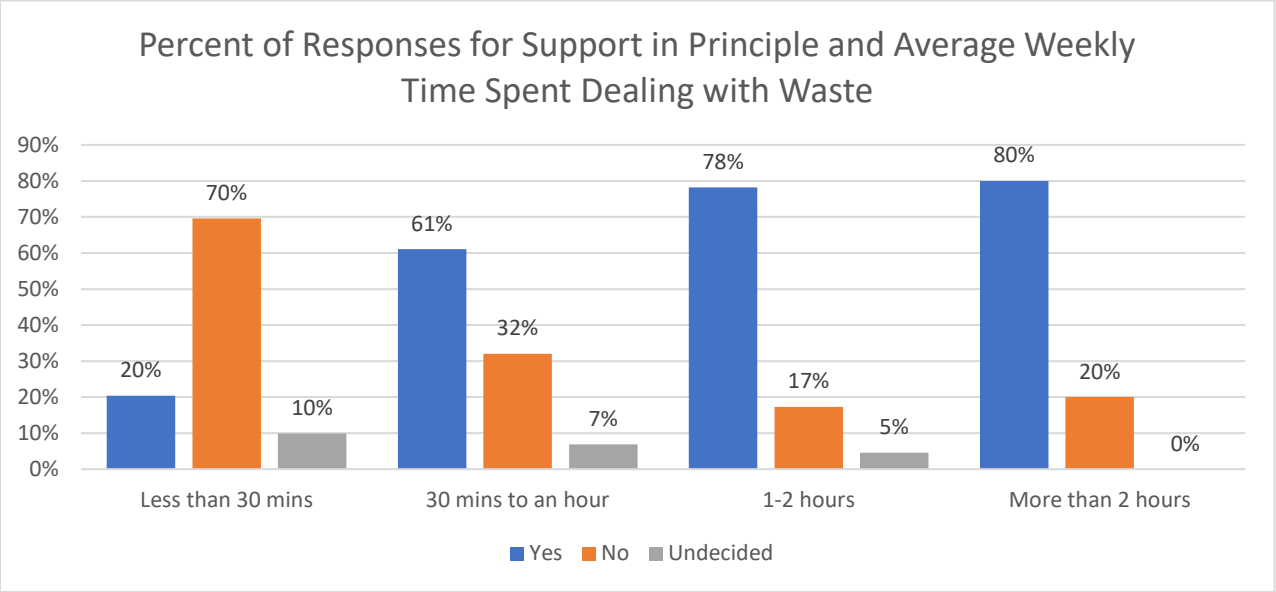


Figure 11. Percent of responses for support in principle and average weekly time spent dealing with waste.

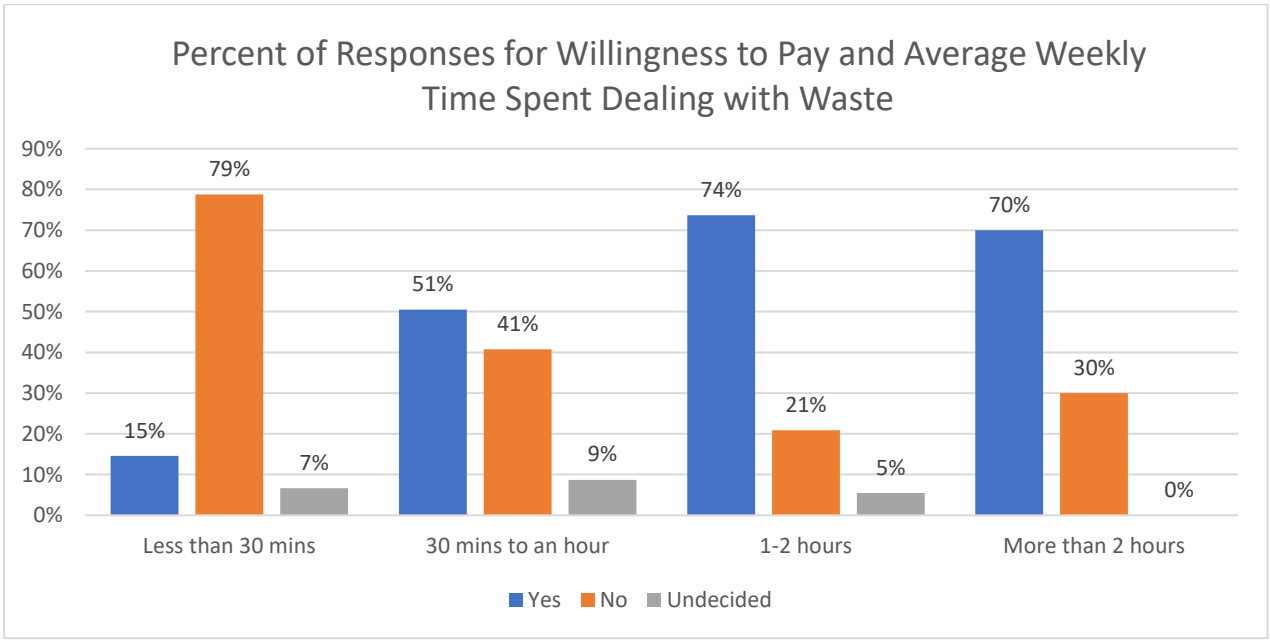


Figure 12. Percent of responses for willingness to pay and average weekly time spent dealing with waste.

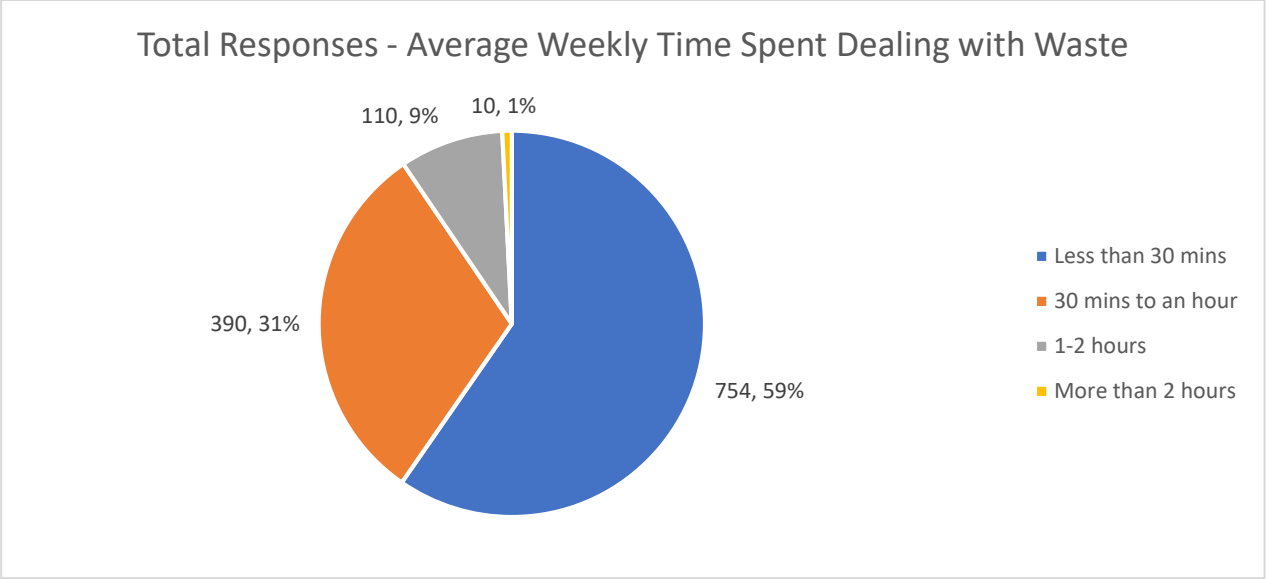


Figure 13. Total responses for average amount of time spent weekly dealing with waste.

74% of respondents who spend less than $10 a month on waste disposal are not supportive in principle, with 87% being unwilling to pay for services based on current cost estimates. Aggregate responses indicate 56% of respondents pay less than $10 a month on waste disposal, with 25% paying $10-$20 a month. Only 9% of respondents spend 1-2 hours dealing with their waste.

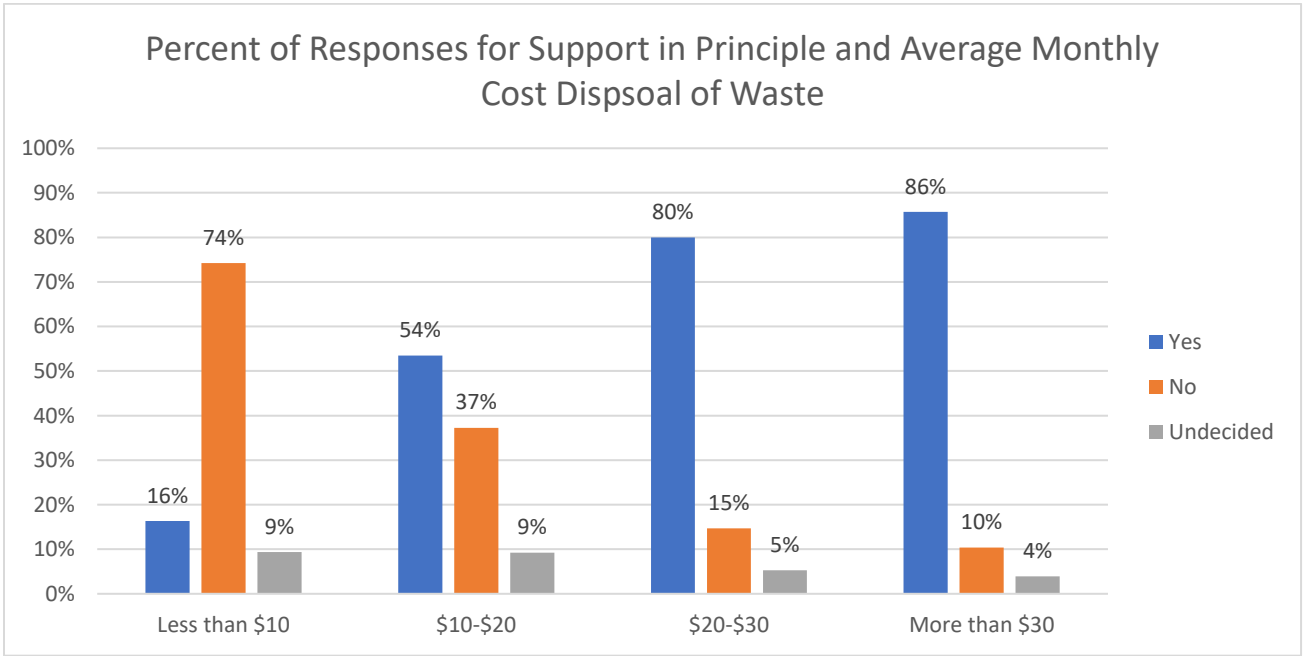


Figure 14. Percent of responses for support in principle and average monthly costs for disposal of waste.

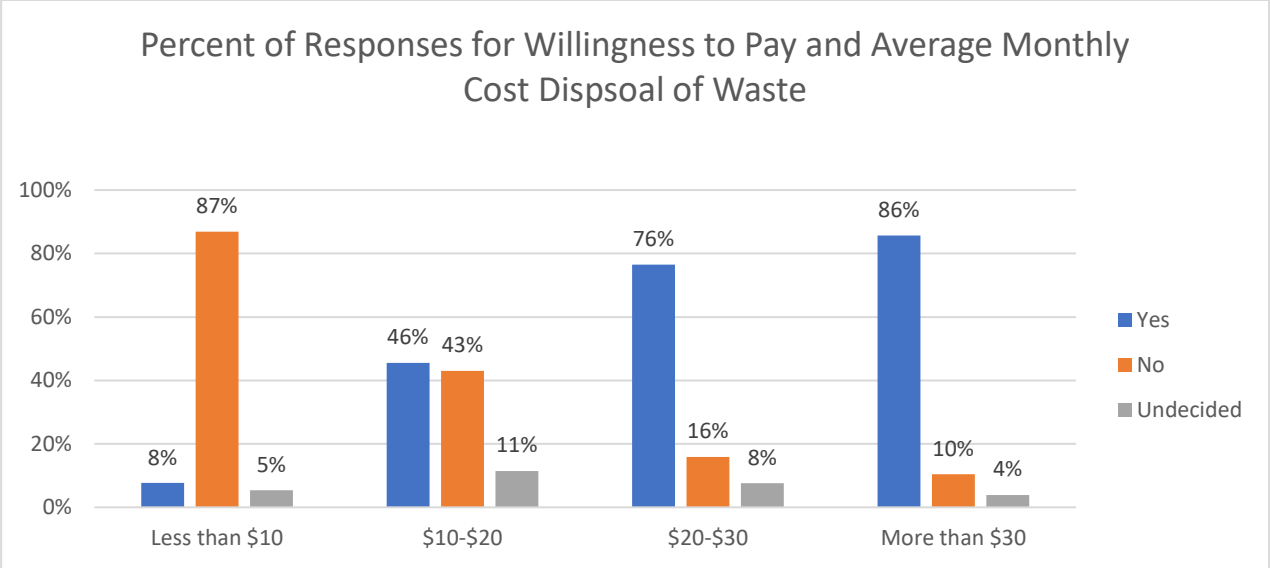


Figure 15. Percent of responses for willingness to pay and average monthly costs for disposal of waste.

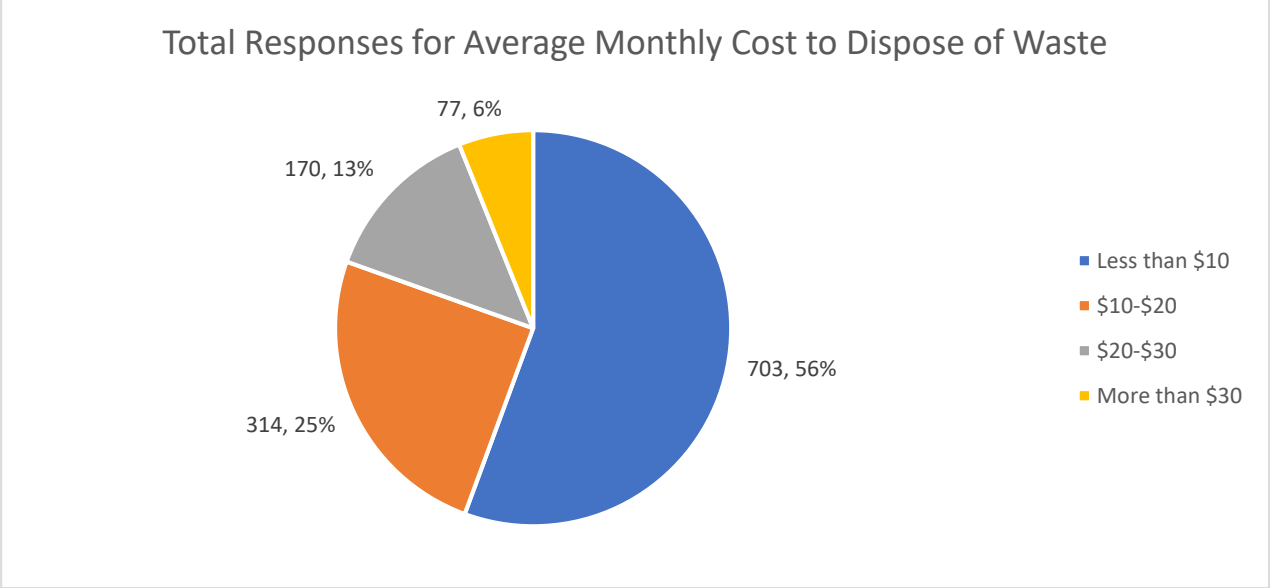


Figure 16. Total responses for average monthly costs to dispose of waste.

Respondents were also asked how they manage their food waste and recycling. Food waste management was separated into three answers. For respondents who either separate 100% or a combination of their food waste from their garbage, support in principle and in willingness to pay was lower than for those who put all of their food waste in the garbage.

Respondents were first asked if they have access to curbside services currently. For residents without curbside recycling, the question was asked how recycling is managed in their households. 11% (150) of respondents currently have curbside recycling, while 87% (1,109) do not, with under 1% of respondents being unsure. For respondents without curbside recycling, the most notable relationship between how that waste stream is managed and support for the proposal is related to frequency of trips to the recycling depots. Those that use the depots less than once a month are less supportive, while those that take recycling in weekly are

closely matched with those that do and do not support the proposal. For respondents that do have curbside recycling (150), 52% (79) are supportive in principle, while 38% (58) answered as willing to pay for services. 9% (13) respondents were undecided for both questions.

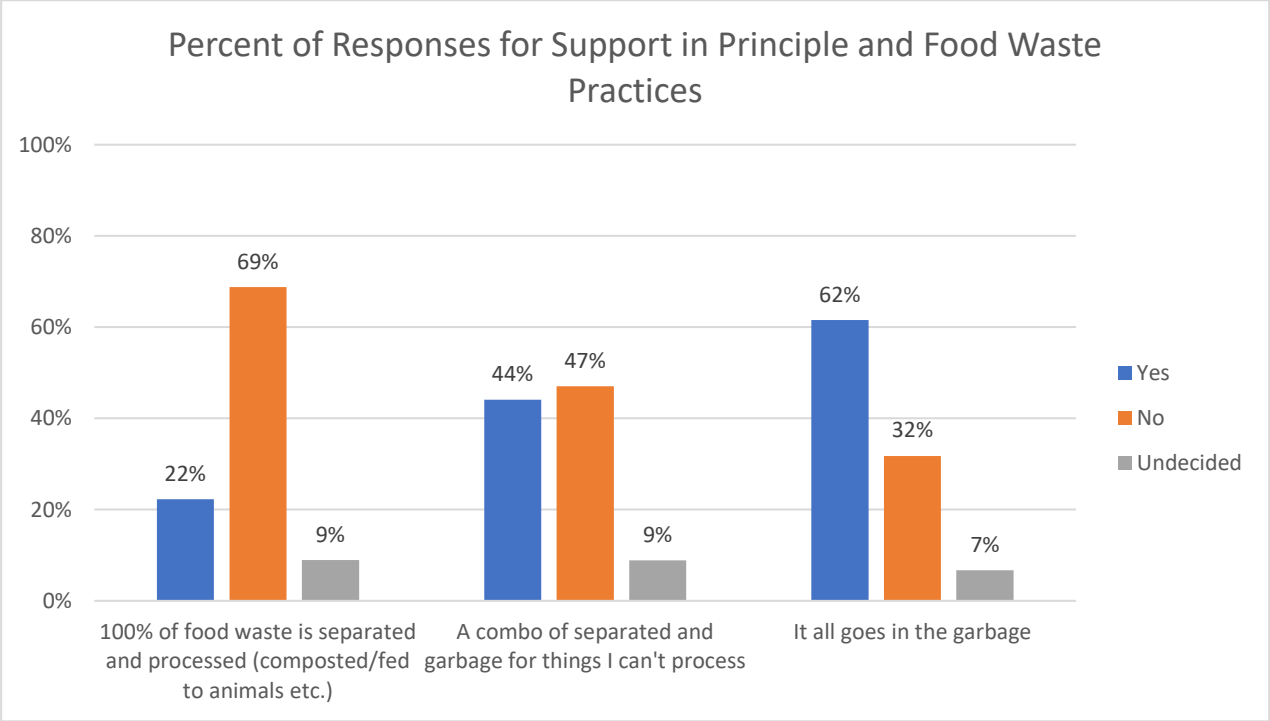


Figure 17. Percent of responses for support in principle and food waste disposal practices.

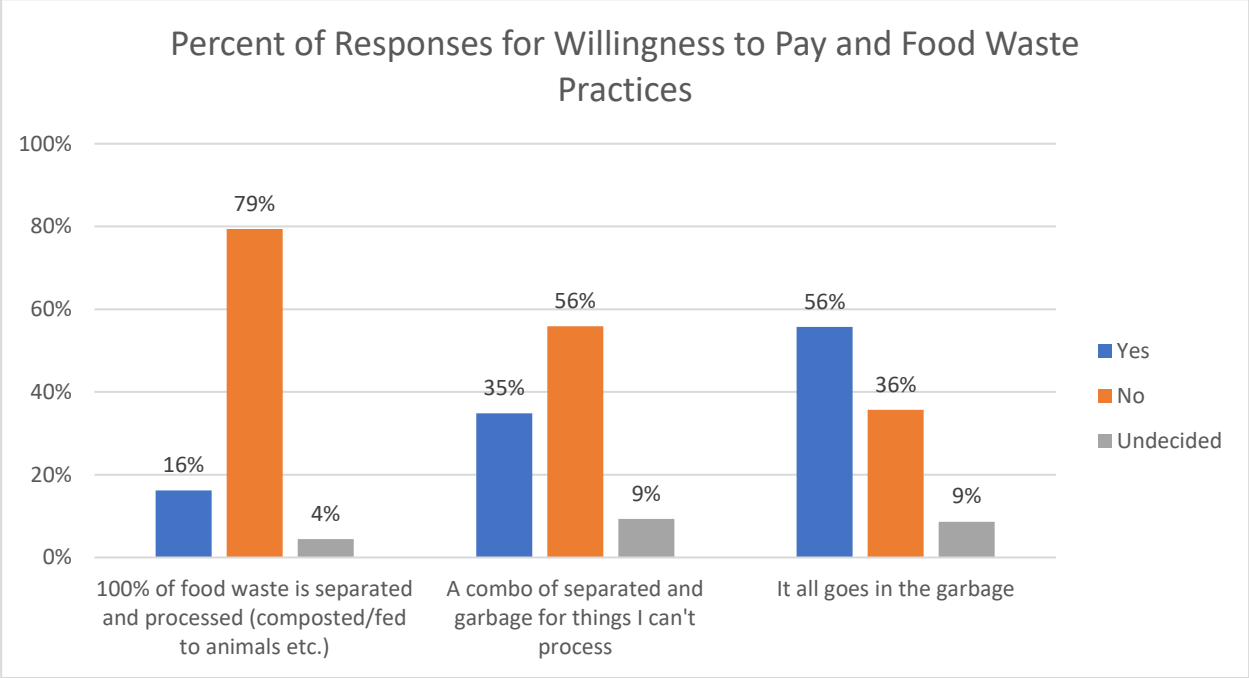


Figure 18. Percent of responses for willingness to pay and food waste disposal practices.

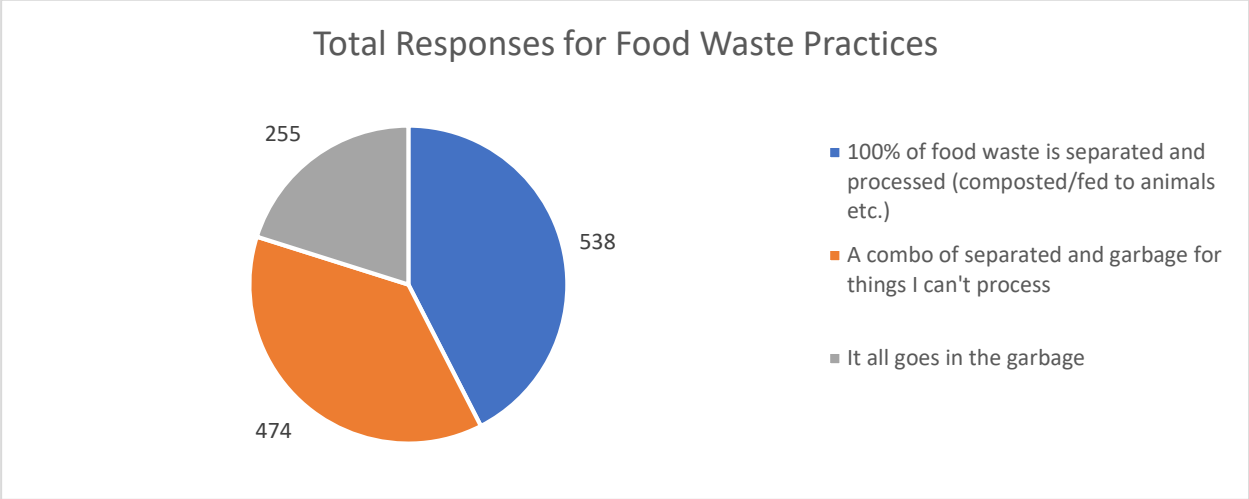


Figure 19. Total responses for food waste disposal practices.

Additional non-mandatory questions were asked via Likert (rated) questions, so that respondents could rate their level agreement with certain statements pertaining to the personal and greater benefit that curbside collection services may or may not provide for them. These questions are included in Attachment A as part of the Bang the Table Report.

As well, respondents were asked to indicate whether or not they felt their household and neighborhood could be considered logistically feasible for curbside services. This information will be used to identify logistical barriers and troubleshoots in areas that may receive further PSA and Service Establishment development. One multiple choice question was asked, while two essay question sections were included. 749 respondents described logistical challenges for their household, while 671 respondents provided responses for logistical challenges for their neighborhood. 1,214 respondents provided and answer for the multiple choice question 'would you consider you household as logistically feasible for curbside collection services?' with 56% or responses indicating feasibility.

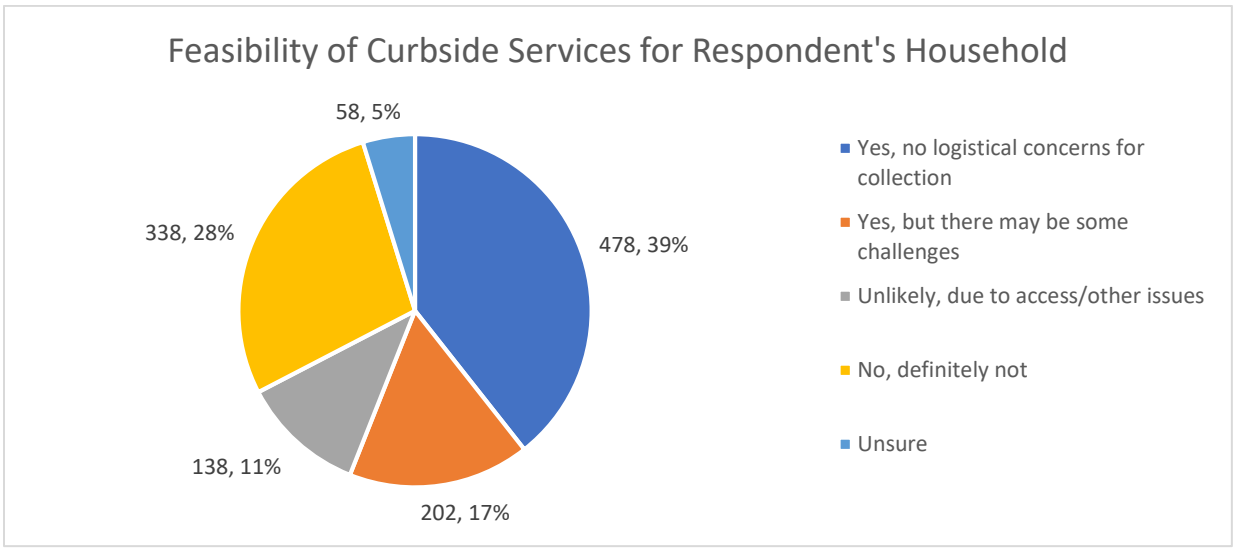


Figure 20. Percent response for feasibility of curbside services for households.

Respondents who did not answer 'Yes' to the question of willingness to pay (69% of total) were asked to indicate why they did not support the proposal at this time. 830 out of 883 respondents answered the question (94%). Respondents could select more than one answer. The most common reason for not being willing to pay for services was 'Happy with current method of managing my waste' (Figure 21).

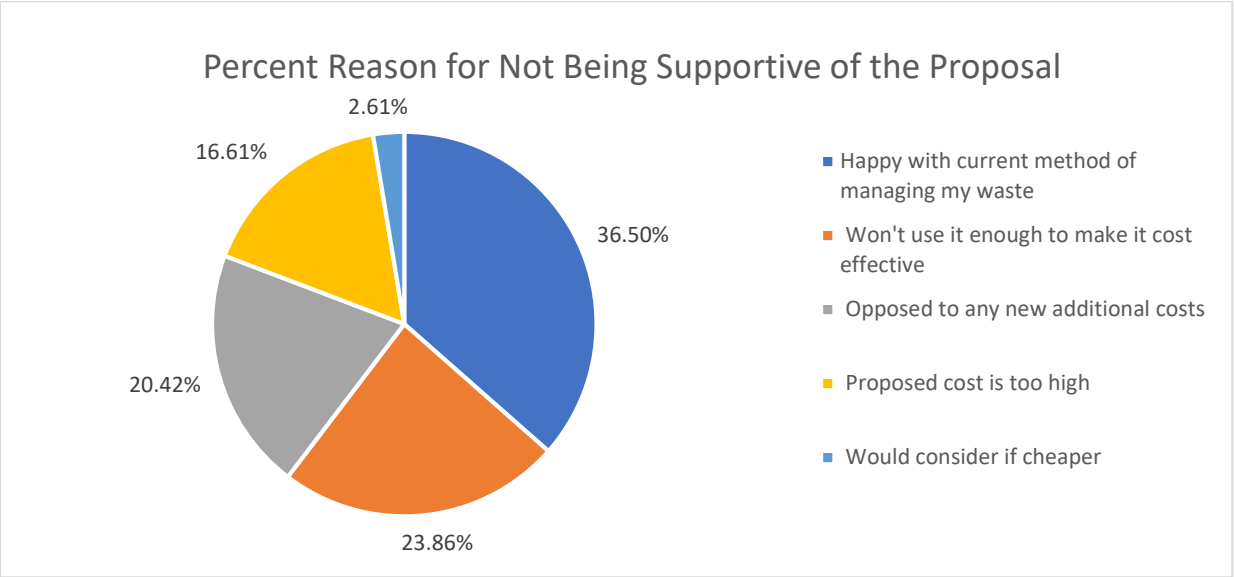


Figure 21. Percent of responses; Conditional question on reason for not being willing to pay for curbside services

At the end of the survey, residents were asked to indicate how they heard about the Phase 2 Consultation and proposal for curbside collection services in the Electoral Areas. 71% indicated Mail Out (Postcard) as the method of hearing about the consultation (Figure 22).

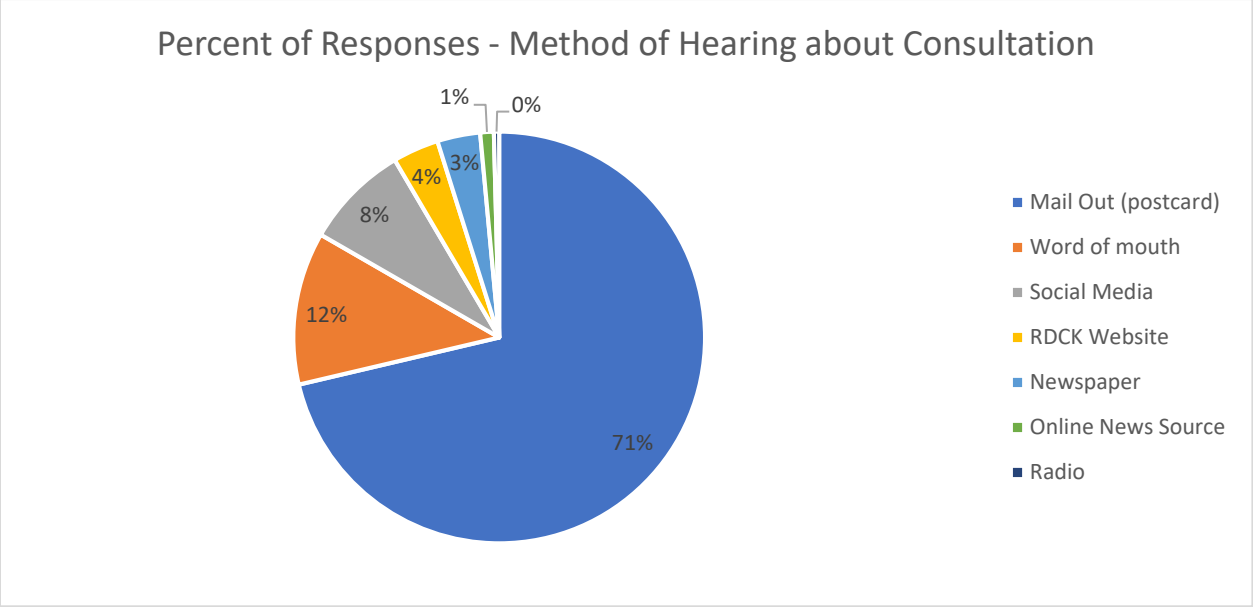


Figure 22. Percent of responses; method of hearing about the Phase 2 Consultation.

Discussion

Understanding community level support and willingness to pay for the curbside collection proposal within each Electoral Area can help in developing the next steps of creating Service Area Boundaries and developing a Service Establishment Bylaw, should the decision be made to proceed. Each Electoral Area's community responses for support in principle and willingness to pay are provided in Attachment B.

Prior to developing Service Area Boundaries, staff require additional time to determine opportunities for developing partnerships with RBC. Staff have created draft PSA Boundaries based on the results of the consultation, however the existing recycling service offered directly to residents in parts of Areas H, I and J creates complexities for developing a consistent service and costing, and therefore a single service establishment process.

Staff have been in contact with RBC staff and discussion is underway to develop a plan for how to proceed with the service establishment process for 3-stream services for residents who indicated support for the proposal through the Phase 2 Consultation, within the context of recycling services existing for certain communities for which this may apply.

Within the Electoral Areas that have a reasonable level of support, as well as for those who only have certain communities that indicated support, draft maps have been developed and an updated count of potentially eligible households for 3-stream curbside services has been formed.

Within Areas E, F, H, I, and J there are up 4,621 households identified that could be included in a PSA and future service establishment processes based on a reasonable level of support in principle, willingness to pay, and geographic feasibility. This number includes all areas that currently receive curbside collection services, and included certain communities that may have not indicated support for this proposal. The complexities in drafting a Service Area Boundary for the purposes of a Service Establishment Bylaw and a referendum increases with the existing recycling service.

There is a balance between developing PSAs based Phase 2 Consultation results and the Equivalent Unincorporated Areas criteria from RBC for curbside service partnerships. For example, to achieve 3-stream service for communities in Area F and adjacent communities in Areas H and E, a population of 5,000 within the PSA must be met. To access a population of 5,000, certain communities that did not have reasonable support (i.e. less than 40%) must be included (e.g. Beasley). The difficulty is matching the geographic feasibility, RBC criteria, and Phase 2 results to create a logical, defensible, cohesive and serviceable area.

Therefore, further refinements to PSAs and more fully developed Service Area Boundaries that reflect the results of the consultation can be made once discussion with RBC have provided additional information.

Discussion with RBC will include identifying opportunities for transfer some or all of the existing service from RBC held administration over to the RDCK and the possibility of exemptions for certain elements of the draft Unincorporated Equivalent Areas (Equivalency) criteria to enable the offering of 3-stream services to those that currently do not have recycling, but are within the PSAs.

Prior to developing more refined service areas and starting the service establishment bylaw development process, staff feel it is necessary to negotiate with RBC and select a preferred scenario for delivering 3-stream curbside services within all or parts of the currently identified PSAs. Therefore, in advance of providing the Committee with recommendations for next steps in the Service Establishment process, staff

require a response from RBC to build certainty in the Service Establishment Bylaw, and the question to be brought to Assent Voting. Staff are not prepared at this time to provide a recommendation for the Bylaw or the Assent Voting (referendum) question.

Draft PSA maps were developed based off the results from the Phase 2 Consultation. Draft PSAs are included in Attachment C. The PSA maps include all households in Area F that meet the initial feasibility criteria, as well as a section of Area H within the southern extent of the Slocan Valley, which indicated a reasonable level of support. As well, two pockets of households in Area E (Bealby Point and south of Nelson) have been included in the PSA, but are not considered highly feasible due to their distance to other PSAs. As well, at this time, staff have identified that the communities within Electoral Areas H, I, and J that currently receive curbside recycling services may be good candidates for expanding to 3-stream, and have generated PSA maps and datasets for these areas. The community of Pass Creek indicated support through the consultation, and has been included as a PSA, but logistics and feasibility of offering this are directly connected to negotiations with RBC.

Staff are in the process of negotiating with RBC and identifying all potential scenarios for development of a service establishment bylaw and associated documents. With a plan to have more refined proposals and recommendations in place within the next weeks, staff are planning to bring an additional report to the Committee for the July 19th meeting. At this meeting, staff intend to provide a recommendation for the development of a Service Establishment Bylaw with Service Area Boundaries.

At this time, staff are seeking input and feedback on the drafted PSAs and welcome any additional interpretation of the Phase 2 Consultation results.

No recommendations are provided.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	☒ Yes ☐ No	**Financial Plan Amendment:**	☐ Yes ☒ No
Debt Bylaw Required:	☐ Yes ☒ No	**Public/Gov't Approvals Required:**	☐ Yes ☒ No

Detailed financial considerations will be included in the subsequent report detailing options for proceeding to the next stages of the Service Establishment process. The impacts on grant funding (OICP, CBT) will be presented at such a time when the options for proceeding to next steps are available. However, as the Potential Service Areas (PSAs) do not include any communities within the Eastern Sub-Region, funding allocated to the Electoral Area curbside collection program will either proportionally decrease where expenditures are less than forecast, or re-allocation of funds will occur.

At the December JRRC, staff forecast up to $60,000 in costs for delivering Assent Voting. Given the reduction in geographic extent within the draft PSAs, the cost for delivering Assent Voting is expected to decrease. Detailed cost estimates will be provided once the draft PSAs more closely match what could be considered the Service Area Boundaries.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

This report is part of the Service Establishment process, in that results from the Phase 2 Consultation on Electoral Area curbside collection are informative towards how the RDCK proceeds with establishing services. The RDCK Board of Directors has committed to using the method of Assent Voting to establish the service. However, prior to that process, a Bylaw enabling the RDCK to establish the service must be

developed. Staff will return to the Board with recommendations for proceeding to the development of the Service Establishment Bylaw once service establishment scenarios and options have been more fully developed.

3.3 Environmental Considerations

This project is connected to the RDCK Resource Recovery Plan and objectives therein to reduce Greenhouse Gas emissions from landfilled organic waste, reduce the impacts of landfill leachate, and improve the lifespan of RDCK landfills. As well, the local production of compost will assist in the creation of soil which in turn provides valuable carbon sequestration and nutrient enhancement of soils.

3.4 Social Considerations:

The Phase 2 Consultation for curbside collection services was a comprehensive public engagement effort to support informed and quality decision making to the benefit of the public. The service itself offers great potential to improve the daily lives of individuals, however the perspectives of those opposed to the proposed services must be carefully taken into consideration when working to establish services for which not all RDCK residents have voiced support.

3.5 Economic Considerations:

The impacts of this service to the daily lives of residents may result in economic impacts. The provision of services for an annual fee, charged to users of the system is expected to be the method of cost recovery. For residents who have indicated a lack of interest or inability to afford the additional costs associated with the proposed project, the economic impacts must be considered. As well, the economic impacts on the RDCK as a whole are critical. In the absence of services for the collection of waste, continued landfilling of materials that can and should be recycled and composted is likely to continue at elevated levels.

3.6 Communication Considerations:

The report detailing the results of the Phase 2 curbside collection consultation will be made publicly available. Since no recommendations are included, additional promotion of the release of the report is not expected.

3.7 Staffing/Departmental Workplace Considerations:

Allocation of staff resources towards this project is within work plans.

3.8 Board Strategic Plan/Priorities Considerations:

Organics diversion is a major component of advancing the RDCK Board's priority of Waste Management and Alternatives, and RDCK's Strategic Objective to adapt to our changing climate and mitigate greenhouse gas emissions. Continuing the investigation into a rural curbside collection program is also in line with the RDCK's Strategic Objective to continually innovate to reduce the impact of solid waste.

SECTION 4: OPTIONS & PROS / CONS

None at this time. For information only.

SECTION 5: RECOMMENDATIONS

None at this time. For information only.

Respectfully submitted,

Matt Morrison – Organics Coordinator

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager, Environmental Services – Uli Wolf

ATTACHMENTS:
Attachment A – Bang the Table Report – Phase 2 Consultation – Electoral Area Curbside Collection
Attachment B – Community Responses – Phase 2 Consultation – Support for Proposal
Attachment C – Potential Service Area Maps – Post Phase 2 Consultation

RDCK Electoral Area Residential Curbside Collection Survey

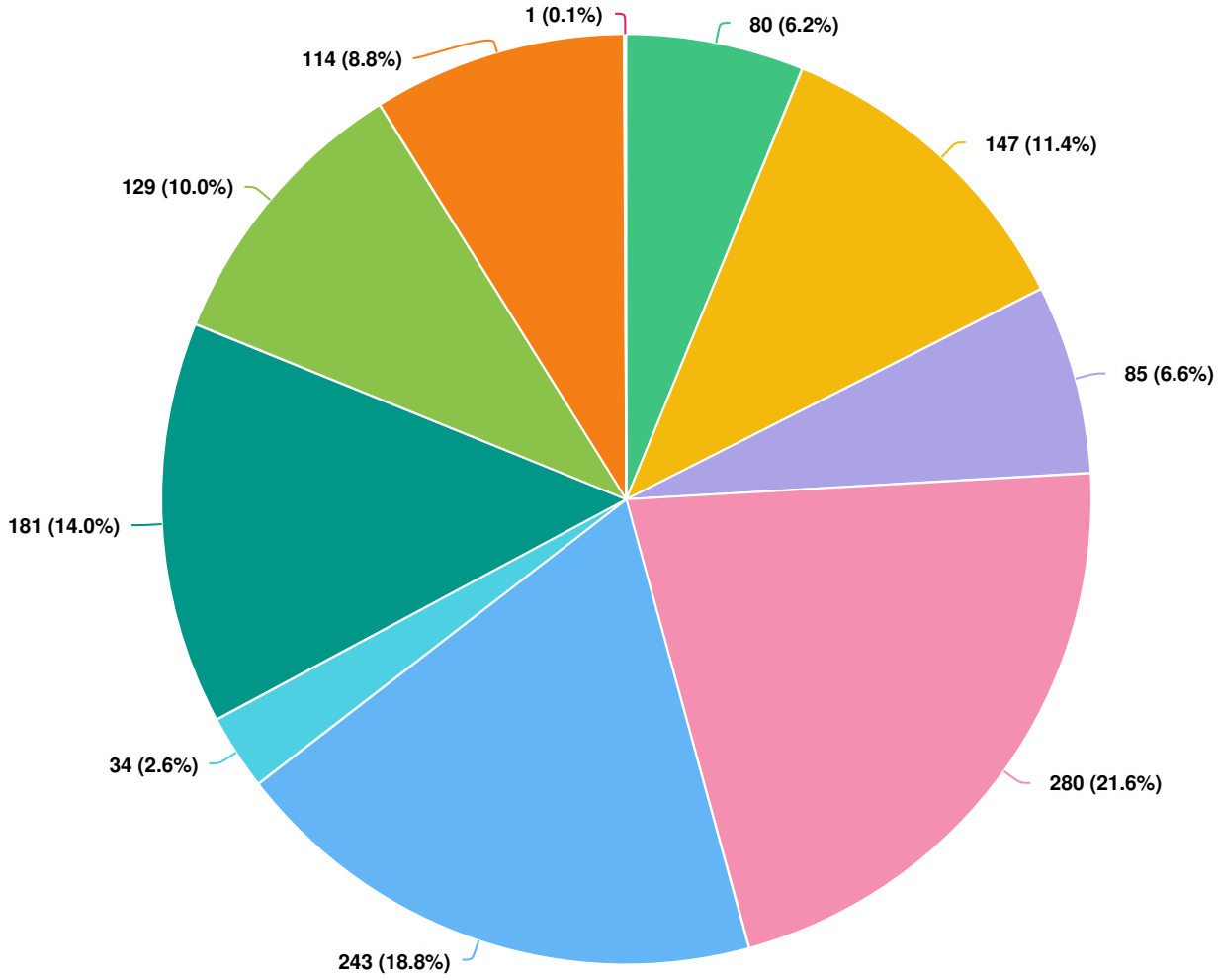
SURVEY RESPONSE REPORT
30 January 2023 - 28 April 2023

PROJECT NAME:
Curbside Collection Consultation - Electoral Area Residents

BANG THE TABLE engagementHQ

SURVEY QUESTIONS

Q1 Which Electoral Area do you live in? Not sure, here is a map of the EAs.

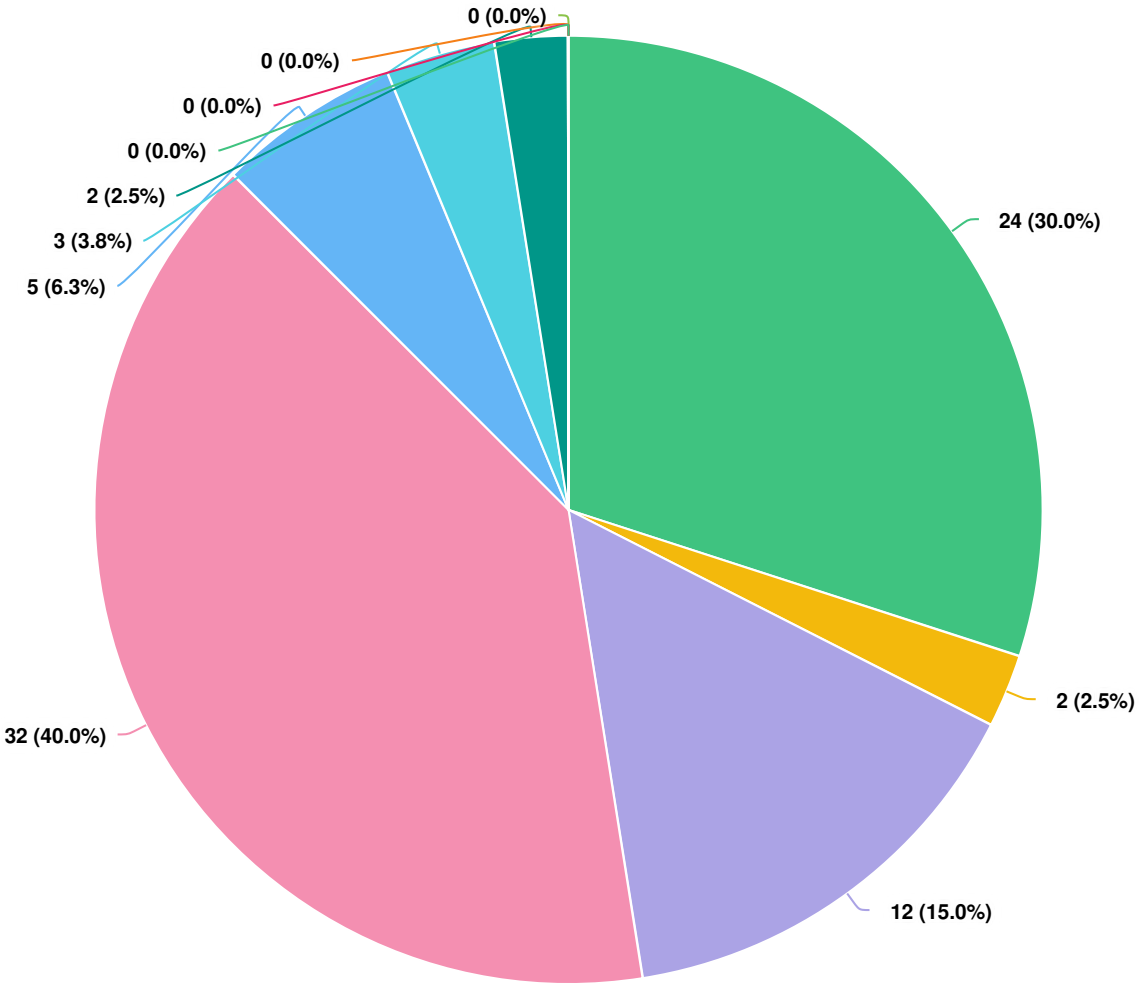


Question options

Electoral Area A | Electoral Area B | Electoral Area C | Electoral Area E | Electoral Area F
Electoral Area G | Electoral Area H | Electoral Area I | Electoral Area J | Other (D or K) See note below

Mandatory Question (1292 response(s))
Question type: Dropdown Question

Q2 Which community in Area A do you live in or close to?

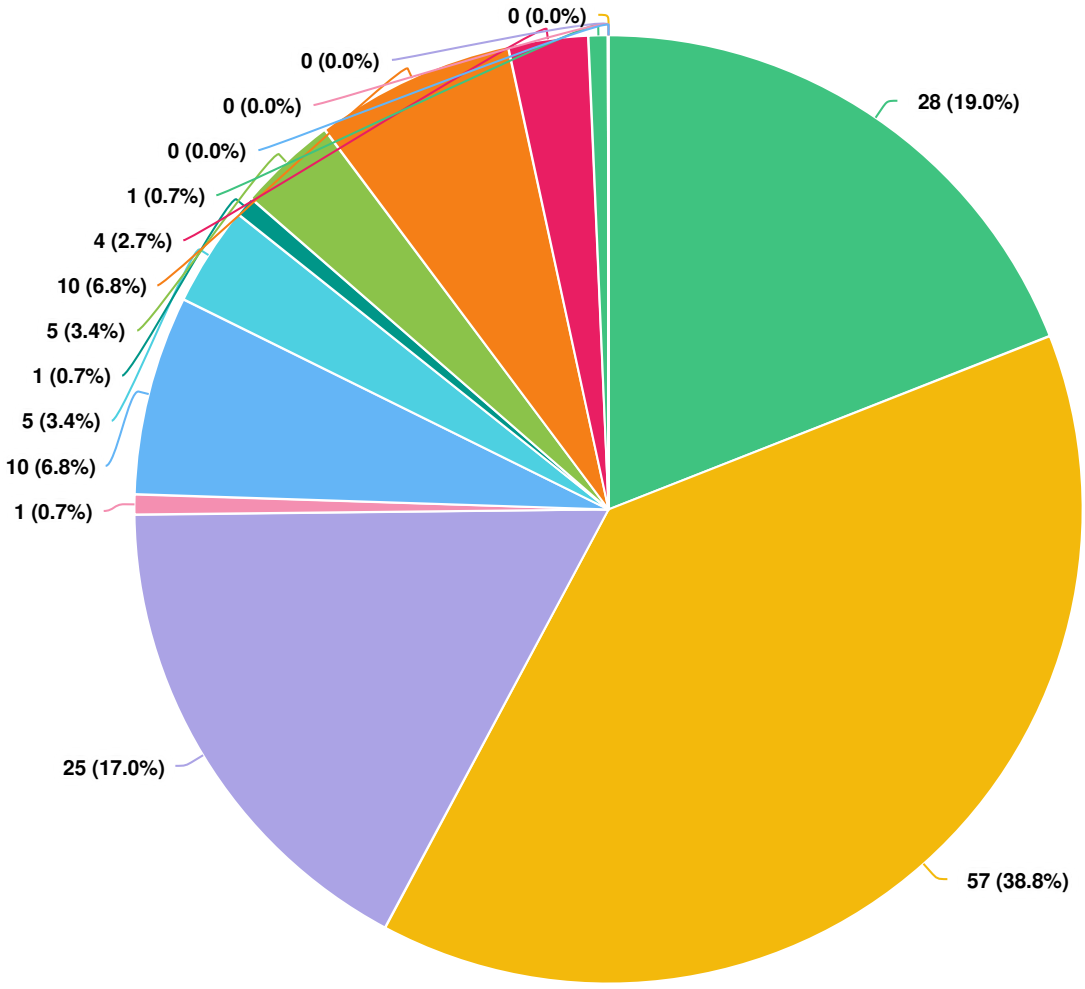


Question options

Boswell Sirdar Sanca Wynndel Twin Bays Kuskanook Other (please specify)
Gray Creek Kootenay Bay Pilot Bay Crawford Bay

Mandatory Question (80 response(s))
Question type: Radio Button Question

Q3 Which community in Area B do you live in or close to?

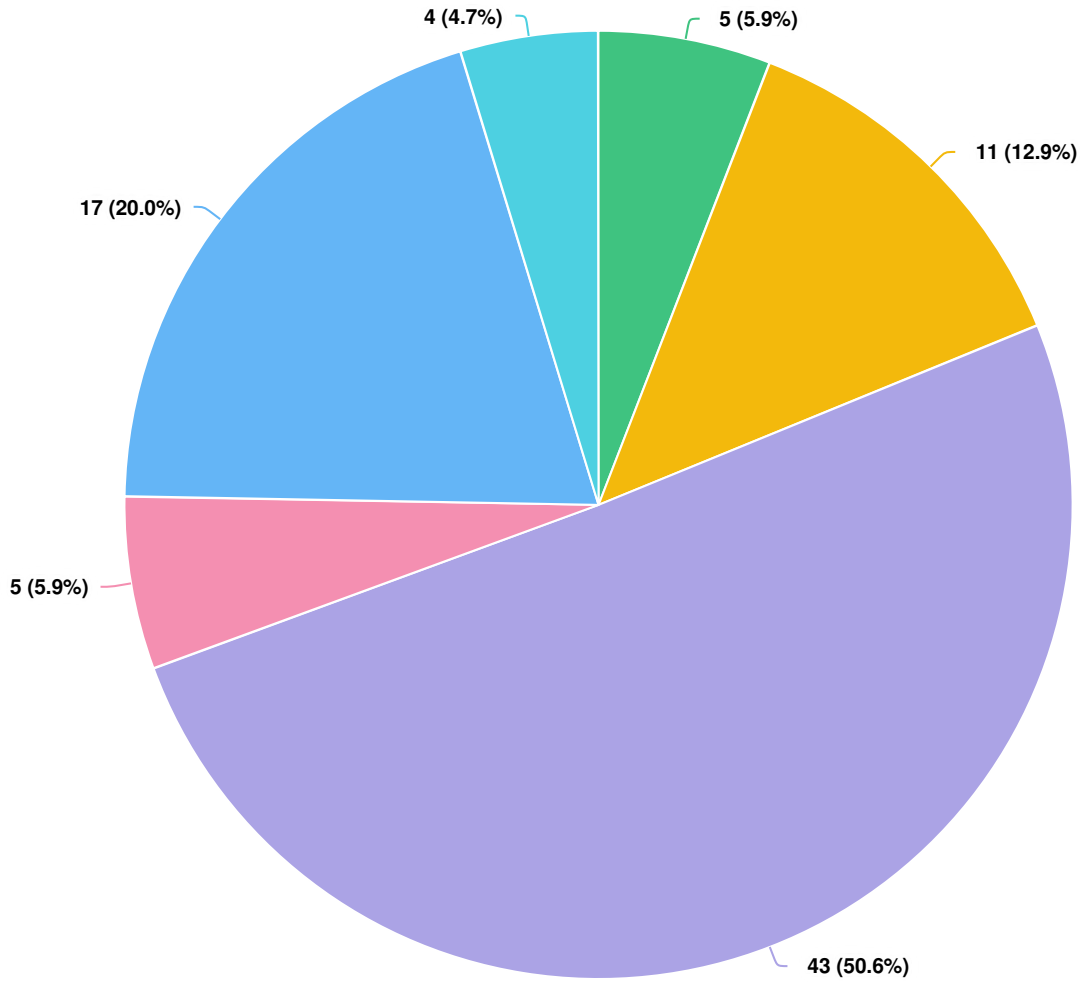


Question options

Canyon · Erickson · Lister · Rykerts · Arrow Creek · Yahk · Goatfell · Kingsgate · Kitchener · Goat River Bottom · Rural areas just outside Creston town limits · Huscroft · Glenlily · Lower Kootenay Band · Other (please specify)

Mandatory Question (147 response(s))
Question type: Radio Button Question

Q4 Which community in Area C do you live in close by?

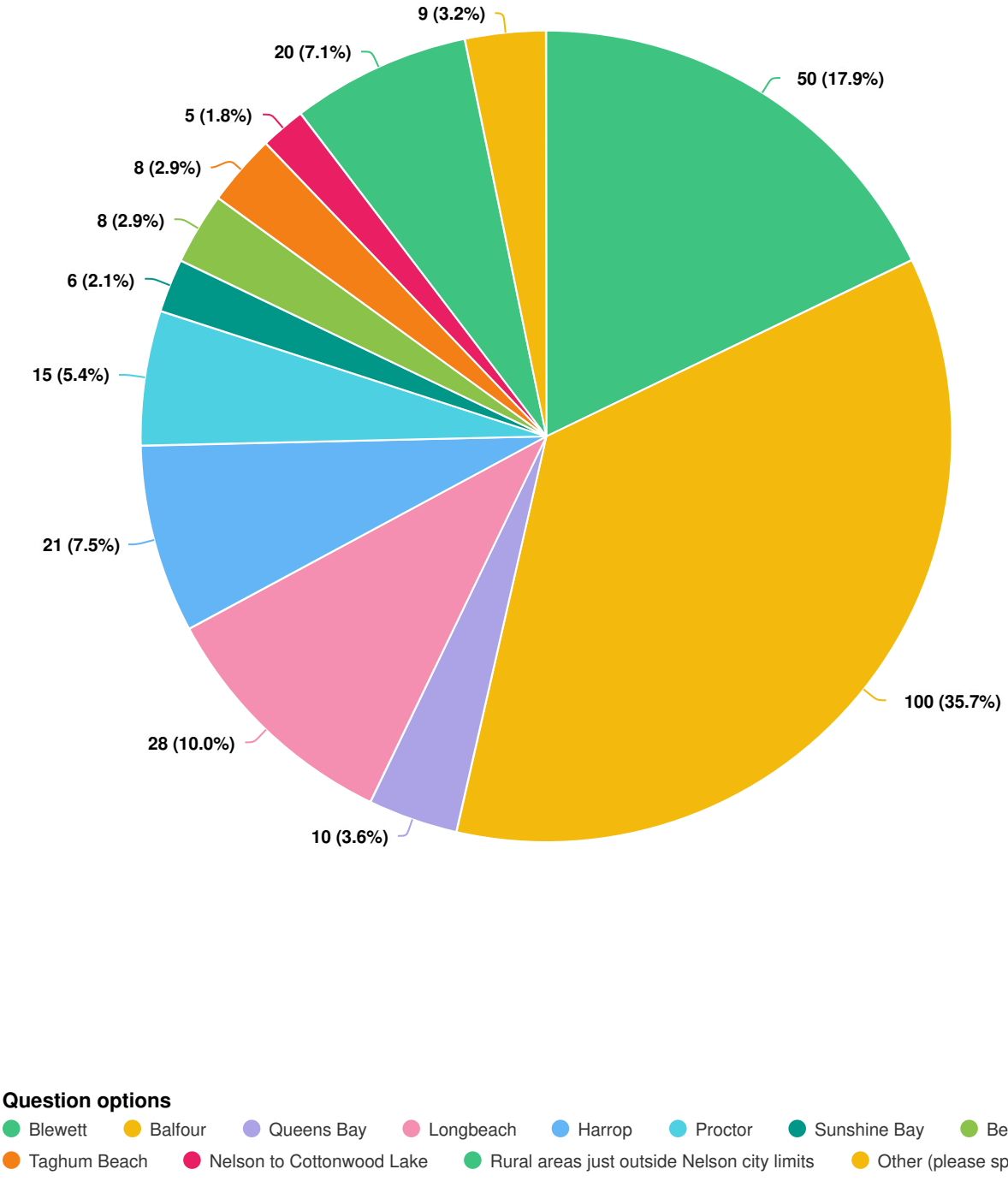


Question options

Duck Lake
Lakeview
West Creston
South Reclamation
Rural areas just outside Creston limits
Other (please specify)

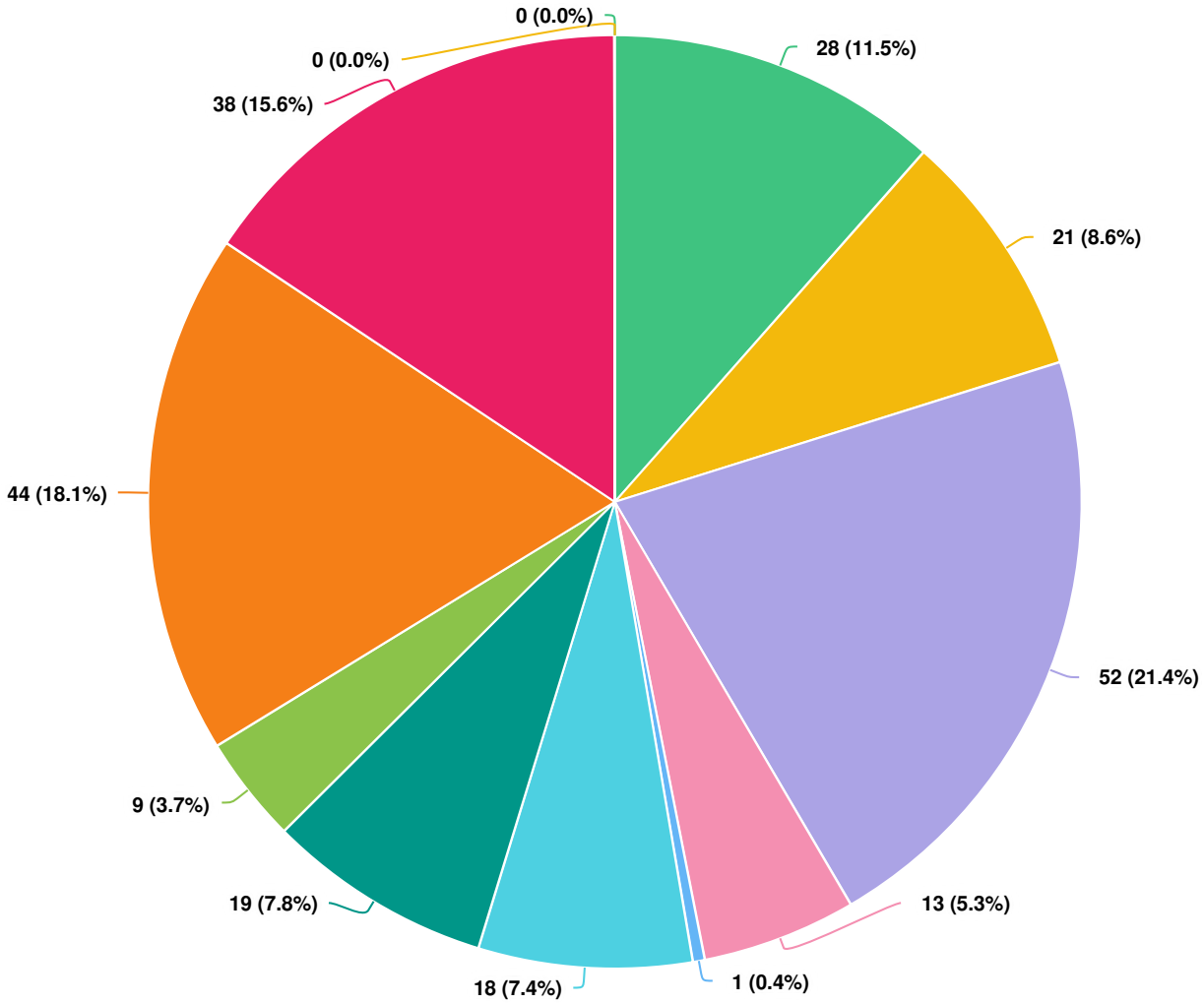
Mandatory Question (85 response(s))
Question type: Radio Button Question

Q5 Which community in Area E do you live in or close by?



Mandatory Question (279 response(s))
Question type: Radio Button Question

Q6 Which community in Area F do you live in or close to?

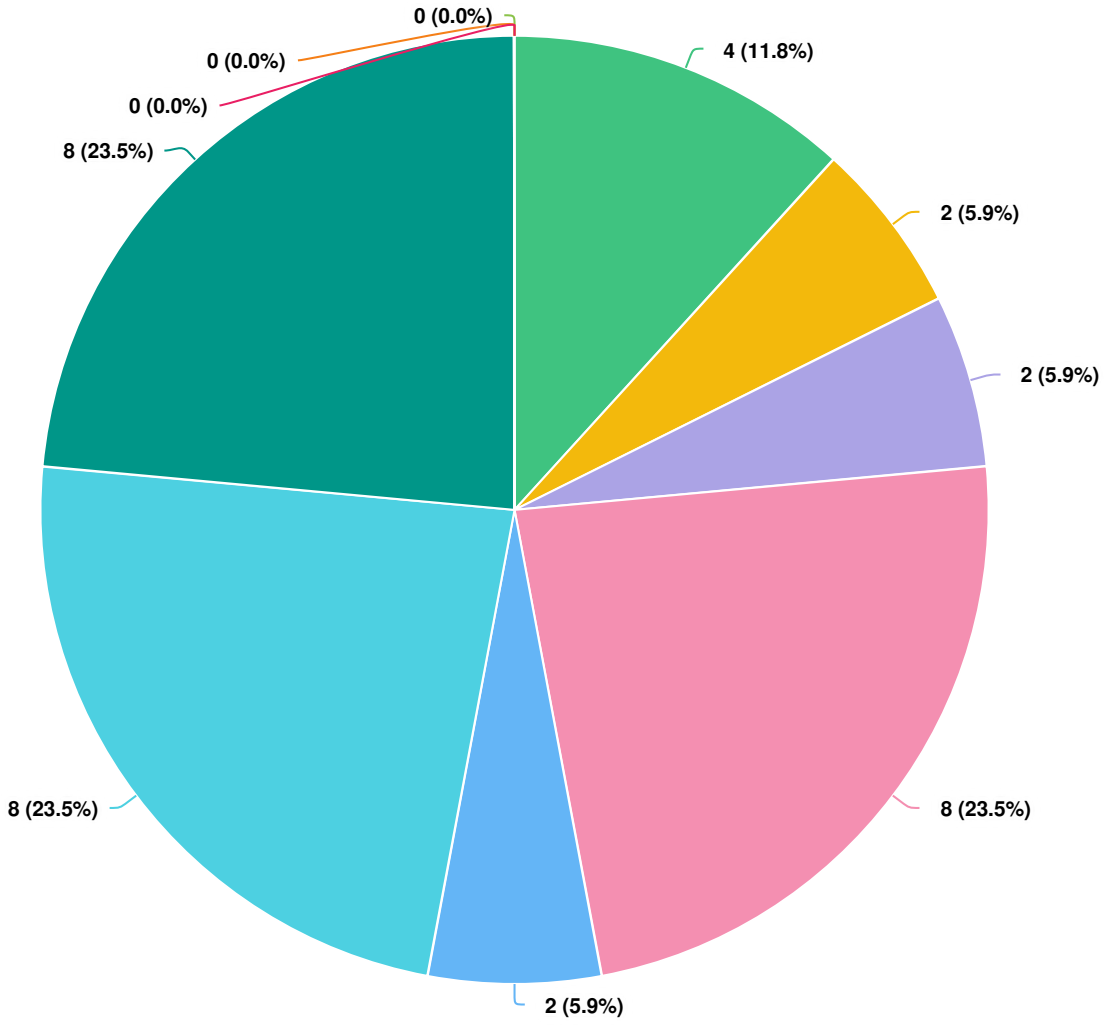


Question options

Willow Point | Nasookin | Six Mile | Crescent Beach | Grohman | Taghum | Beasely | Sproule Creek | Bonnington | Other (please specify) | North Shore Nelson (outside city) | Nine Mile

Mandatory Question (243 response(s))
Question type: Radio Button Question

Q7 Which community in Area G do you live in or close to?

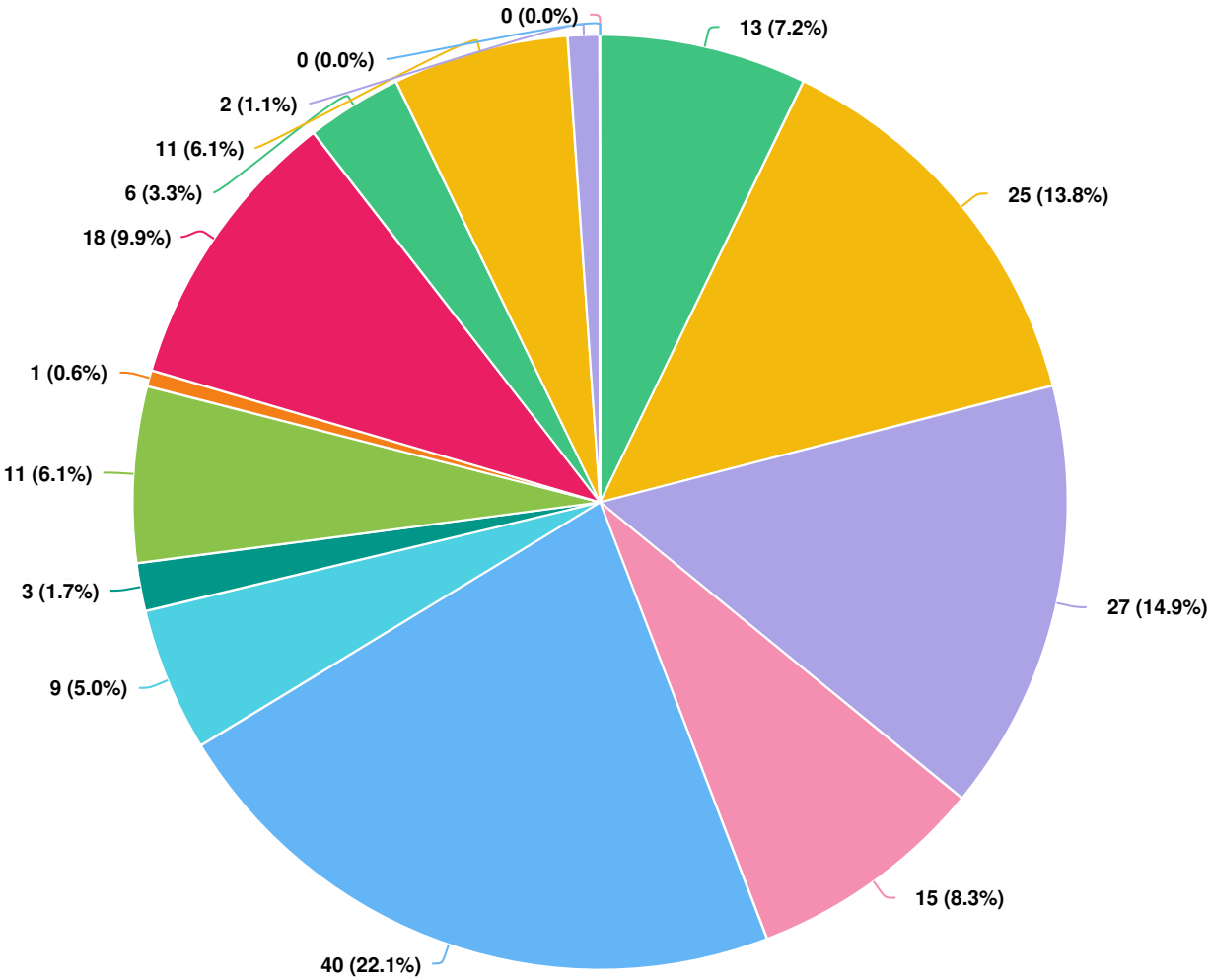


Question options

Hall Siding · Ymir · Ross Spur · Airport Road · Erie · Salmo North · Rural areas just outside Village of Salmo limits · Porto Rico · Nelway · Other (please specify)

Mandatory Question (34 response(s))
Question type: Radio Button Question

Q8 Which community in Area H do you live in or close to?

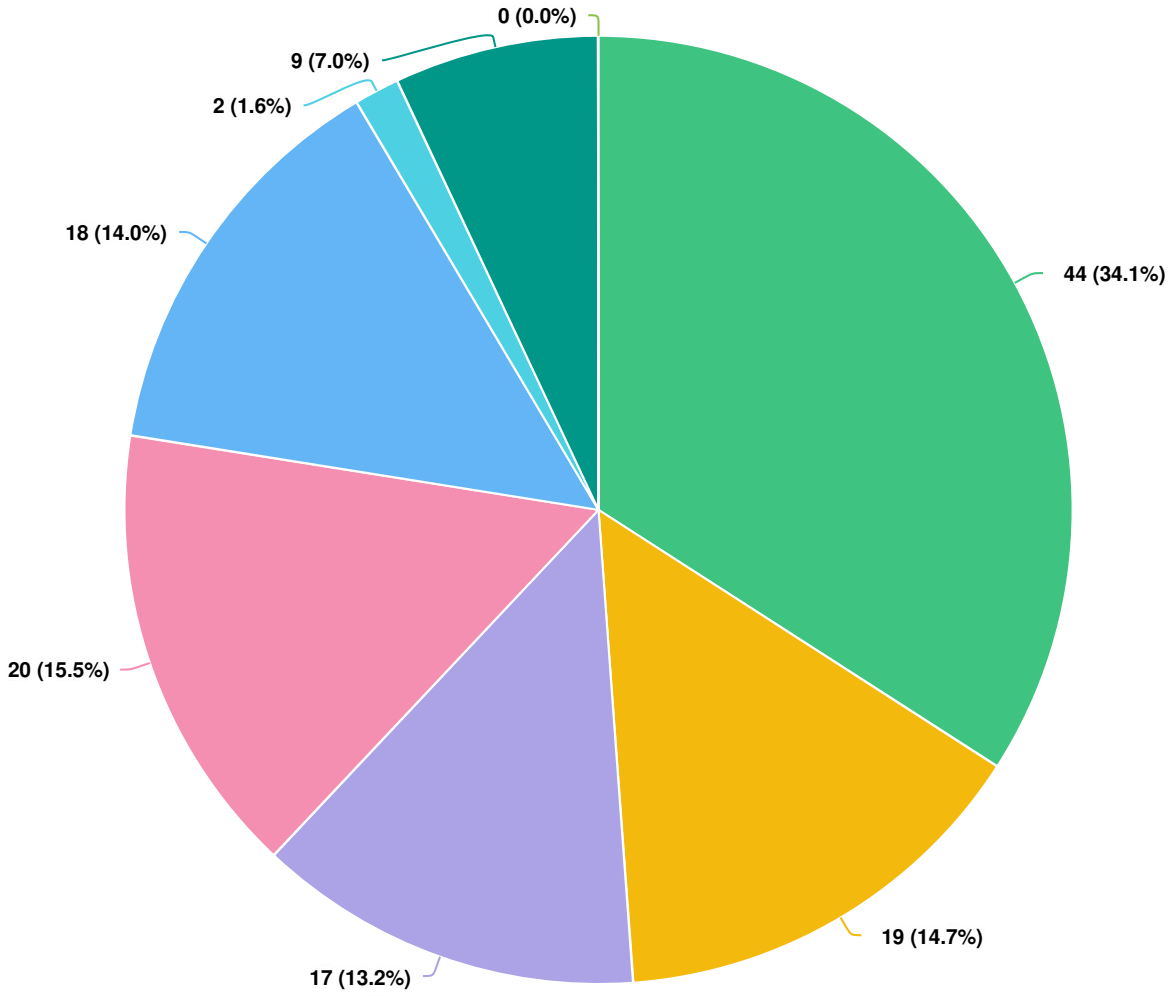


Question options

South Slocan · Crescent Valley · Slocan Park · Passmore · Winlaw · Vallican · Perry Siding
Appledale · Playmour Junction · Krestova · Lemon Creek · Rural area just outside Slocan Village limits
Other (please specify) · Brandon · New Settlement

Mandatory Question (180 response(s))
Question type: Radio Button Question

Q9 Which community in Area I do you live in or close to?

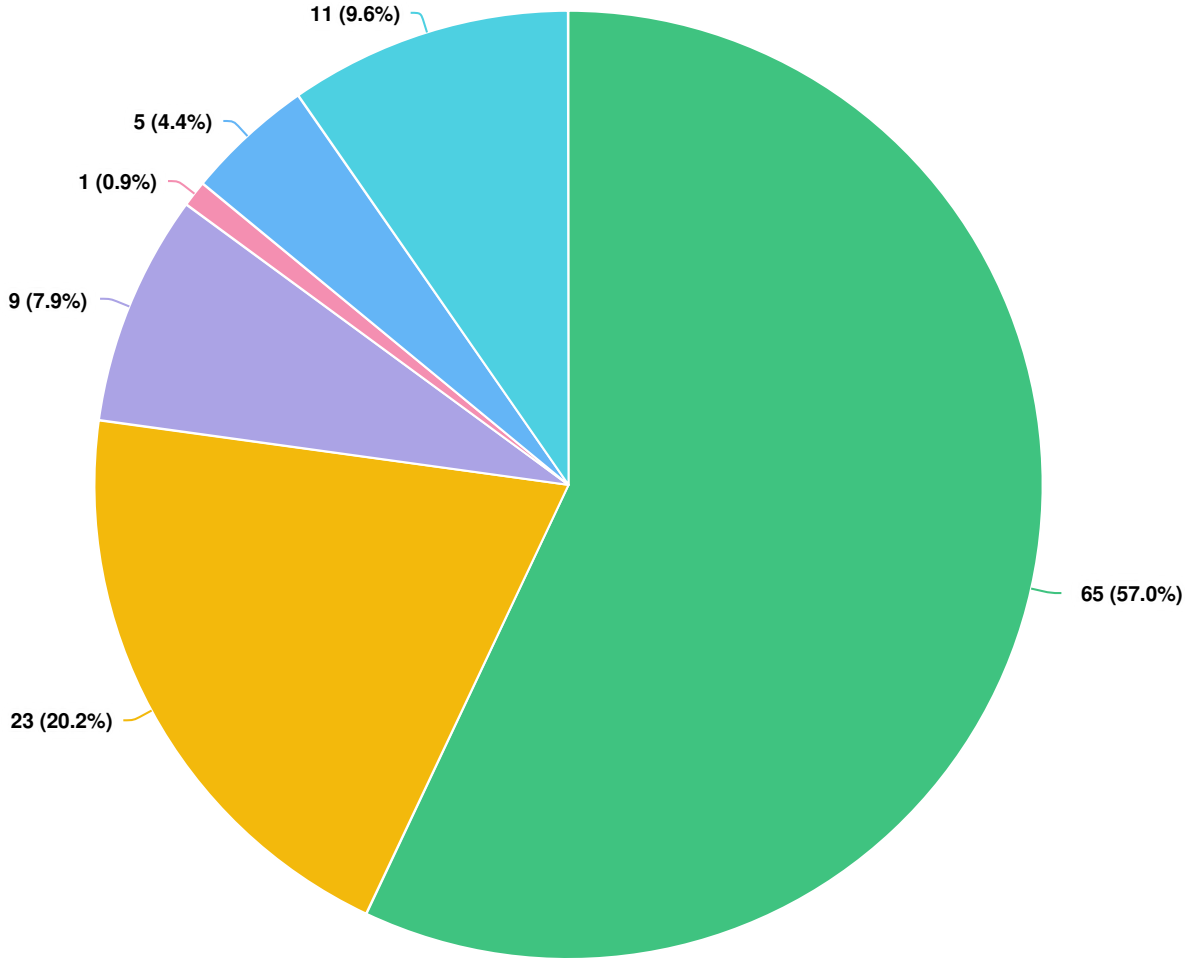


Question options

Pass Creek · Thrums · Tarrys · Shoreacres · Glade · Brilliant · Other (please specify) · Rural areas just outside Castlegar limits

Mandatory Question (129 response(s))
Question type: Radio Button Question

Q10 Which community in Area J do you live in or close to?

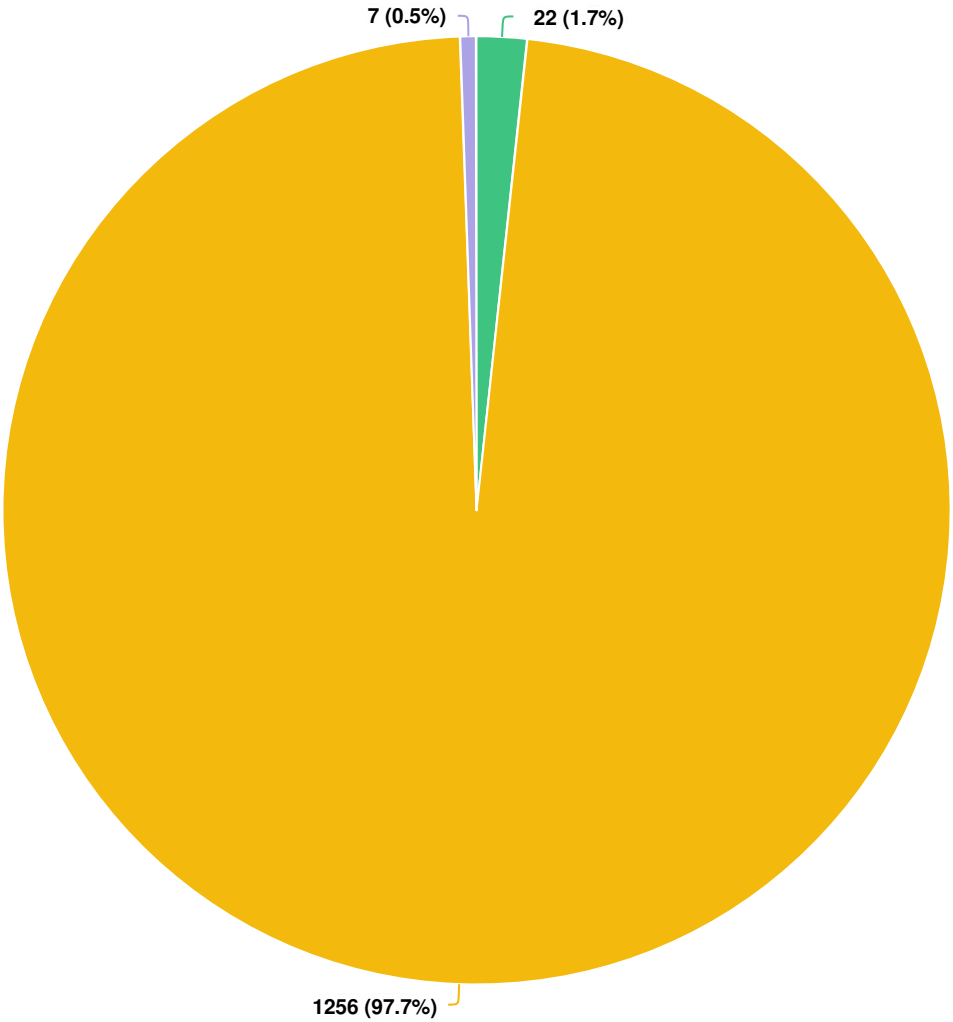


Question options

Ootischenia Robson Raspberry Syringa Rural areas just outside Castlegar limits Other (please specify)

Mandatory Question (114 response(s))
Question type: Radio Button Question

Q11 Are you a renter or owner of the property/household?

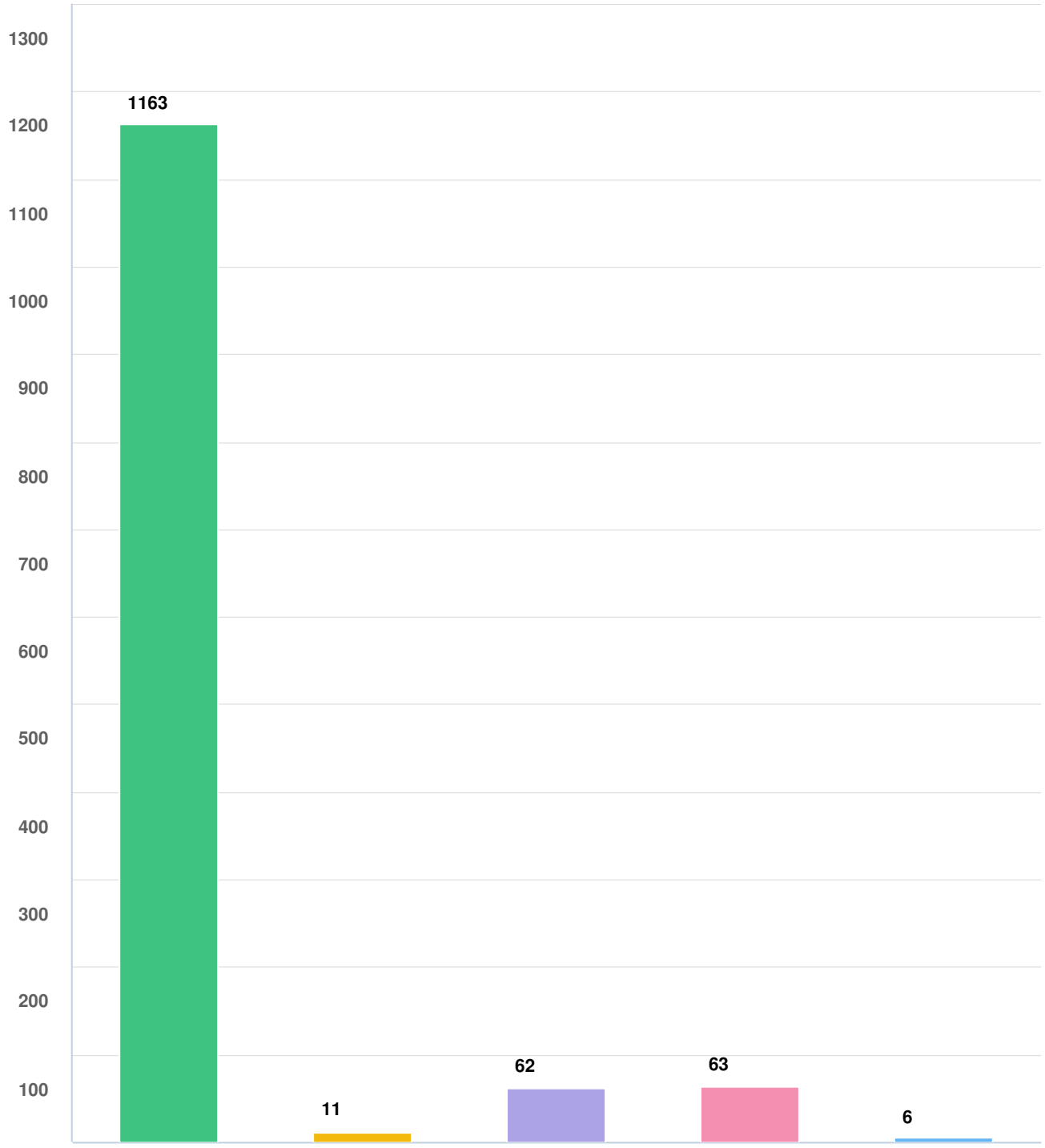


Question options

Rent/Do not own Own Other (please specify)

Optional question (1283 response(s), 9 skipped)
Question type: Radio Button Question

Q12 As an owner, do you live at the address that would receive these services, or elsewhere? (Select all that apply)

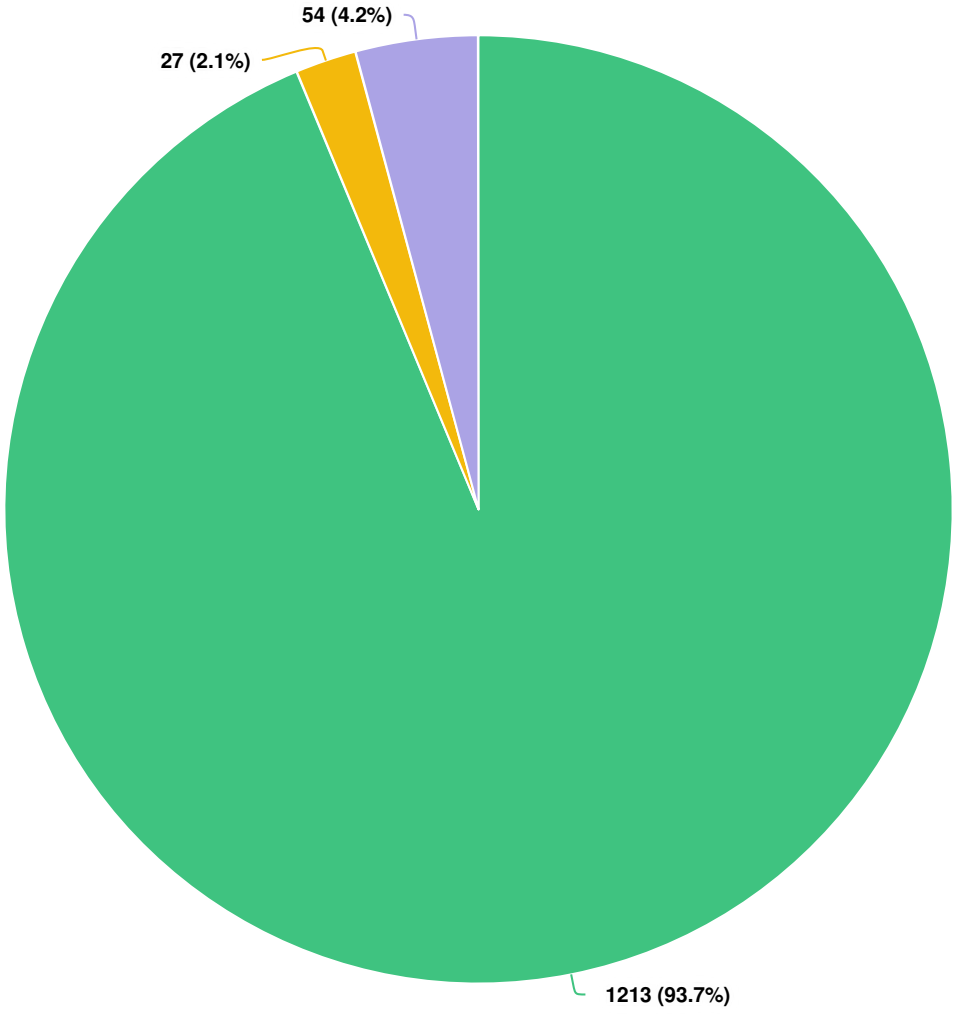


Question options

- I live full time at the property I own in the RDCK Electoral Area.
- I live elsewhere and rent out the property
- I live elsewhere for part of the year
- I own more than one property in the RDCK Electoral Areas
- Other (please specify)

Optional question (1251 response(s), 41 skipped)
Question type: Checkbox Question

Q13 Have you reviewed the map for your EA and identified your household as within the potential service area boundary?

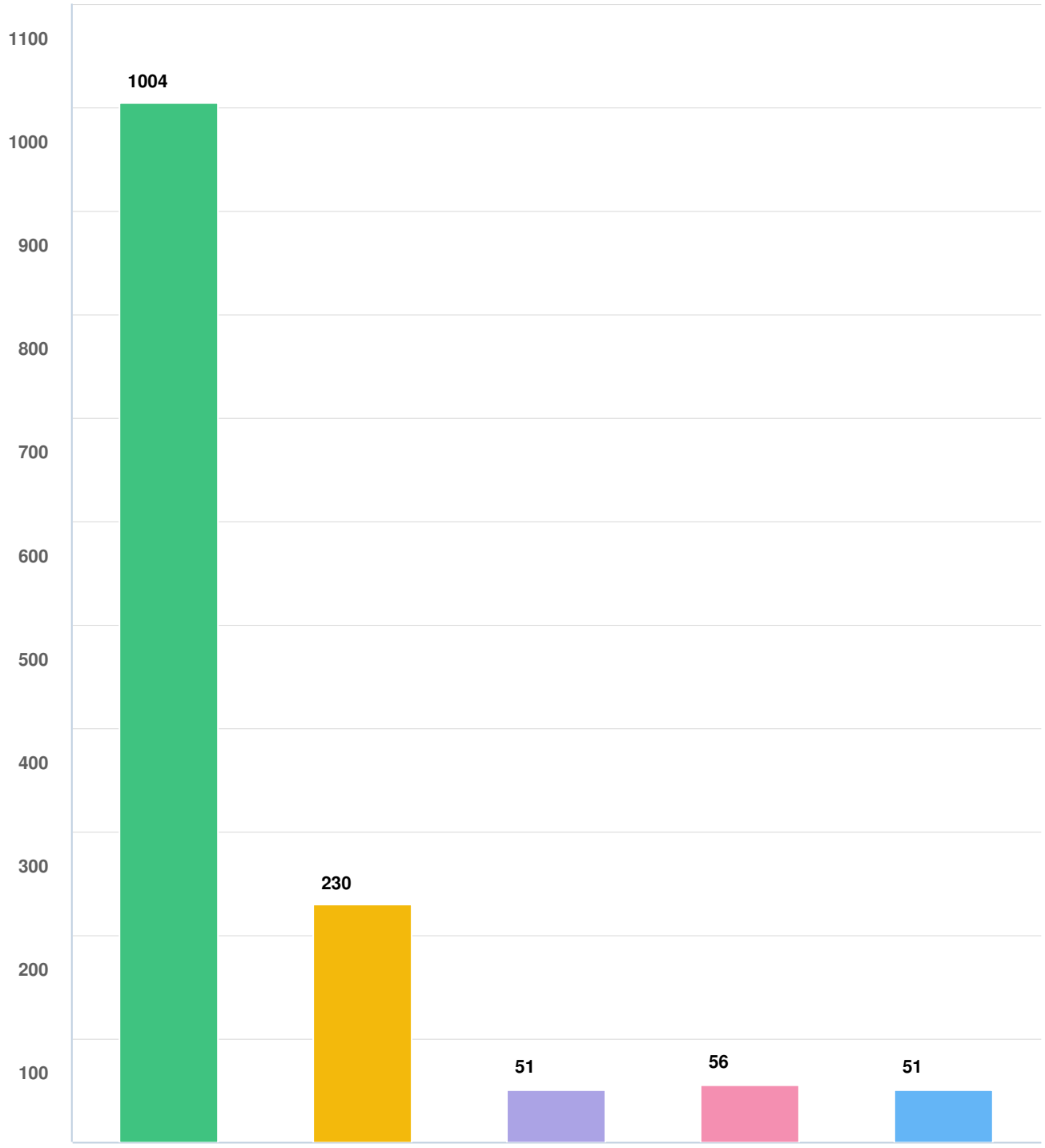


Question options

Yes No Unsure/Can't tell

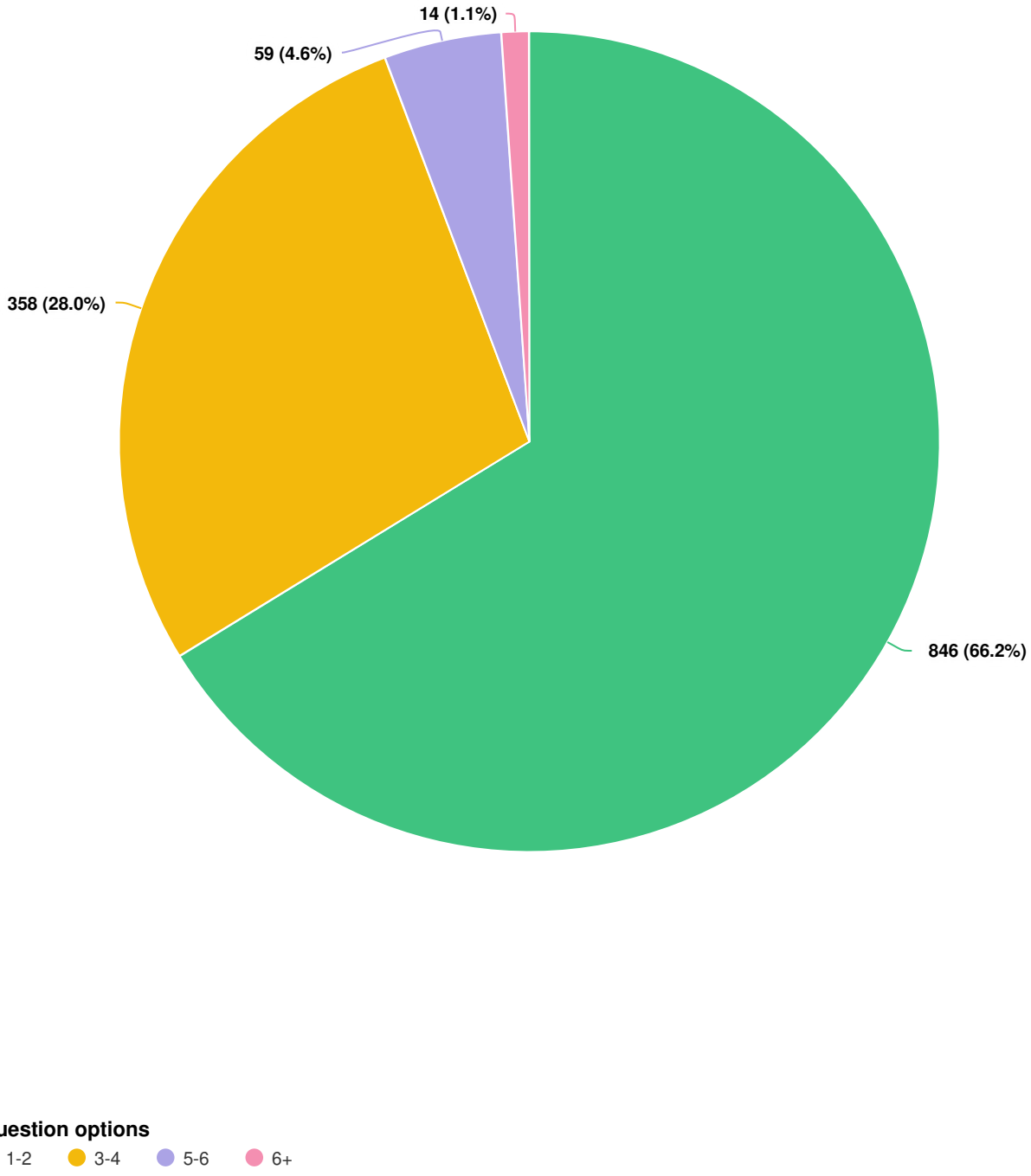
Mandatory Question (1292 response(s))
Question type: Radio Button Question

Q14 What do you currently do with your household garbage (what you can't compost or recycle) the majority of the time? Select all that apply



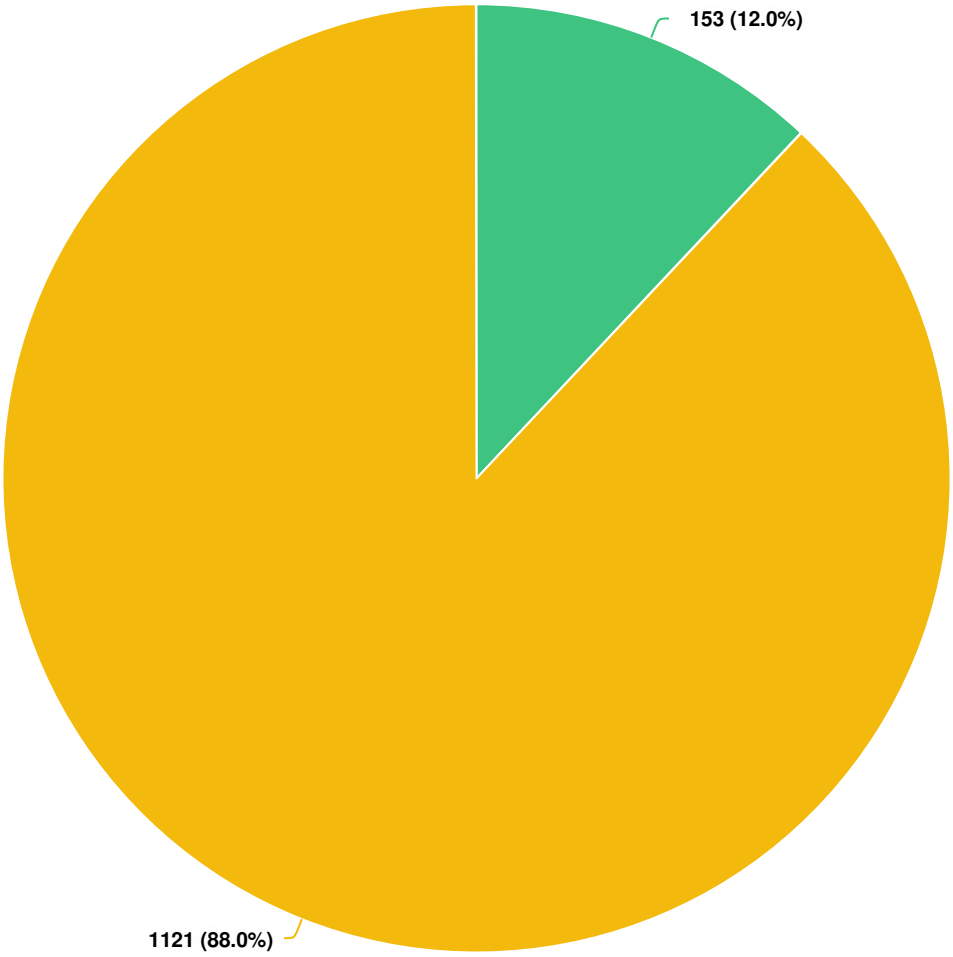
Optional question (1274 response(s), 18 skipped)
Question type: Checkbox Question

Q15 How many people live at the address answering these questions?



Optional question (1275 response(s), 17 skipped)
Question type: Radio Button Question

Q16 Is there more than one household or suite at the address?

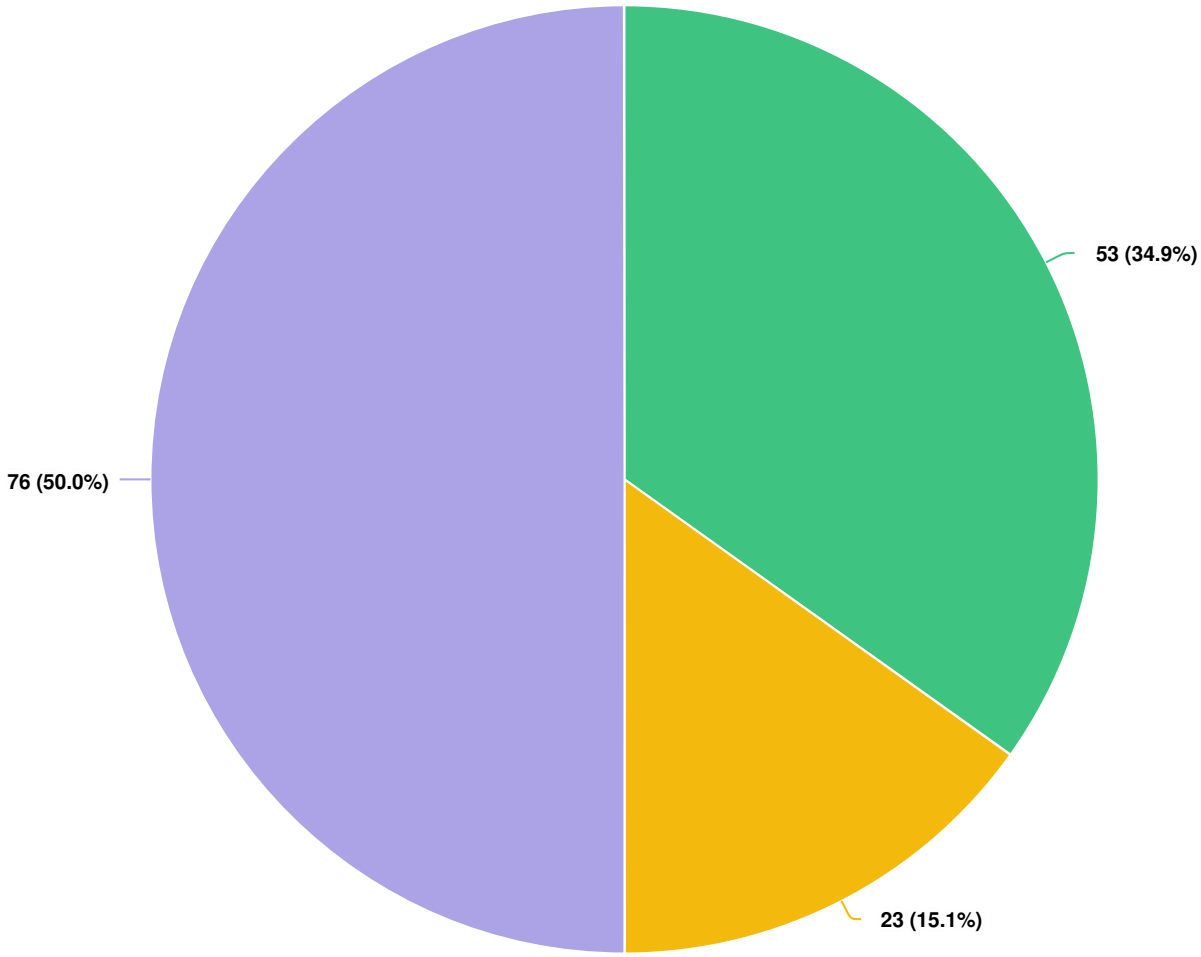


Question options

Yes No

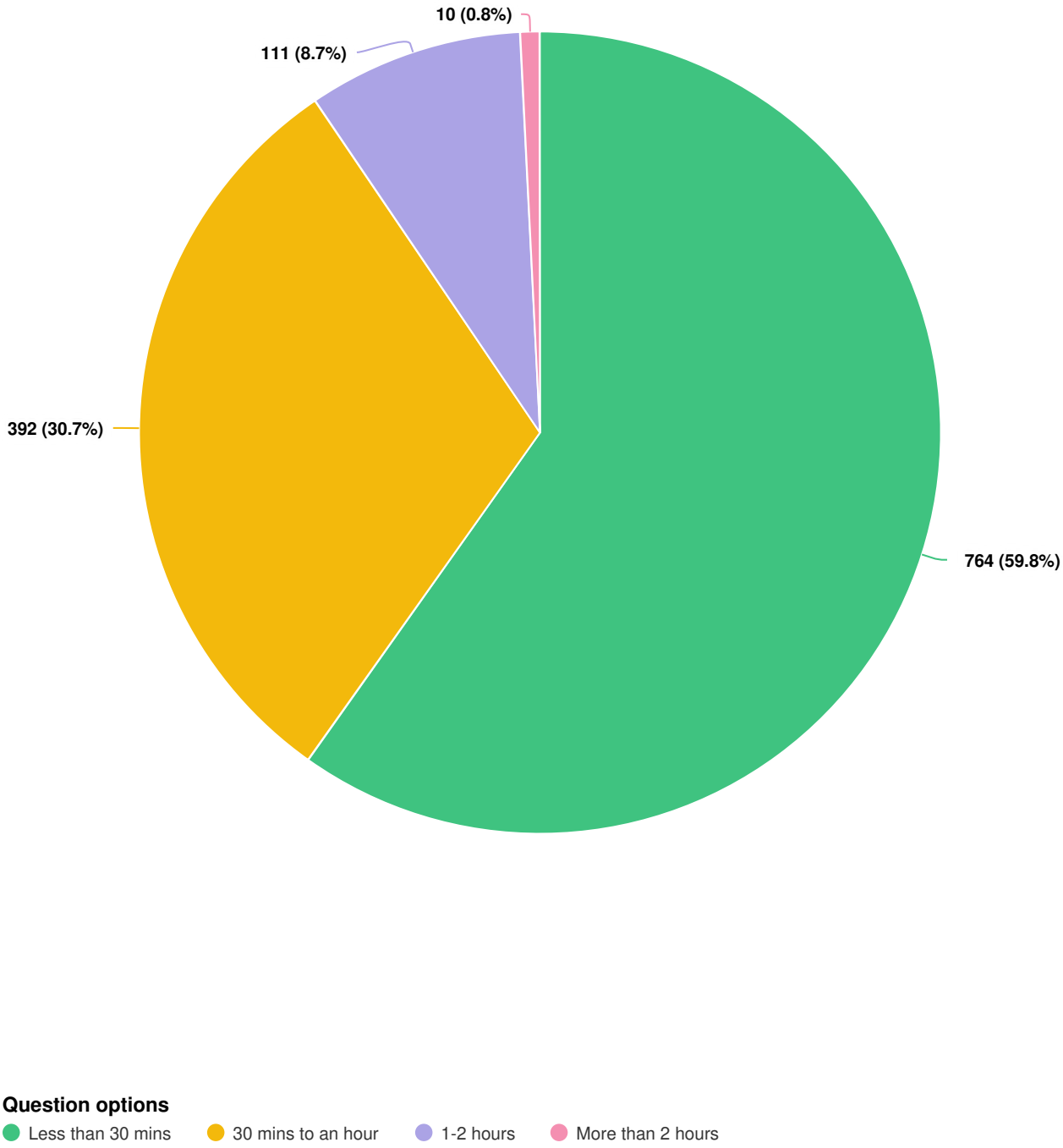
Optional question (1272 response(s), 20 skipped)
Question type: Radio Button Question

Q17 Do you share a system for disposing of your household waste? For example, splitting cost of private service, tipping fees and/or the work of disposing?



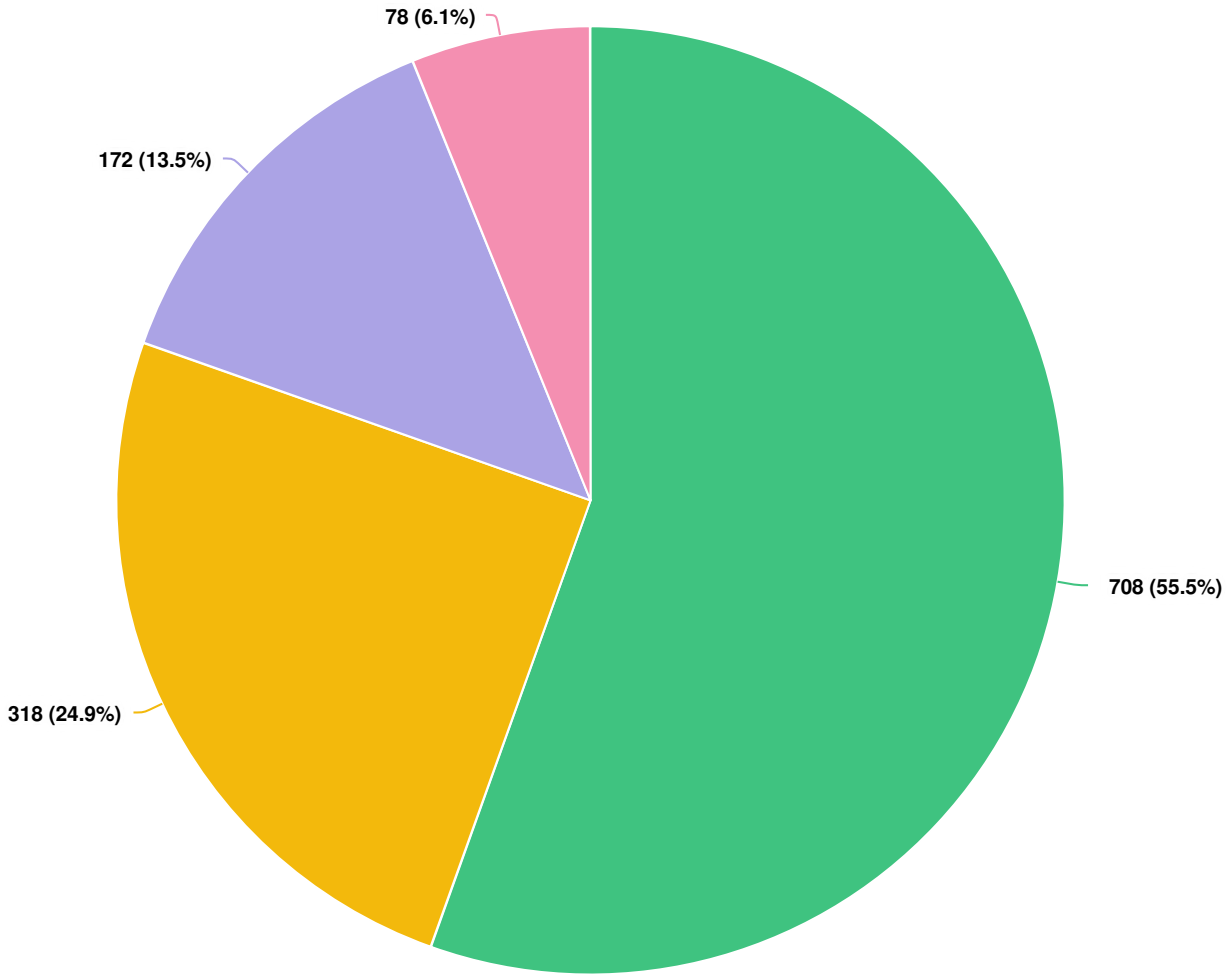
Optional question (151 response(s), 1141 skipped)
Question type: Radio Button Question

Q18 On average, how much time each week do you spend dealing with all your household waste (Garbage, organics and recycling combined)



Optional question (1275 response(s), 17 skipped)
Question type: Radio Button Question

Q19 Approximately how much does it cost to get rid of your household waste each month? (Private service, tipping fees and/or gas to get to depots/transfer stations)

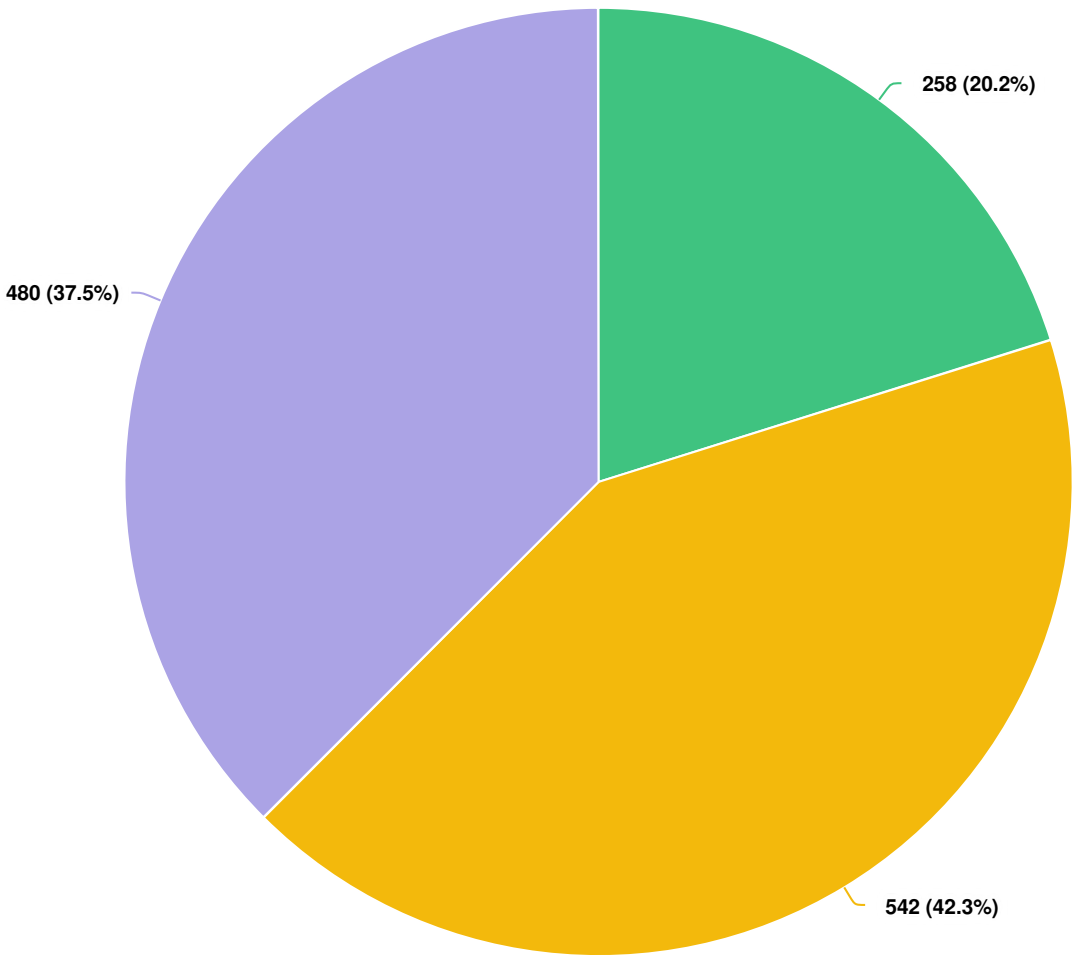


Question options

Less than $10 $10-$20 $20-$30 More than $30

Optional question (1274 response(s), 18 skipped)
Question type: Radio Button Question

Q20 What do you currently do with your food waste (peels and cores, raw or cooked leftovers, spoiled food, meats, etc.)?

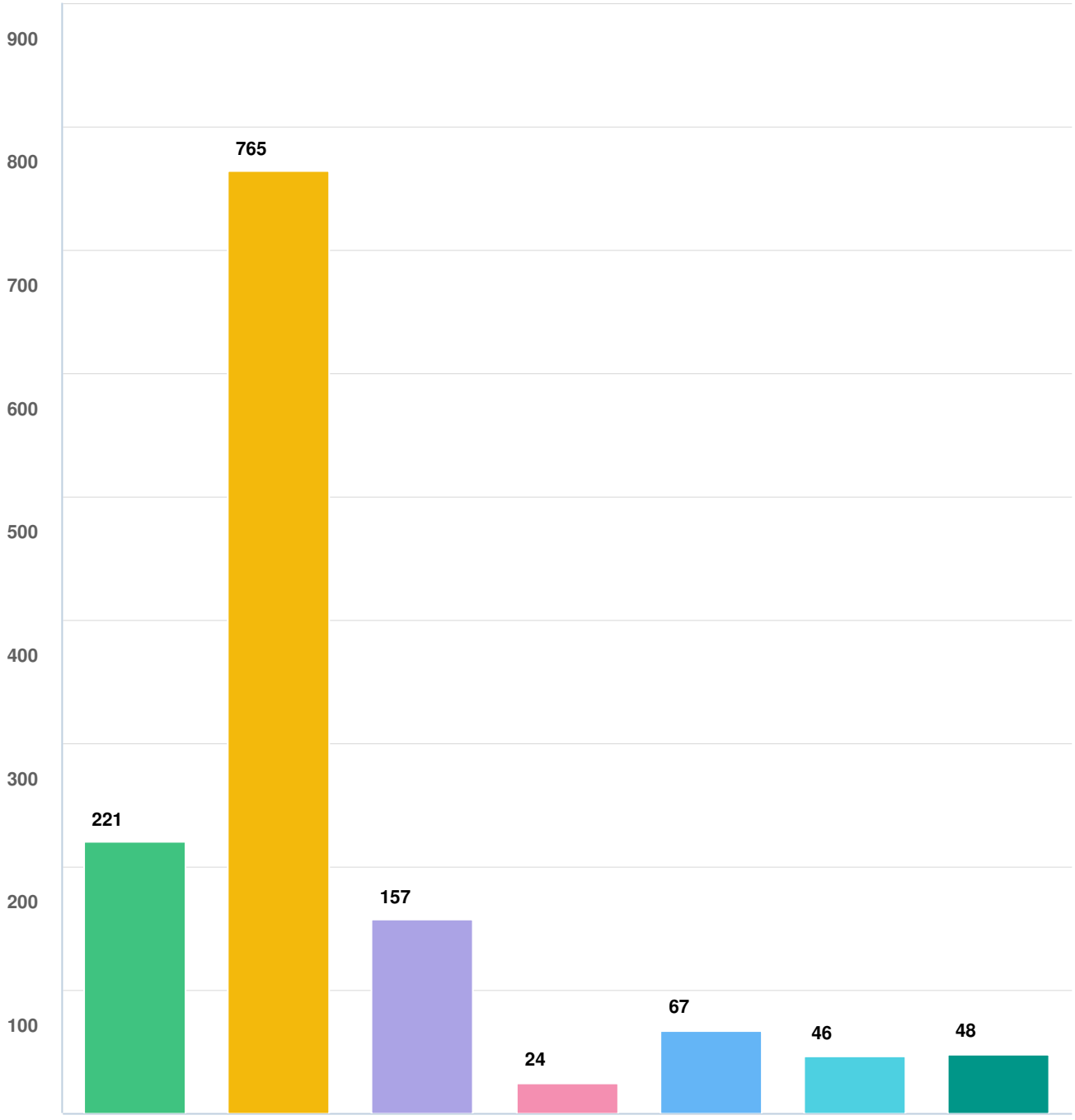


Question options

- It all goes in the garbage
- 100% of food waste is separated and processed (composted/fed to animals etc.)
- A combo of separated and garbage for things I can't process

Optional question (1278 response(s), 14 skipped)
Question type: Radio Button Question

Q21 What do you do with your separated food waste? Select all that apply.

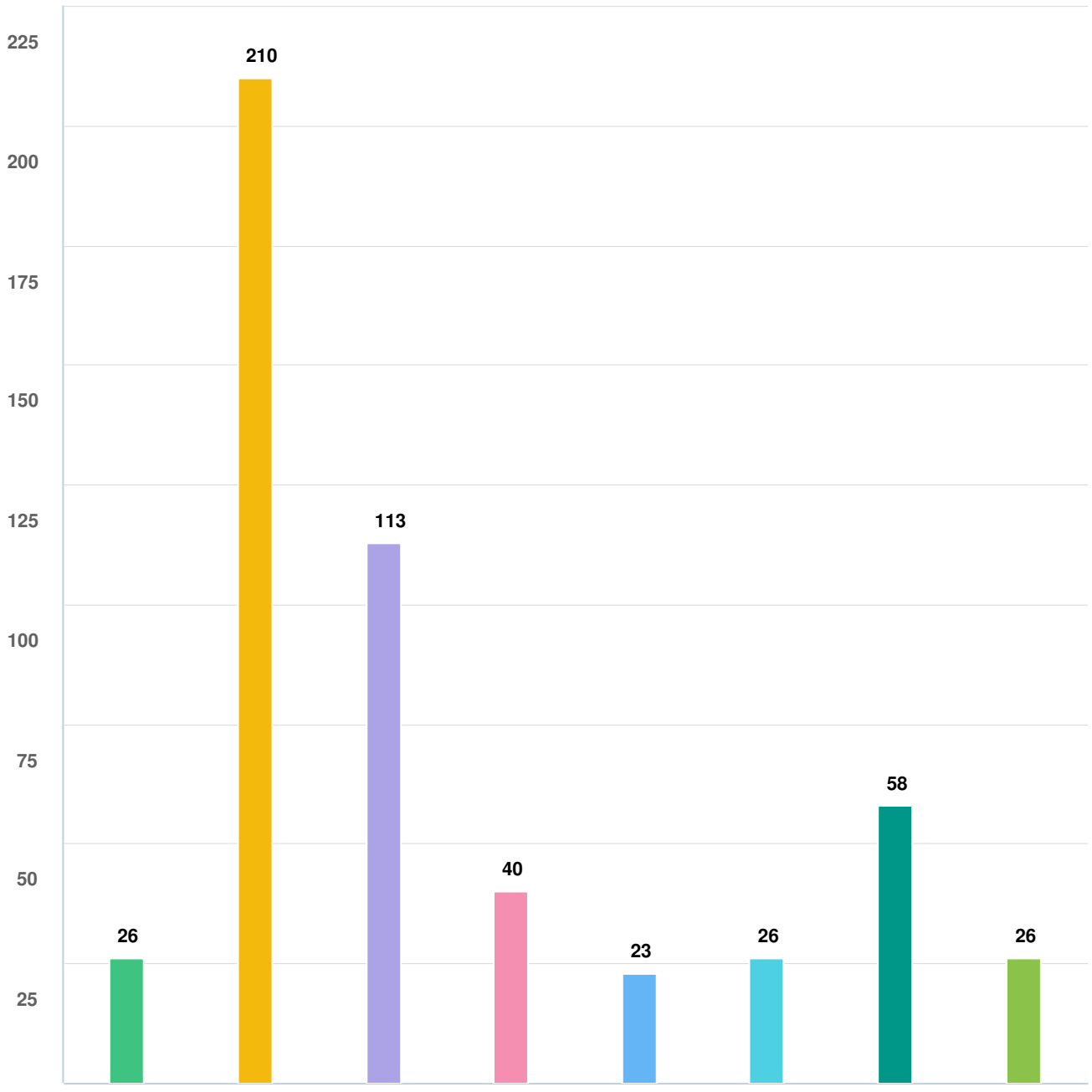


Question options

- Feed it to livestock or domestic animals (your own or someone else's)
- Compost it ourselves year-round outdoors
- Compost it ourselves seasonally outdoors
- Give it to someone else to compost
- Process it using Bokashi, worms, or other method
- Use an appliance to "pre-treat" it (i.e. FoodCycler/Lomi etc.)
- Other (please specify)

Optional question (1018 response(s), 274 skipped)
Question type: Checkbox Question

Q22 What are the main reasons you don't compost/separate your food waste from your garbage? Select all that apply

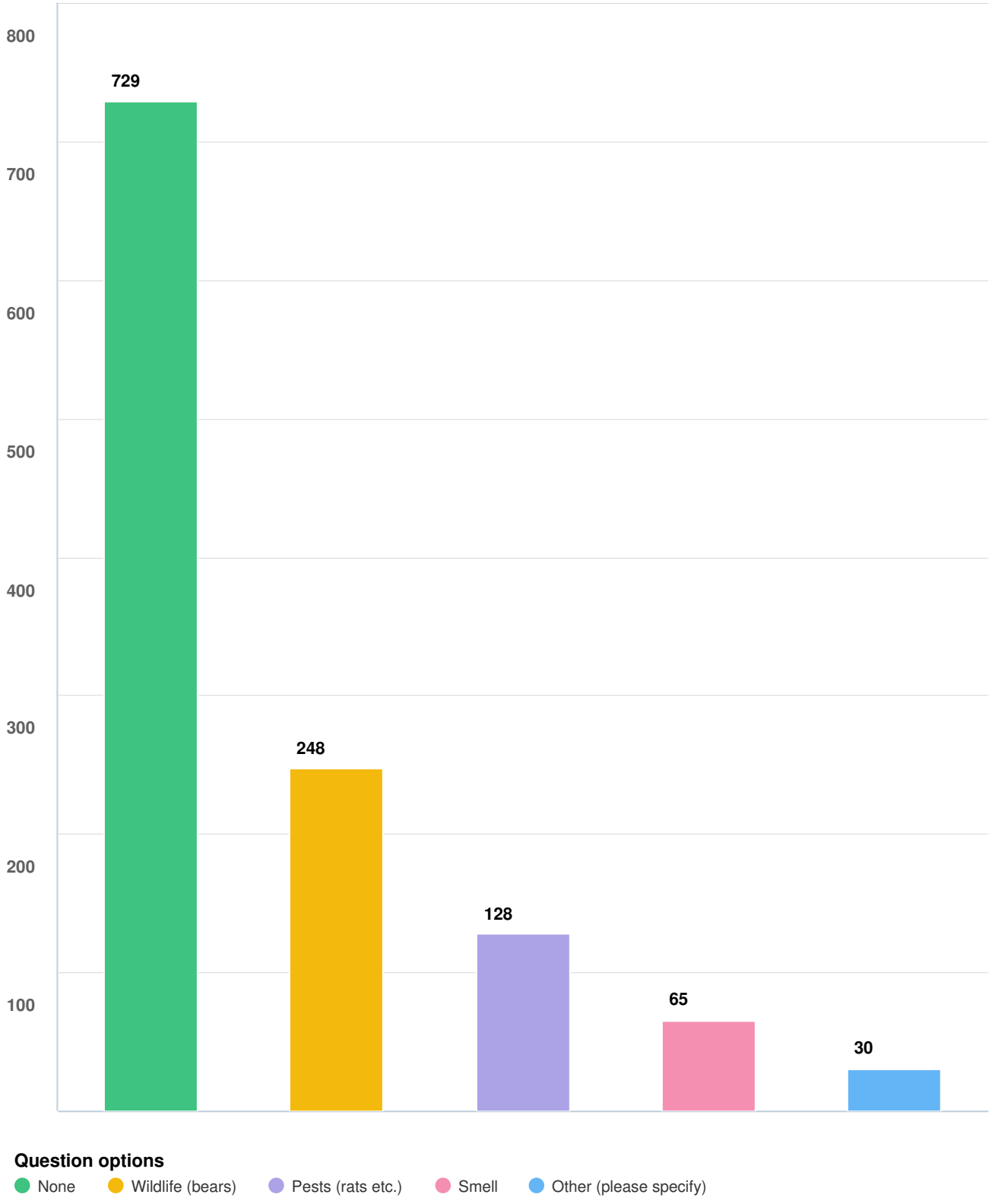


Question options

- No space to compost
- Can't compost due to bears
- Can't compost due to pests (rats etc.)
- Don't like the work of separating and dealing with it
- Don't have time
- I would like to but don't know how to compost properly
- I would like to but don't have the money to invest in something that would work for our household (bear proof, rat proof, or other solutions)
- Other (please specify)

Optional question (256 response(s), 1036 skipped)
Question type: Checkbox Question

Q23 Do you have any issues with separating/processing your food waste?



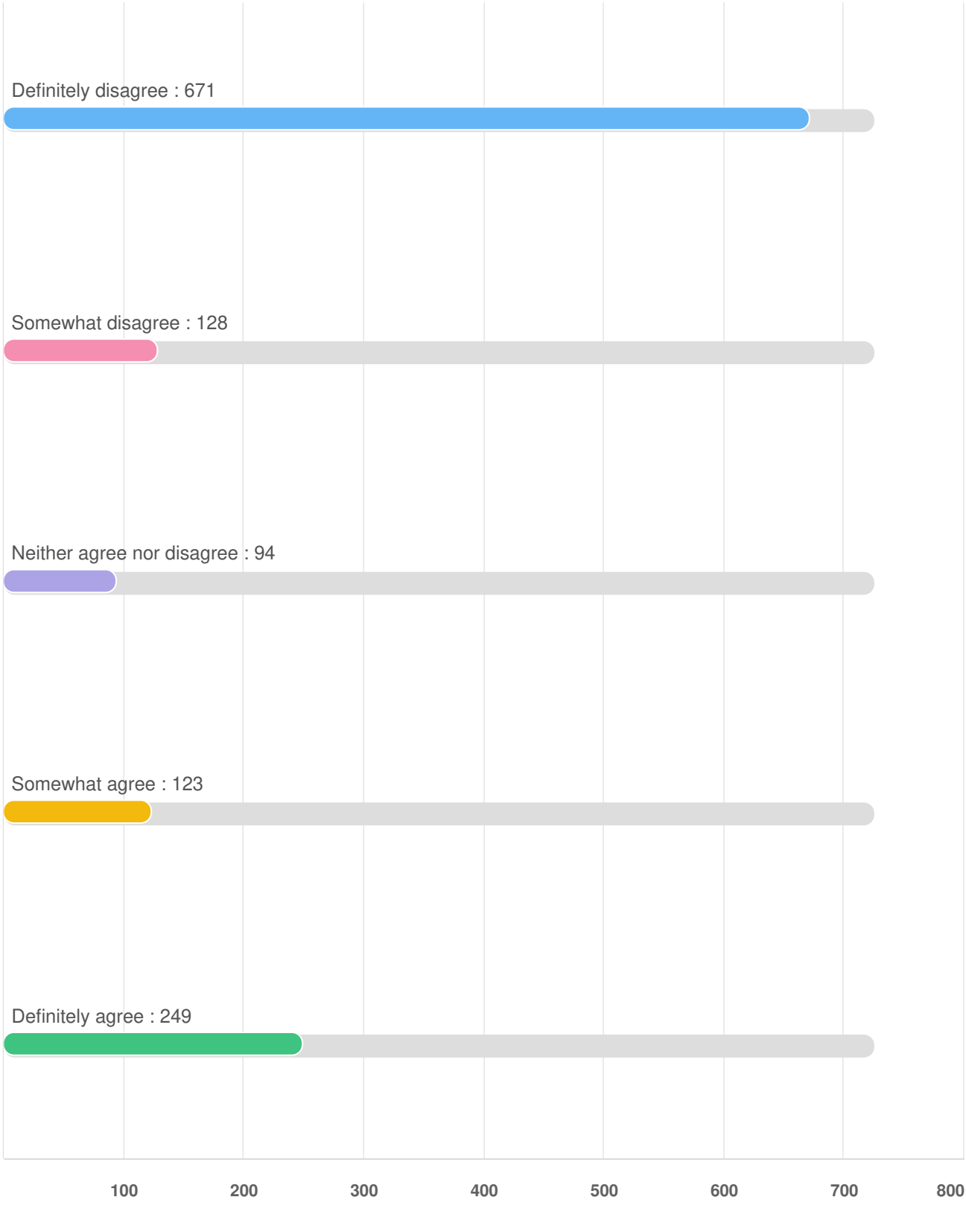
Optional question (1013 response(s), 279 skipped)
Question type: Checkbox Question

Q24 Do you agree that:

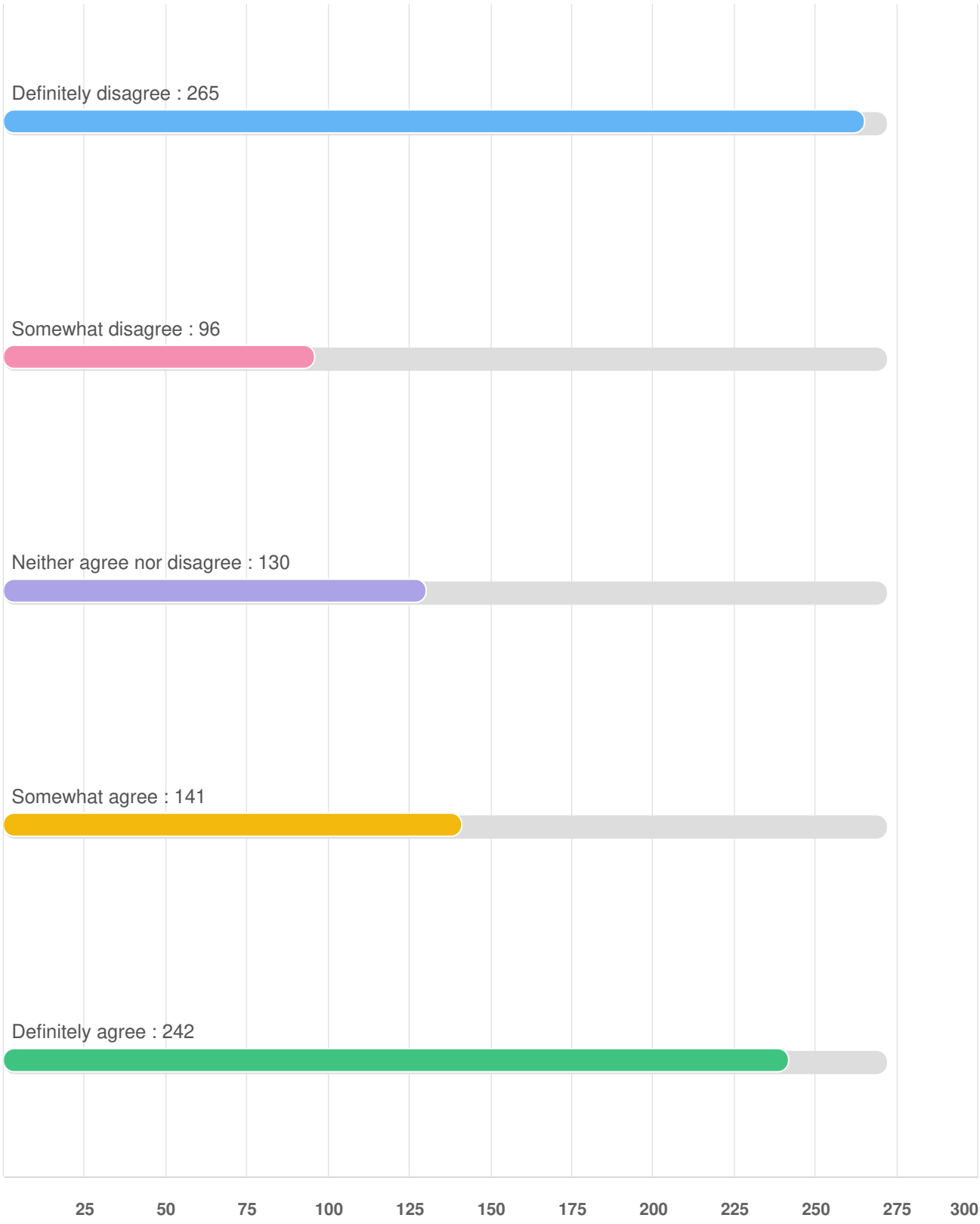
Optional question (1268 response(s), 24 skipped)
Question type: Likert Question

Q24 Do you agree that:

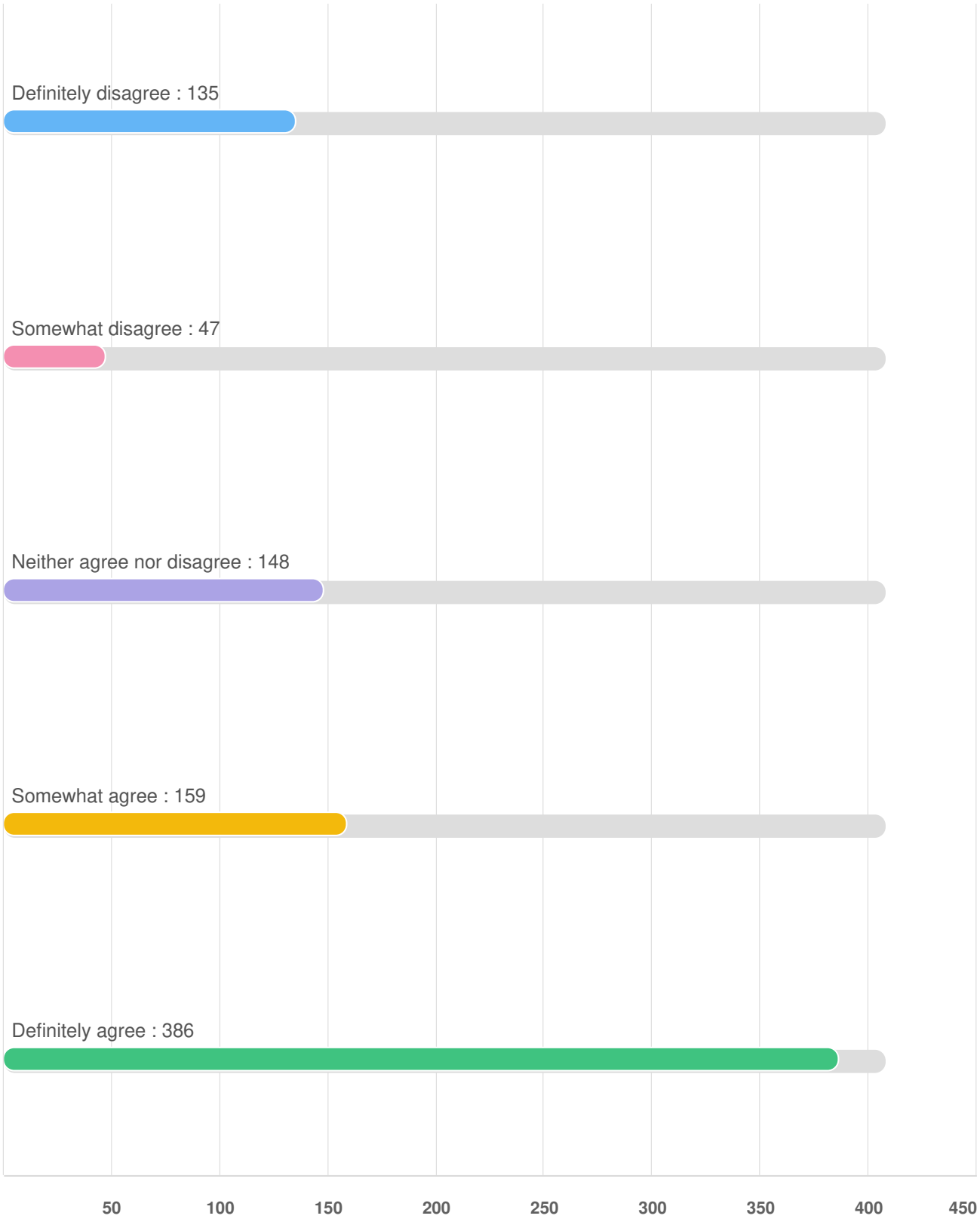
Weekly food waste collection would be a more convenient way for you to dispose of your food waste?



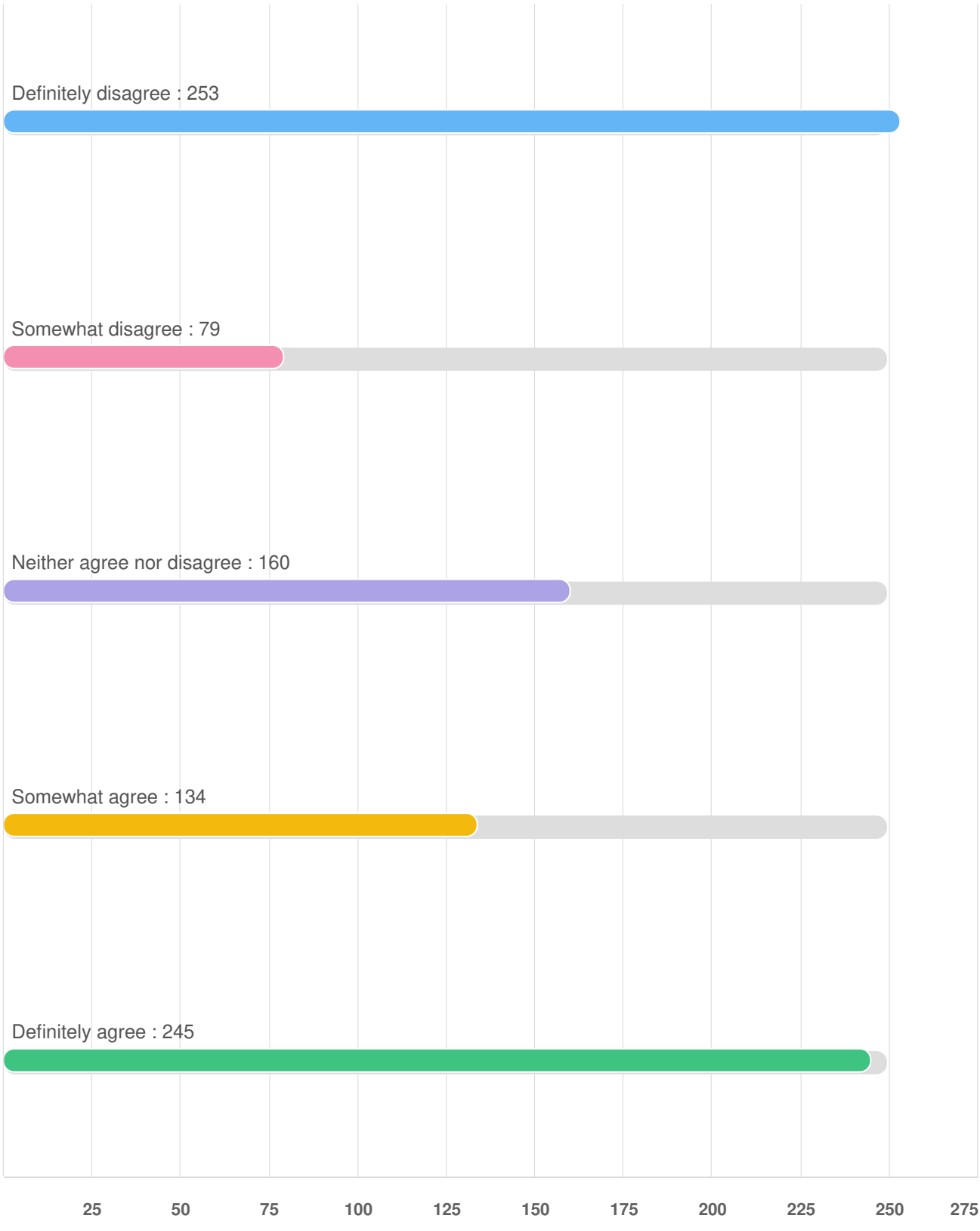
Curbside food waste collection could help with wildlife issues (rats, bears) if managed properly



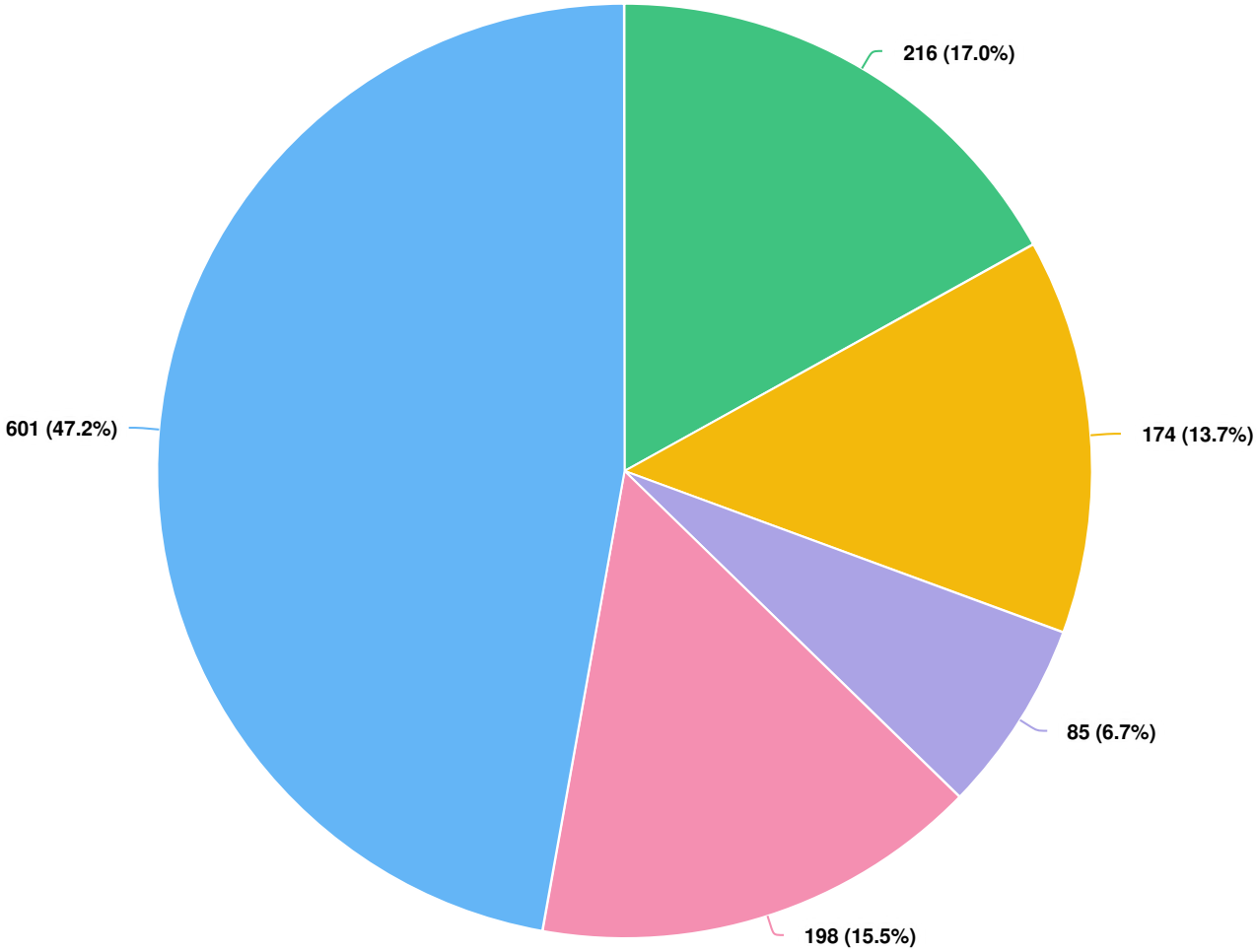
Having a composting facility that can process most organic waste is a good thing for the region



I would benefit from having access to compost produced at the local composting facilities



Q25 Would you use the food waste curbside collection service?

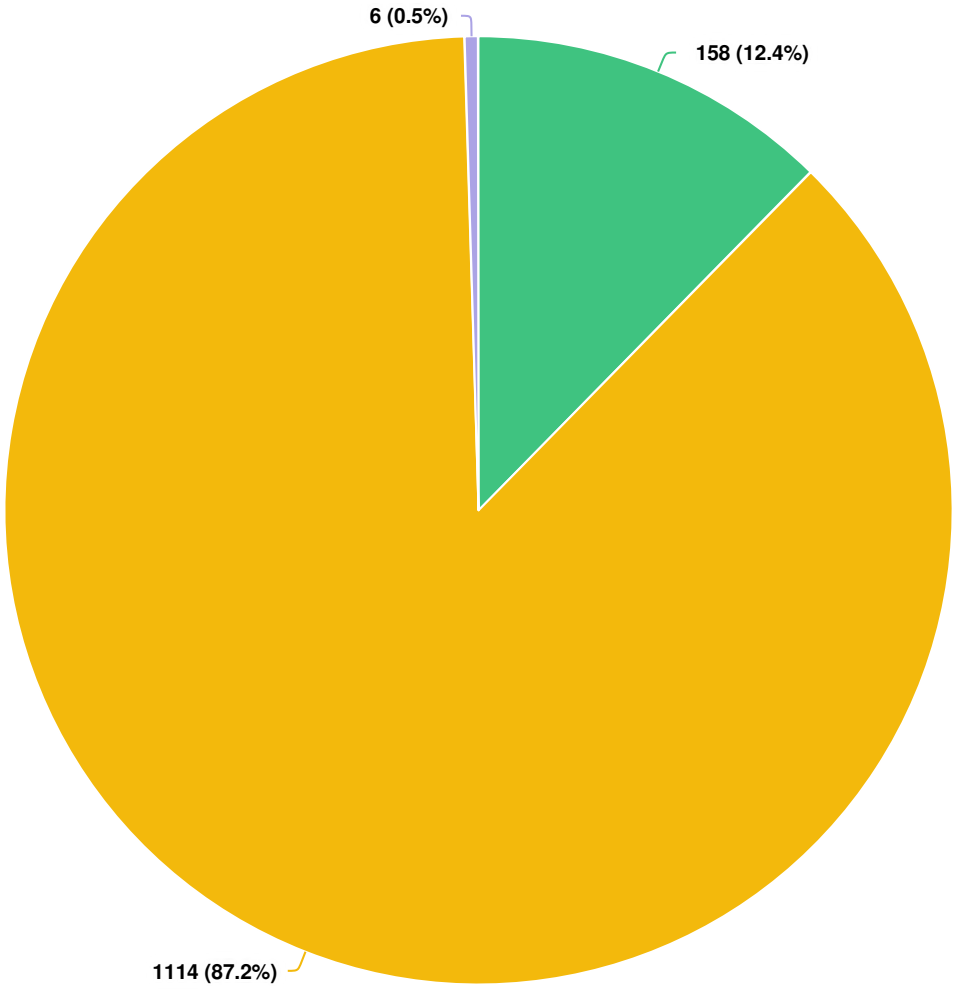


Question options

No, never
Probably not, or very rarely
Maybe, sometimes (for things I can't compost at home, in the winter)
Yes, for the food waste that I can't compost, or in the winter
Yes, for all my food waste

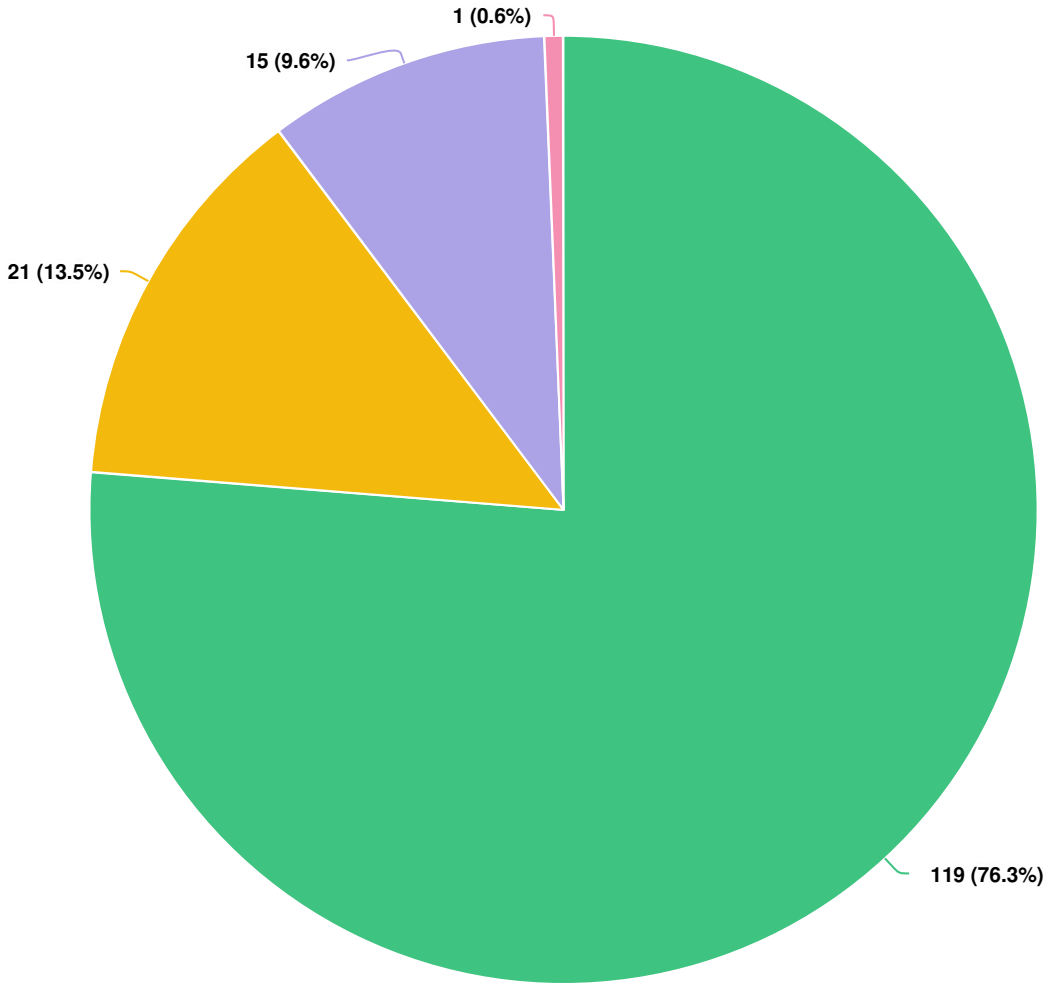
Optional question (1272 response(s), 20 skipped)
Question type: Radio Button Question

Q26 Does your household currently receive curbside recycling collection?



Optional question (1276 response(s), 16 skipped)
Question type: Radio Button Question

Q27 Do you use the curbside recycling collection service?

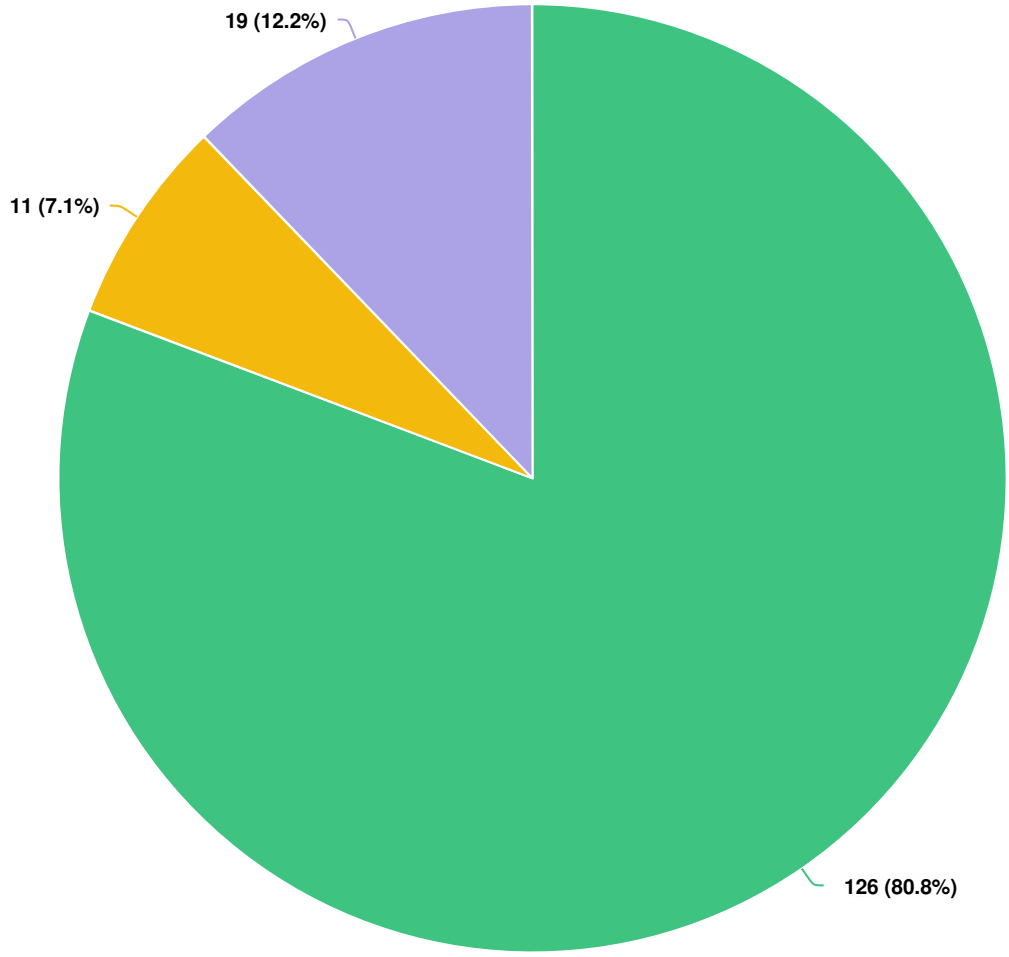


Question options

- I don't recycle at all
- Never, only use the depots
- Sometimes, but mostly use the depots
- Yes, aim for every collection day (bi-weekly)

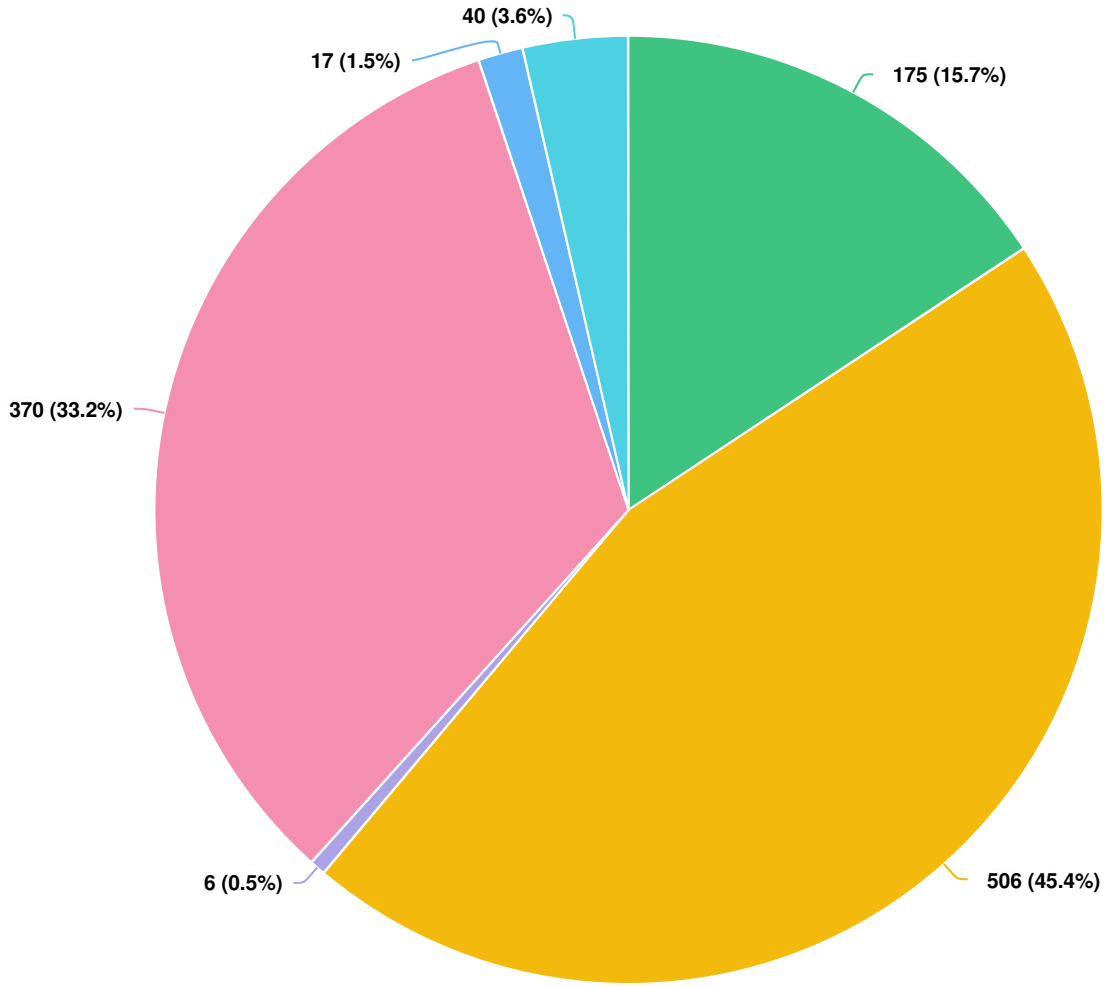
Optional question (156 response(s), 1136 skipped)
Question type: Radio Button Question

Q28 Do you like having the option of curbside recycling collection?



Optional question (156 response(s), 1136 skipped)
Question type: Radio Button Question

Q29 How do you manage your recycling?

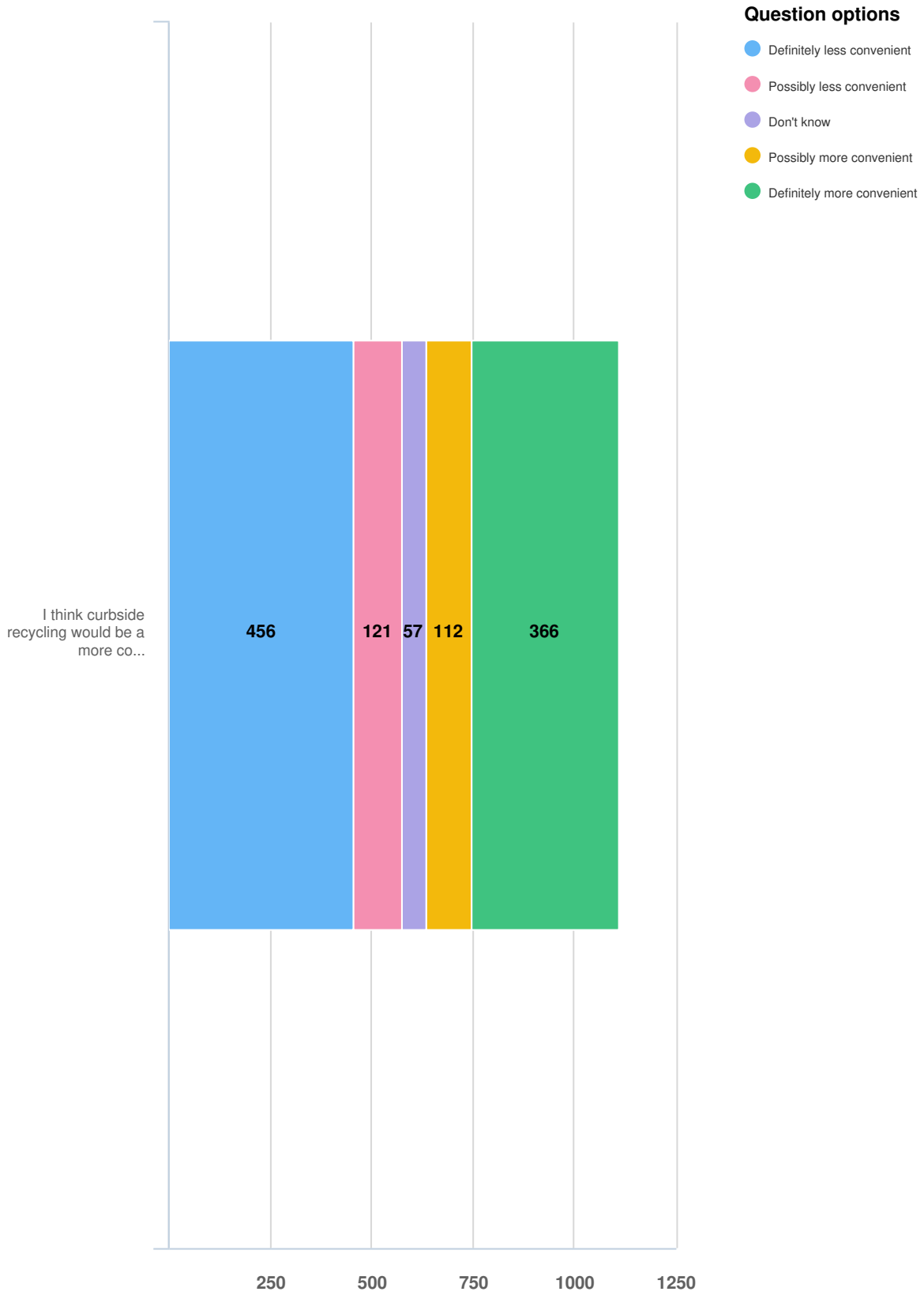


Question options

Other (please specify) | Put it in my garbage | Take it to a depot less than once/month
Subscribe to a private collection company | Take it to a depot every 2-3 weeks | Take it to a depot weekly

Optional question (1112 response(s), 180 skipped)
Question type: Radio Button Question

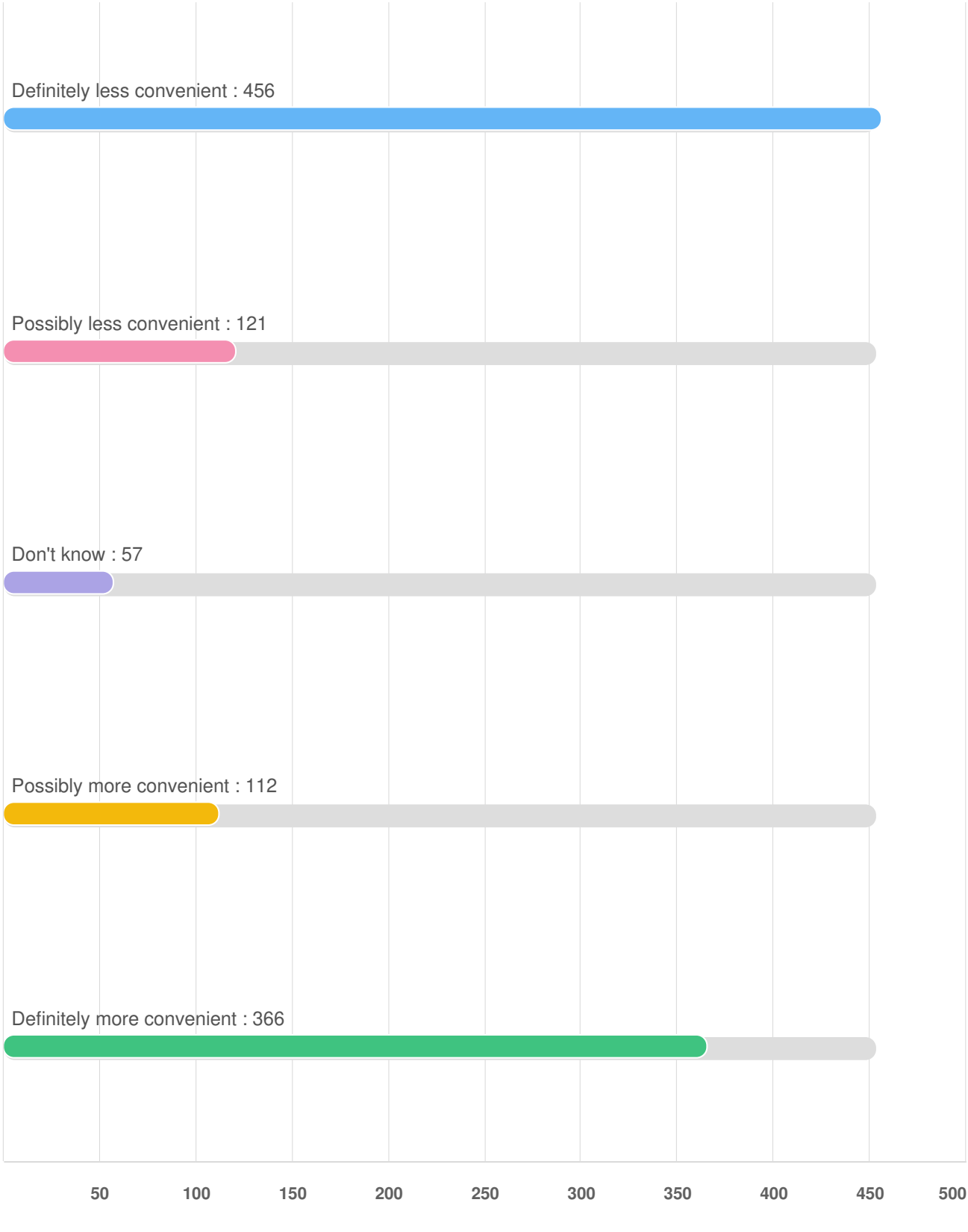
Q30 Do you agree with the statement:



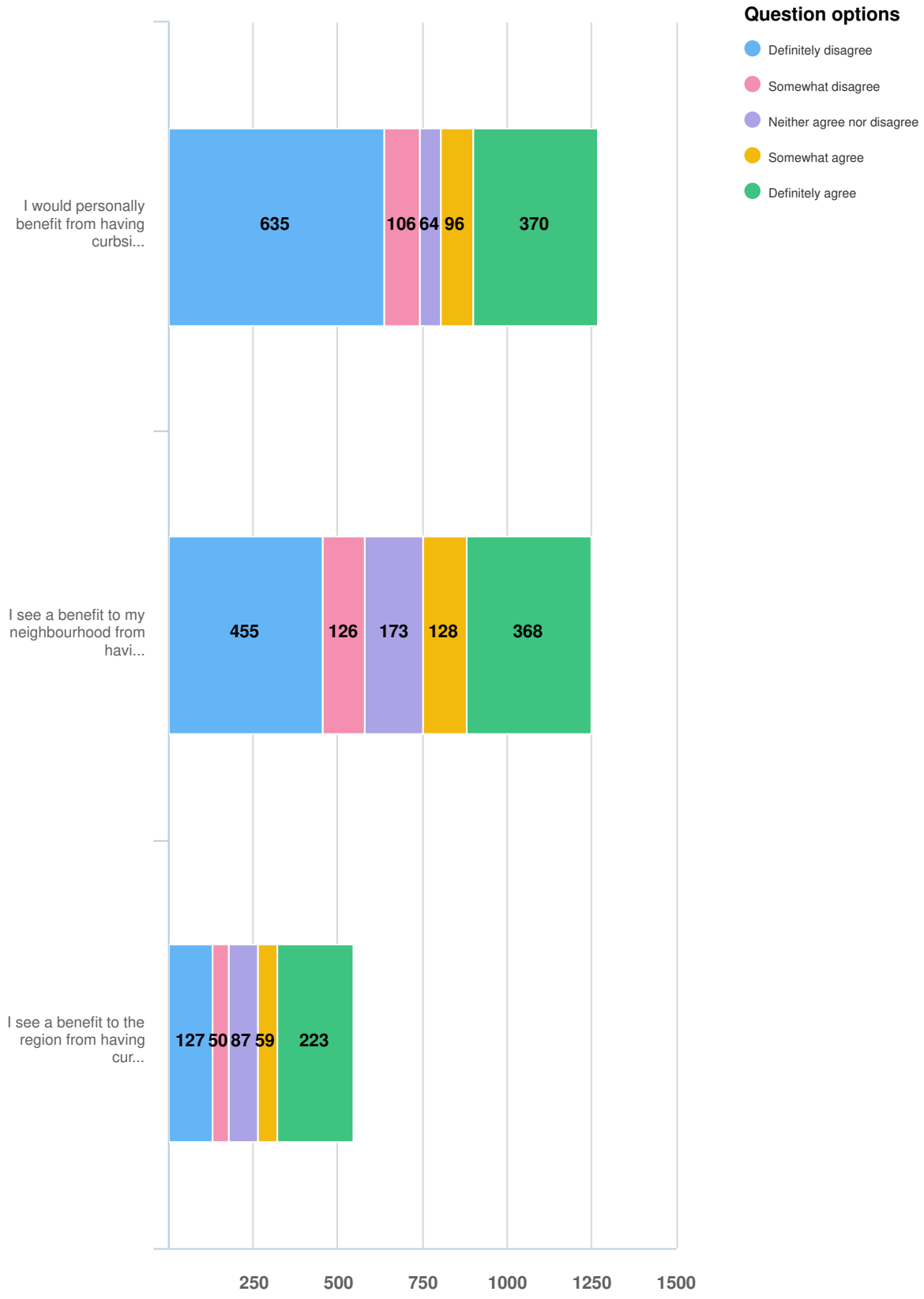
Optional question (1109 response(s), 183 skipped)
Question type: Likert Question

Q30 Do you agree with the statement:

I think curbside recycling would be a more convenient way for my household to recycle?



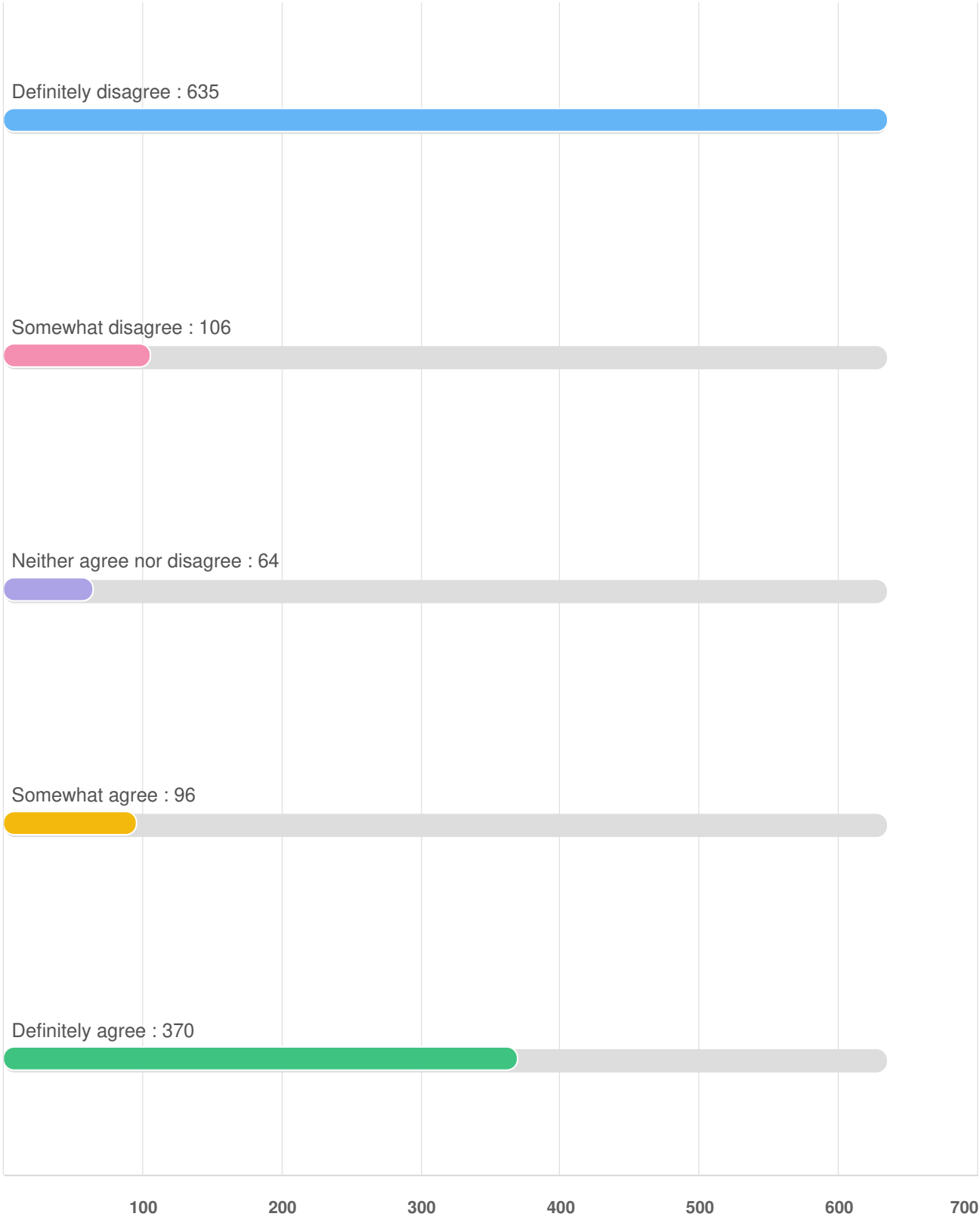
Q31 Please rate your level of agreement with the following statements



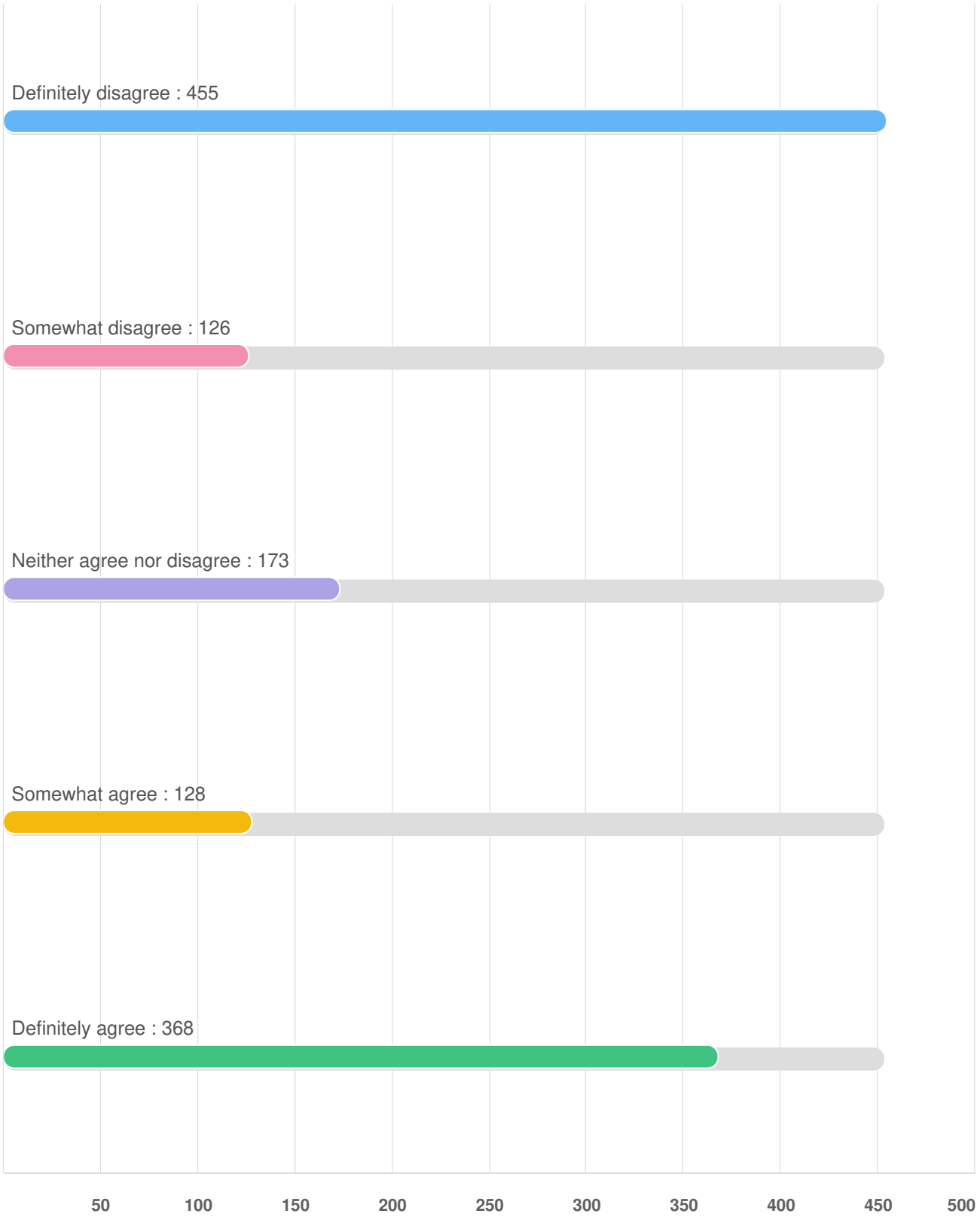
Optional question (1269 response(s), 23 skipped)
Question type: Likert Question

Q31 Please rate your level of agreement with the following statements

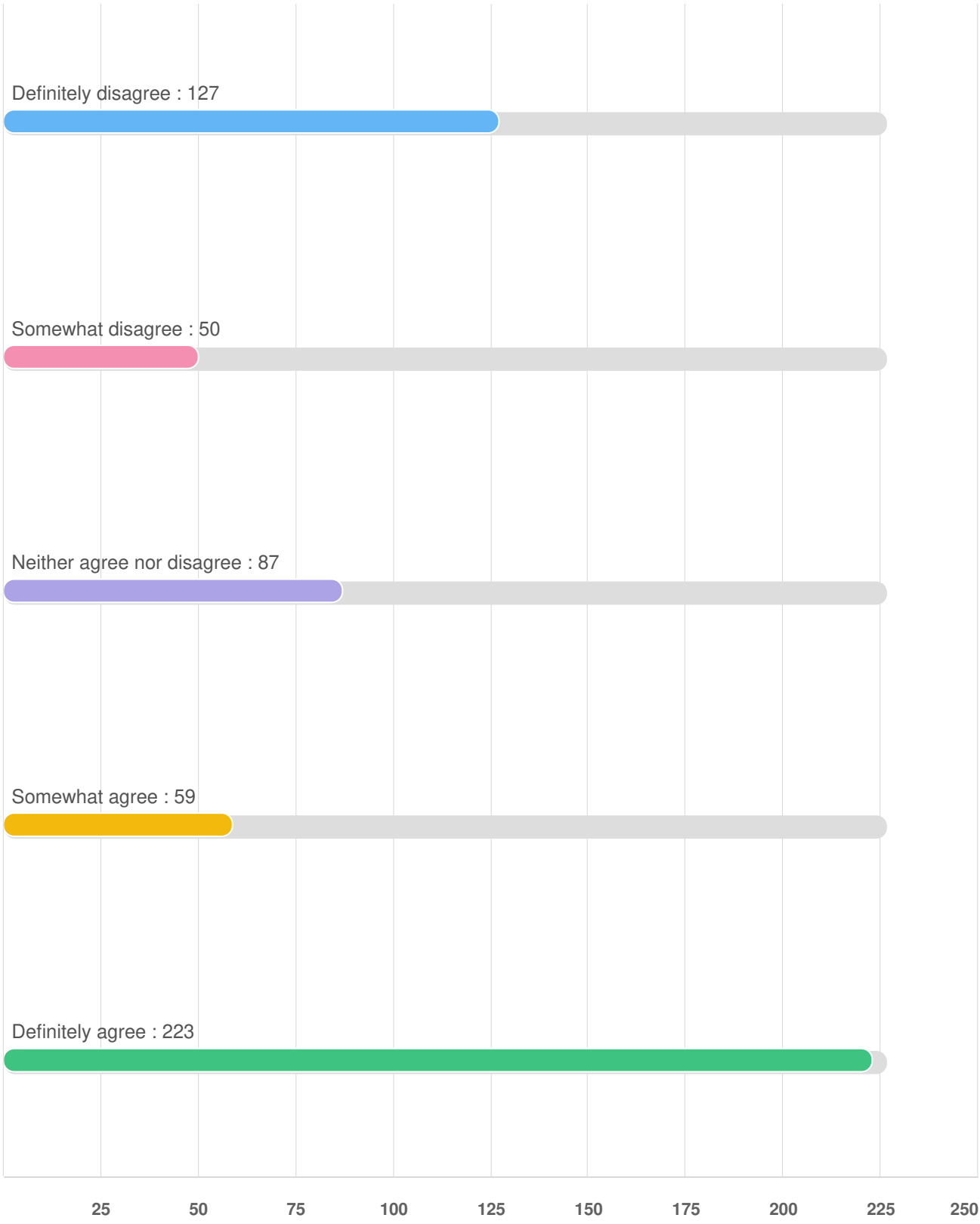
I would personally benefit from having curbside collection for garbage, organics, and recycling.



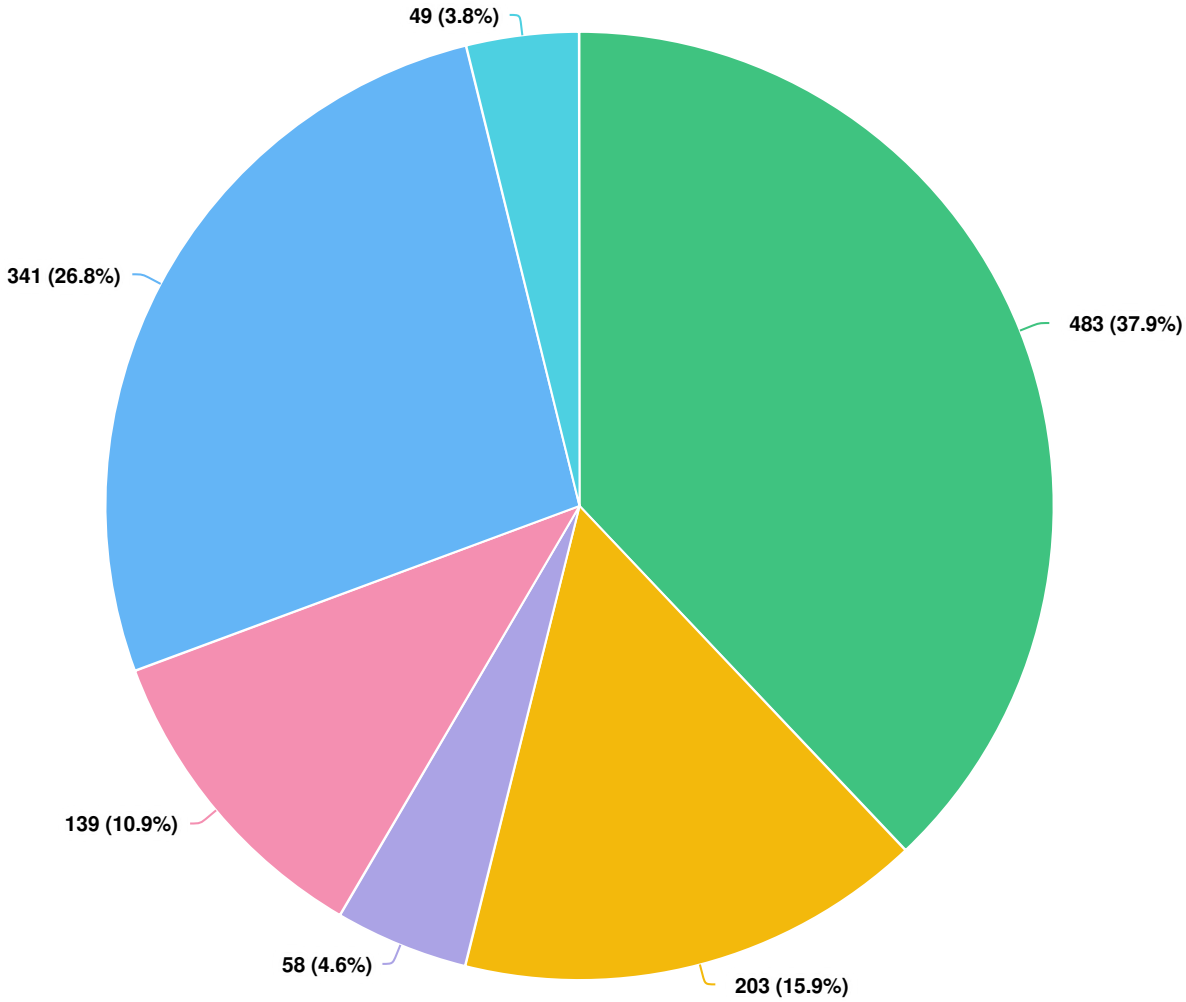
I see a benefit to my neighbourhood from having curbside collection for garbage, organics, and recycling



I see a benefit to the region from having curbside collection for garbage, organics, and recycling.



Q32 Would you consider your household as logistically feasible for curbside collection services?

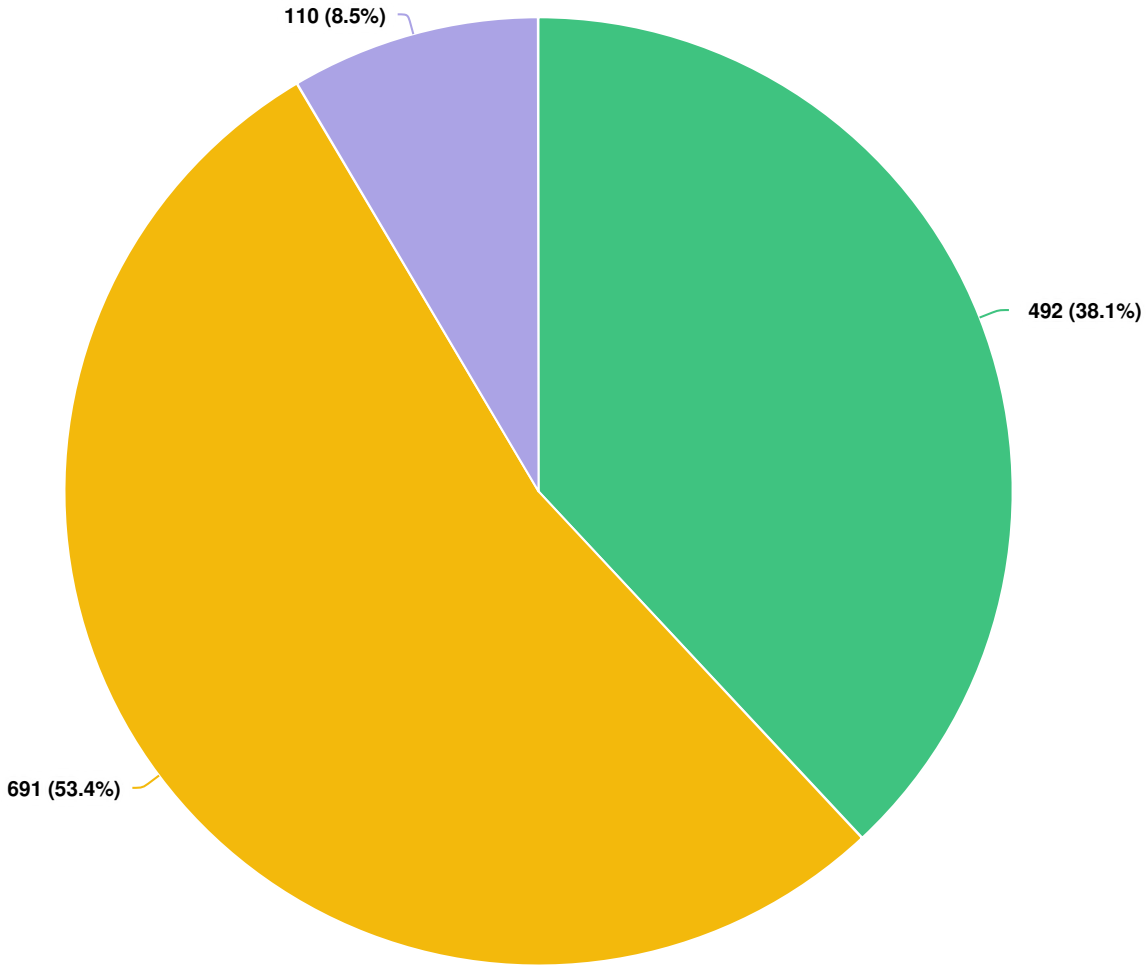


Question options

Other (please specify) · No, definitely not · Unlikely, due to access/other issues · Unsure · Yes, but there may be some challenges · Yes, no logistical concerns for collection

Optional question (1271 response(s), 21 skipped)
Question type: Radio Button Question

Q33 | **In principle, do you support the proposal to bring curbside collection services to your household?**

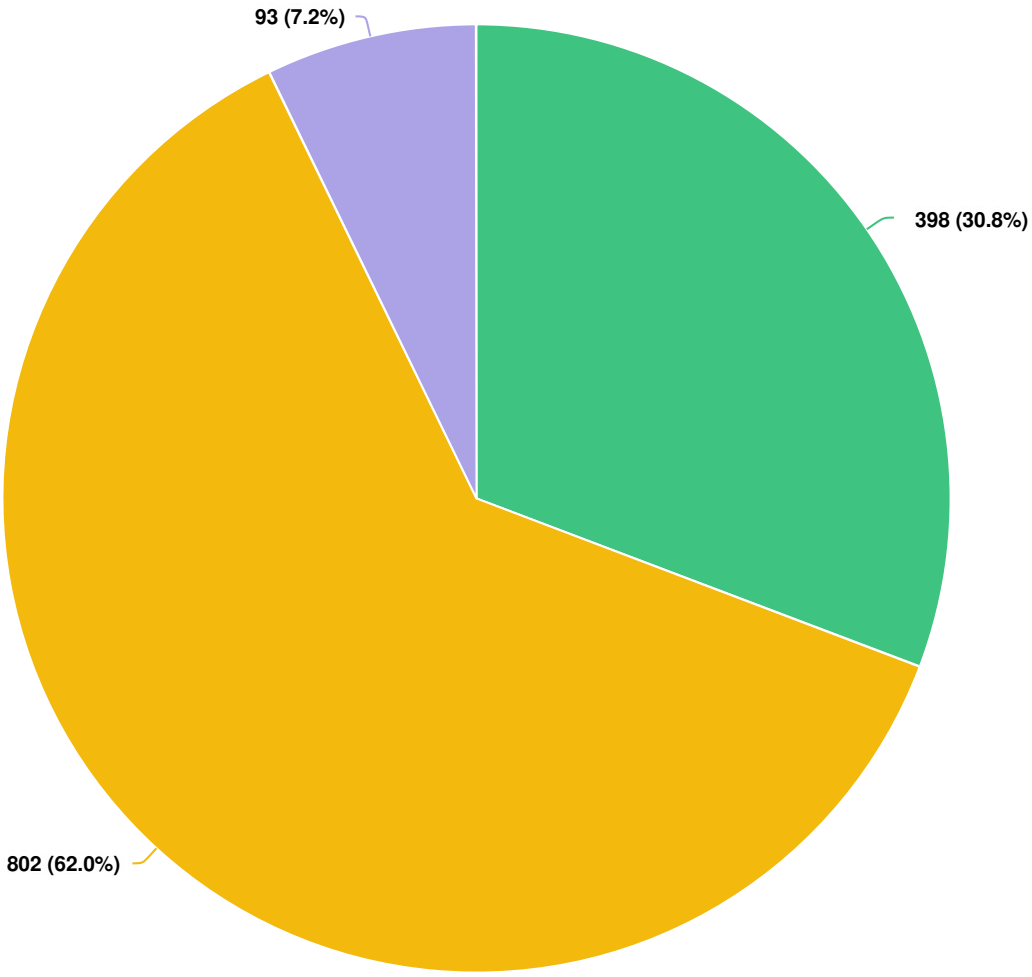


Question options

Undecided No Yes

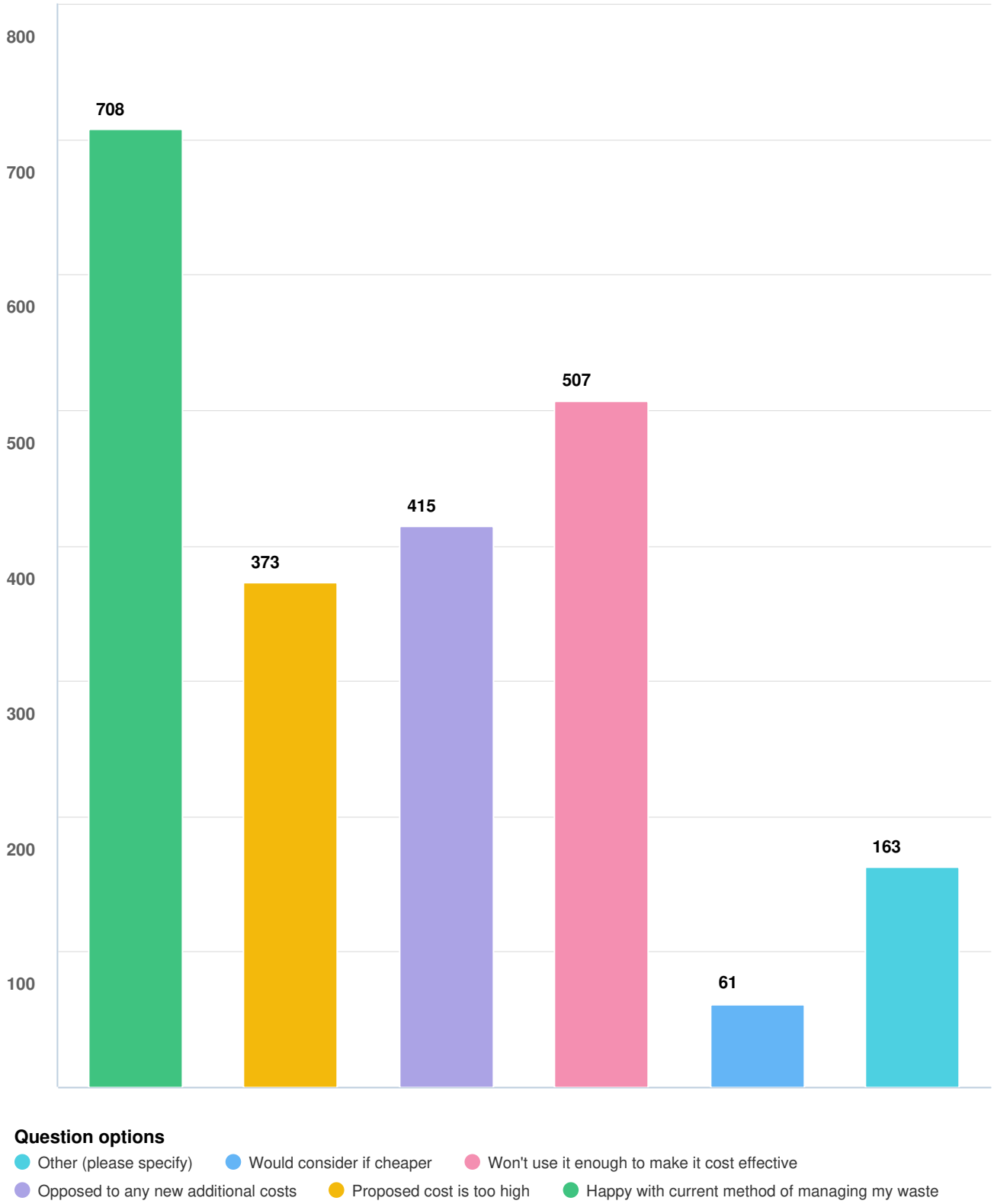
Mandatory Question (1291 response(s))
Question type: Radio Button Question

Q34 **Current cost estimates are $160 - $265 per household per year. Knowing the RDCK would try to keep the cost as low as possible, would you be willing to pay for the proposed service at the current max cost estimate of $265 per household per year ($22...**



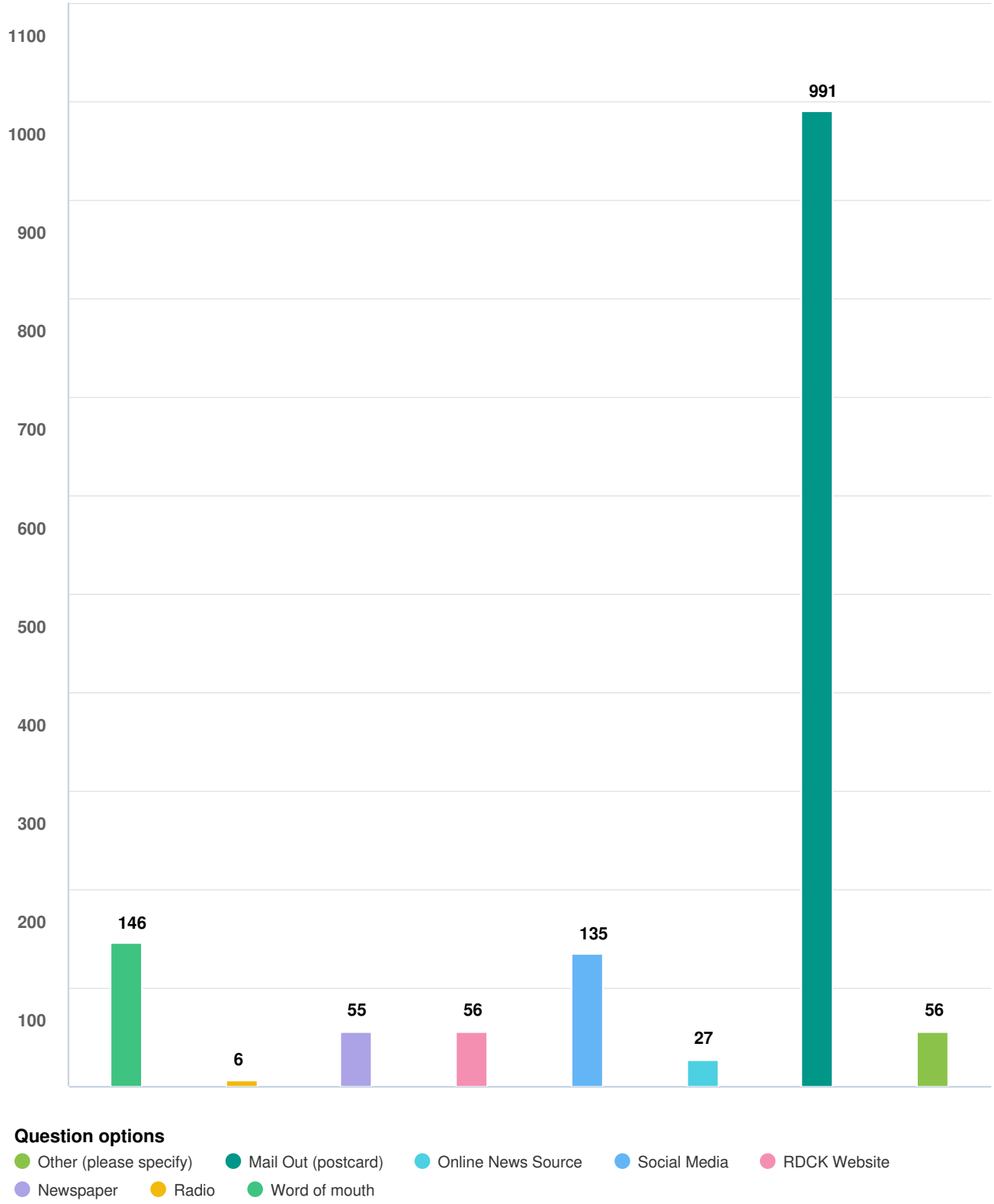
Mandatory Question (1291 response(s))
Question type: Radio Button Question

Q35 Let the RDCK know your reasons for not supporting this proposal at the high-end cost estimate at this time.



Optional question (881 response(s), 411 skipped)
Question type: Checkbox Question

Q36 How did you hear about this public consultation opportunity?



Optional question (1258 response(s), 34 skipped)
Question type: Checkbox Question

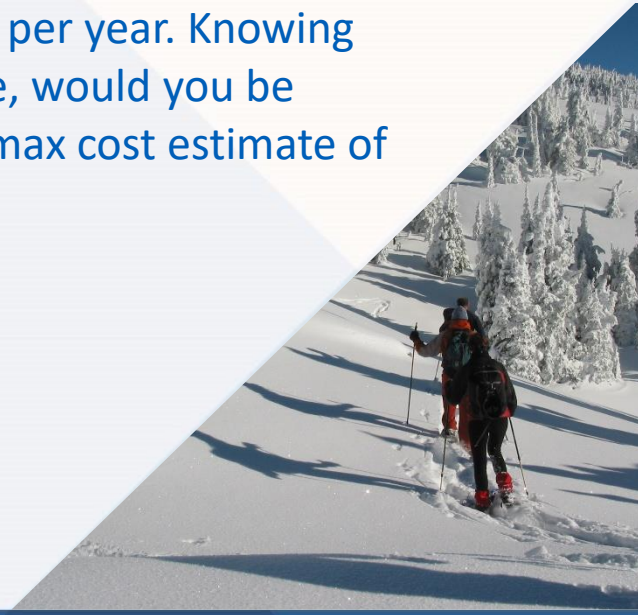
Attachment B
Phase 2 Consultation Results
January 30 – April 21, 2023

June 14, 2023 Joint Resource Recovery Committee

The following results are presented for the communities of each Electoral Area - displaying the values from respondents for the questions:

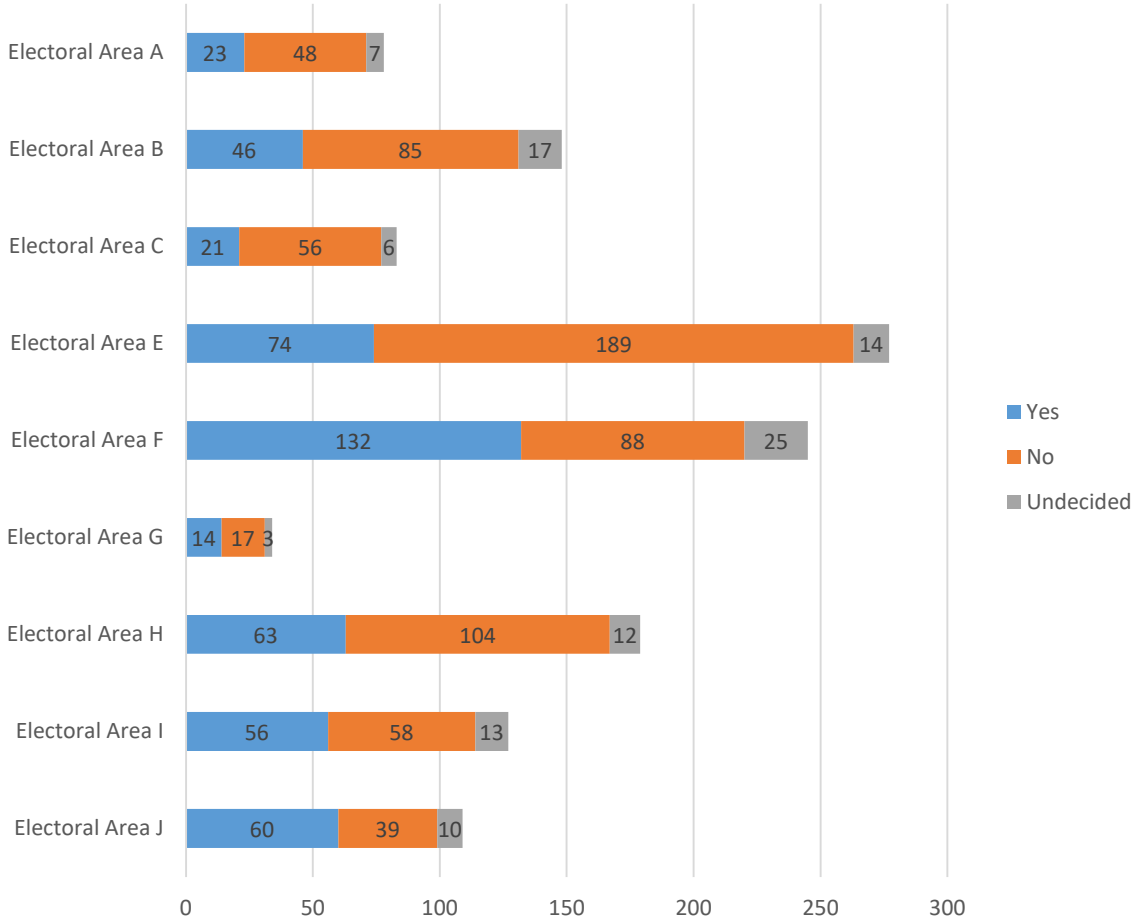
- In principle, do you support the proposal to bring curbside collections services to your community

- Current cost estimates are $160 - $265 per household per year. Knowing the RDCK would try to keep the cost as low as possible, would you be willing to pay for the proposed service at the current max cost estimate of $265 per household per year ($22/month)?

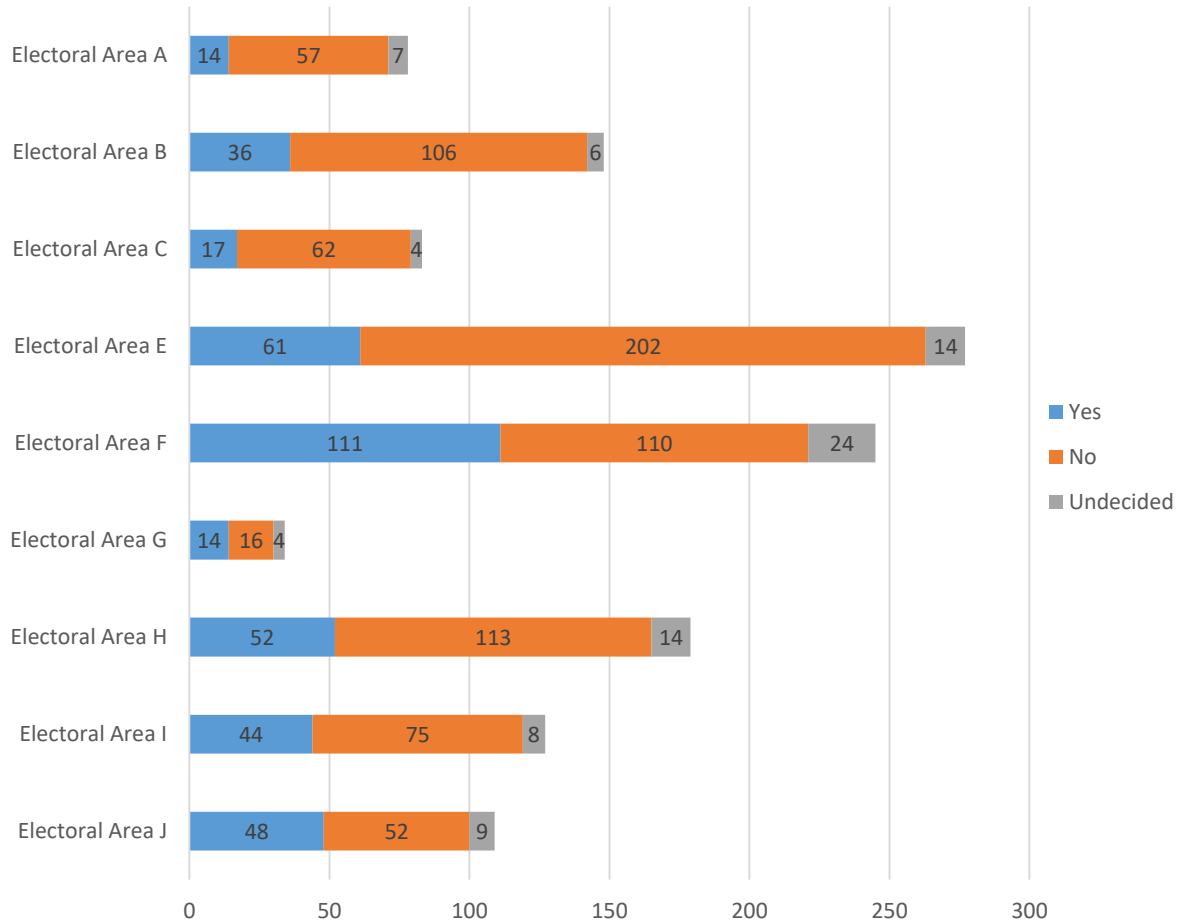


Electoral Area Survey Results

Support in Principle

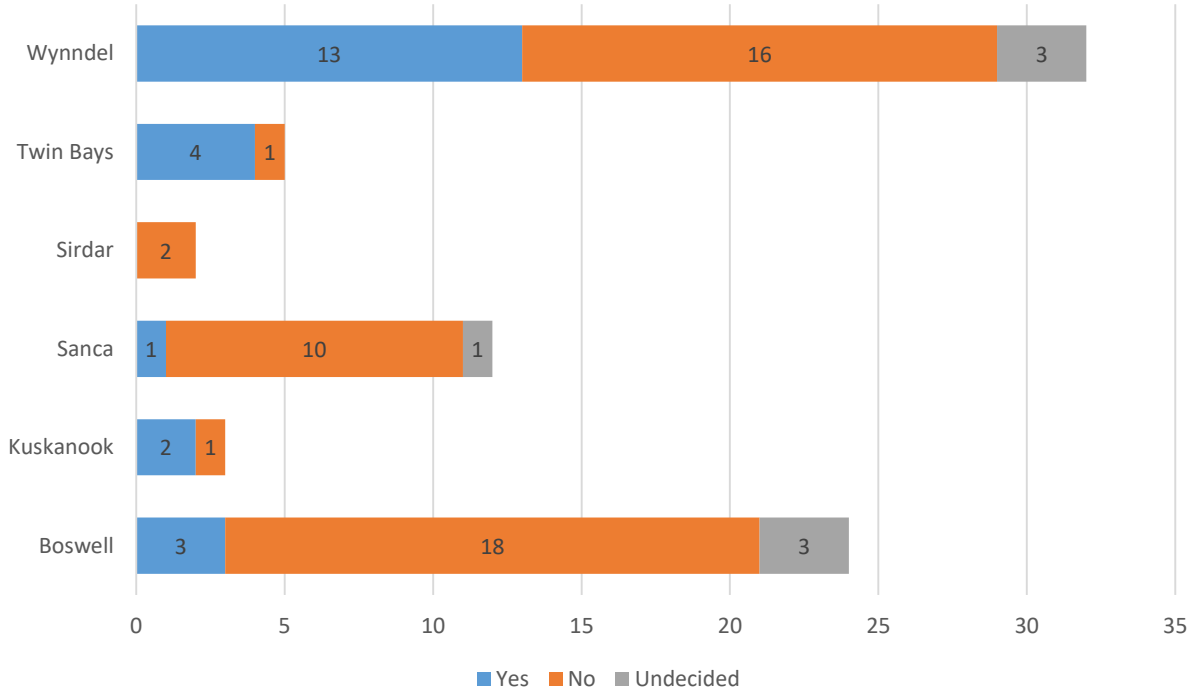


Willingness to Pay for Service

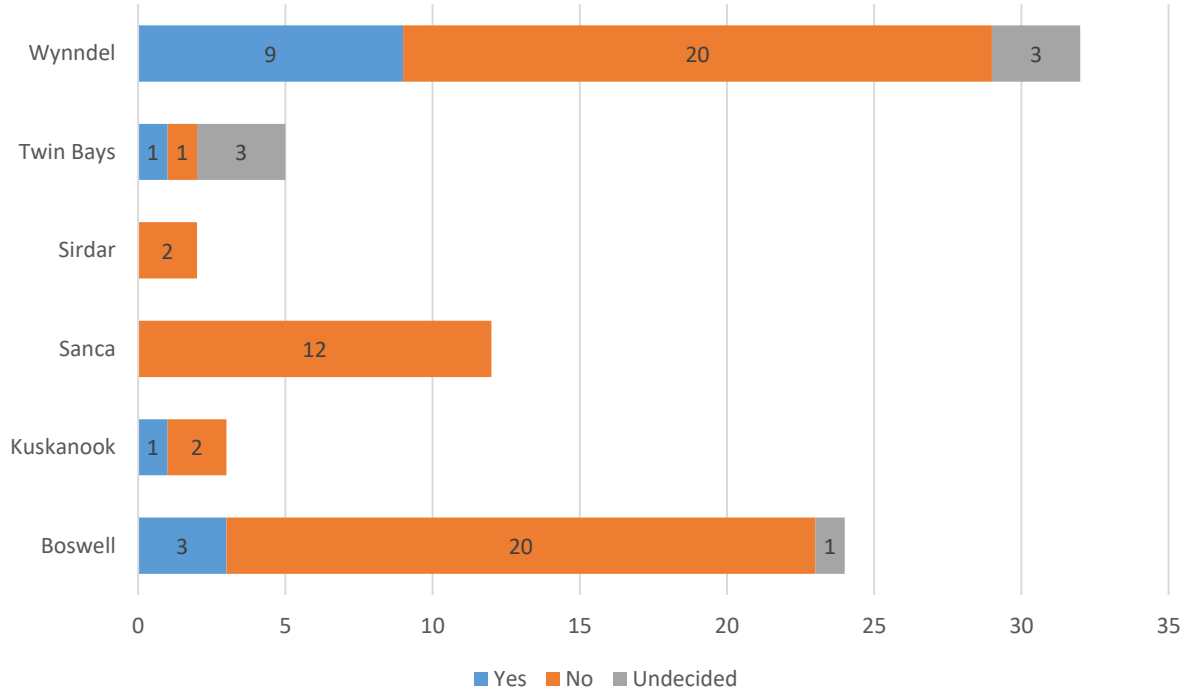


Electoral Area A Survey Results

Support in Principle

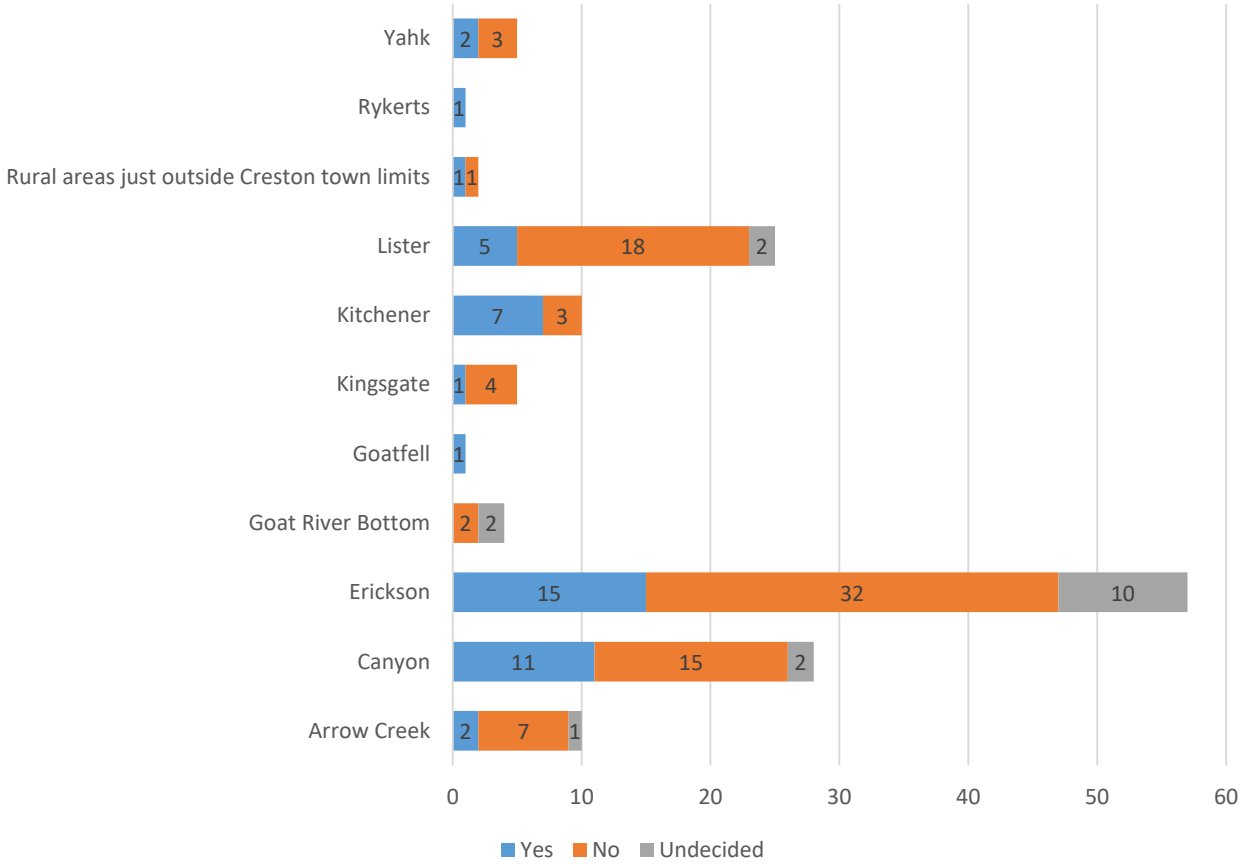


Willingness to Pay for Service

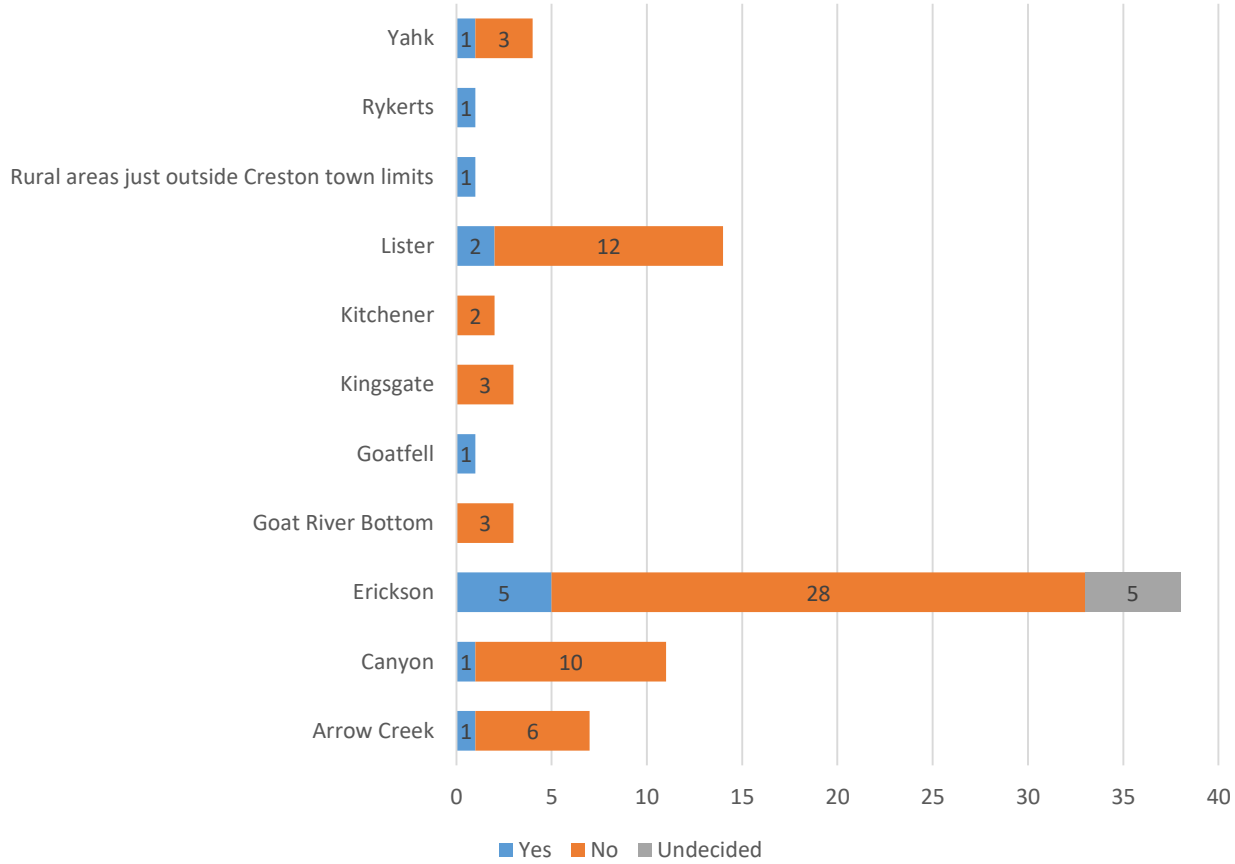


Electoral Area B Survey Results

Support in Principle

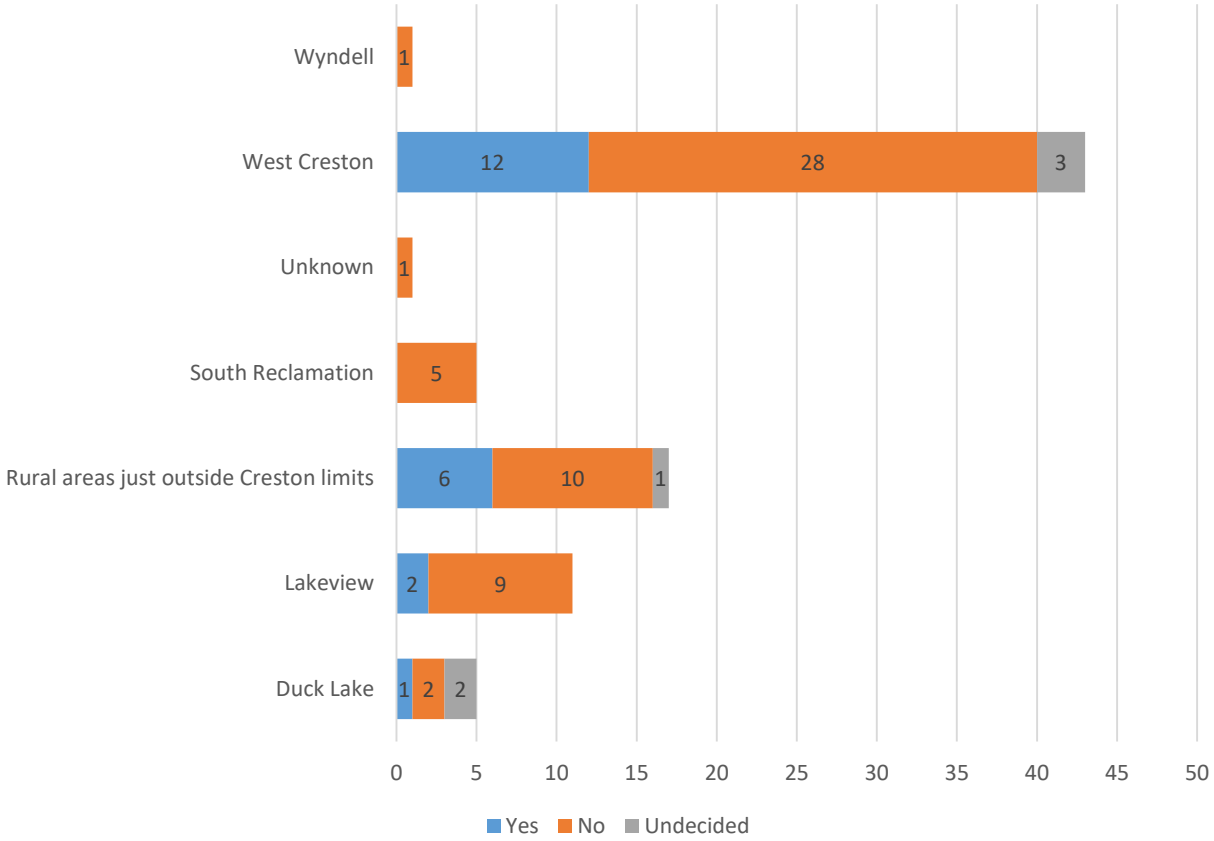


Willingness to Pay for Service

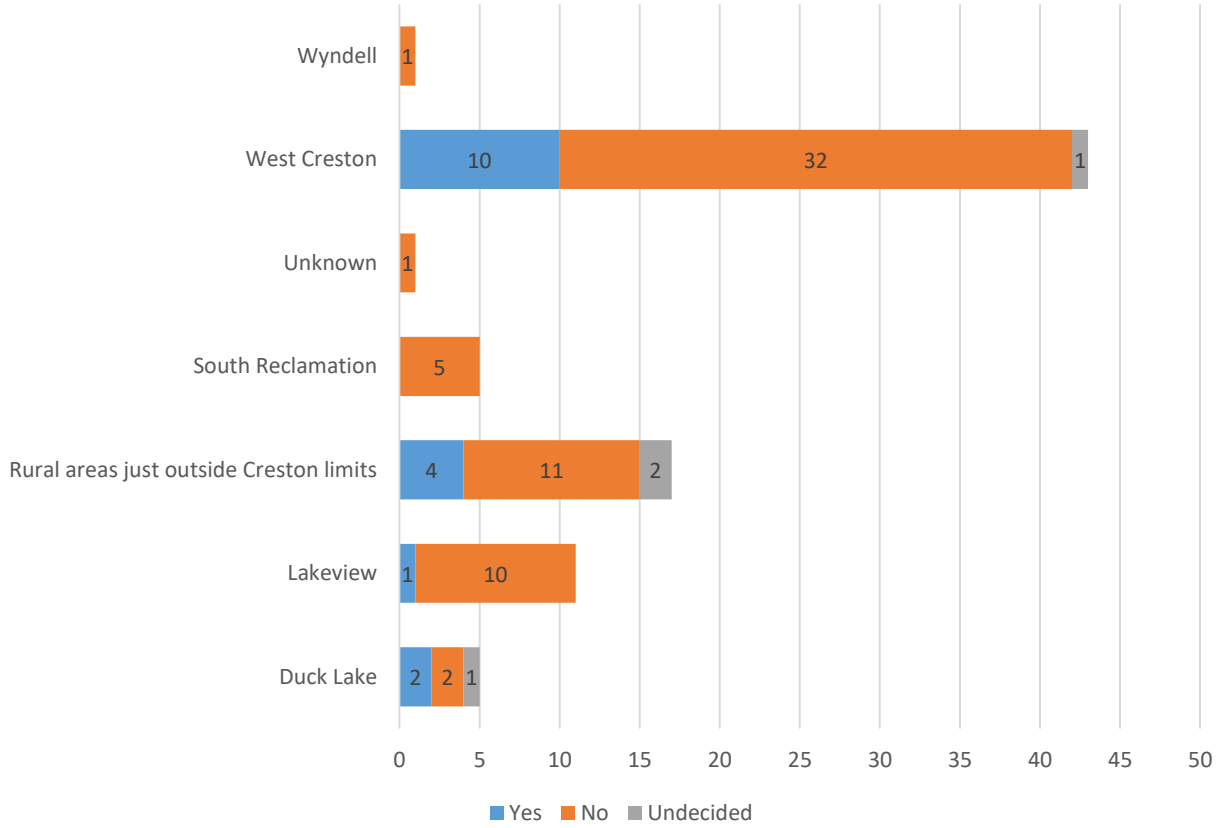


Electoral Area C Survey Results

Support in Principle

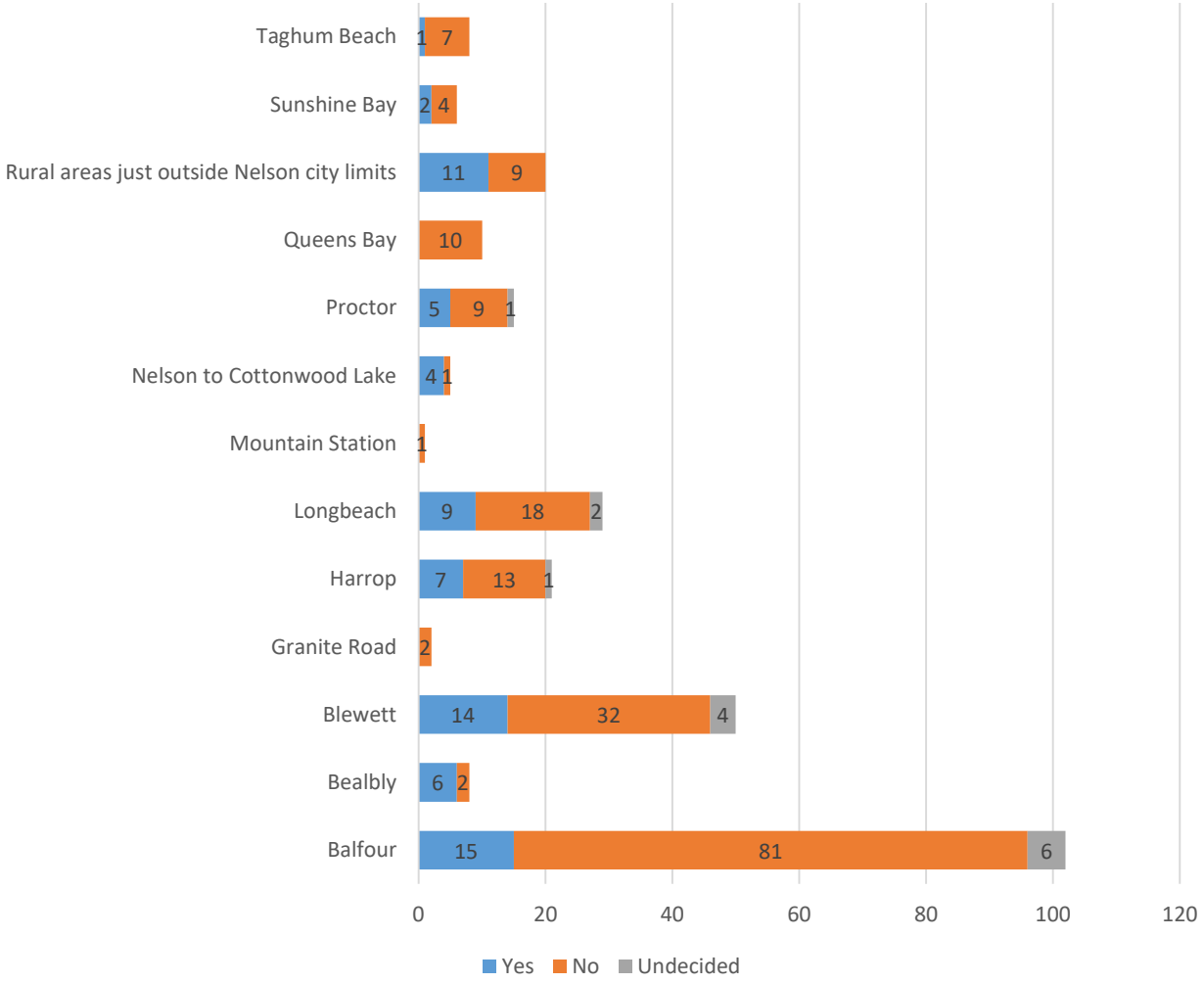


Willingness to Pay for Service

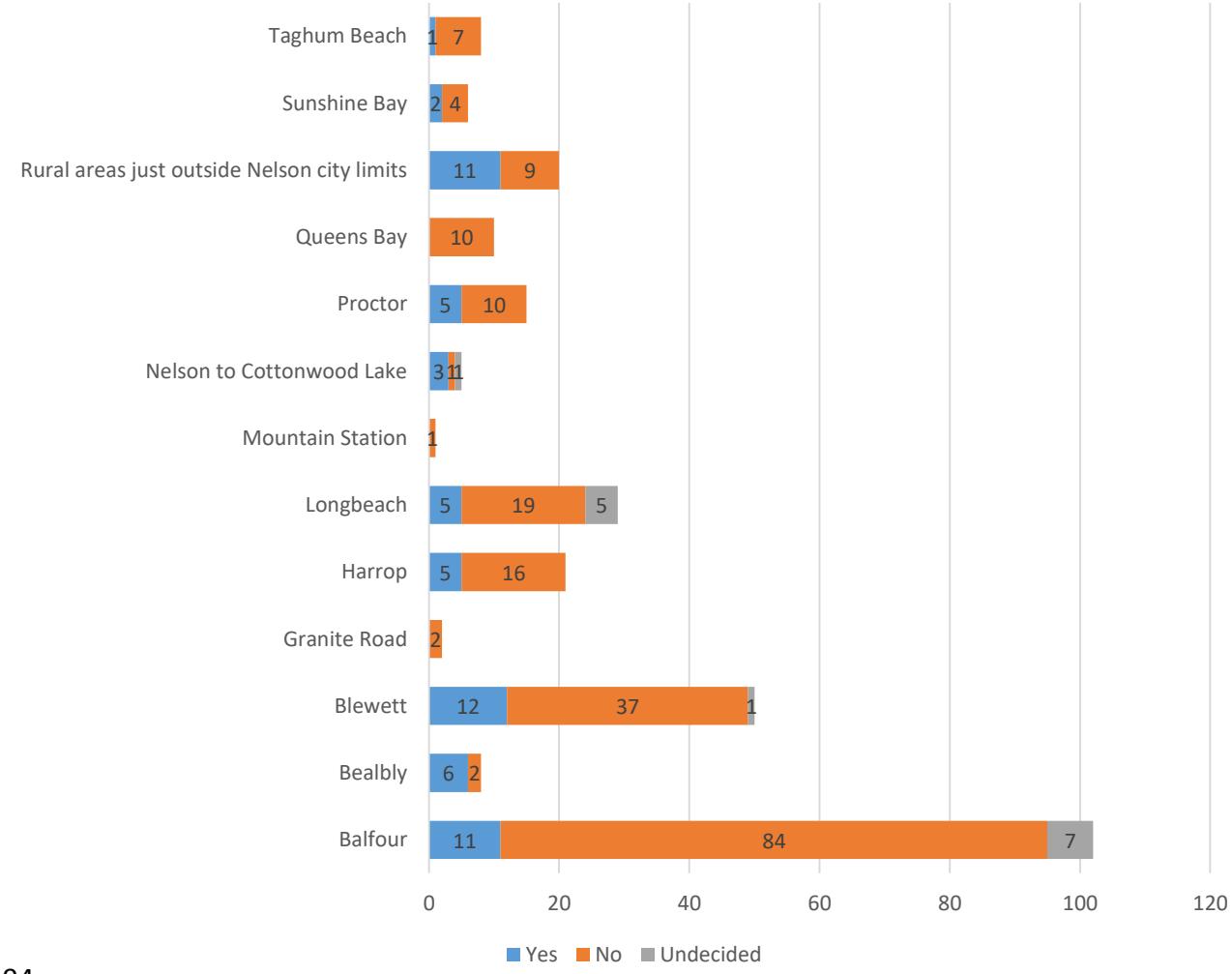


Electoral Area E Survey Results

Support in Principle

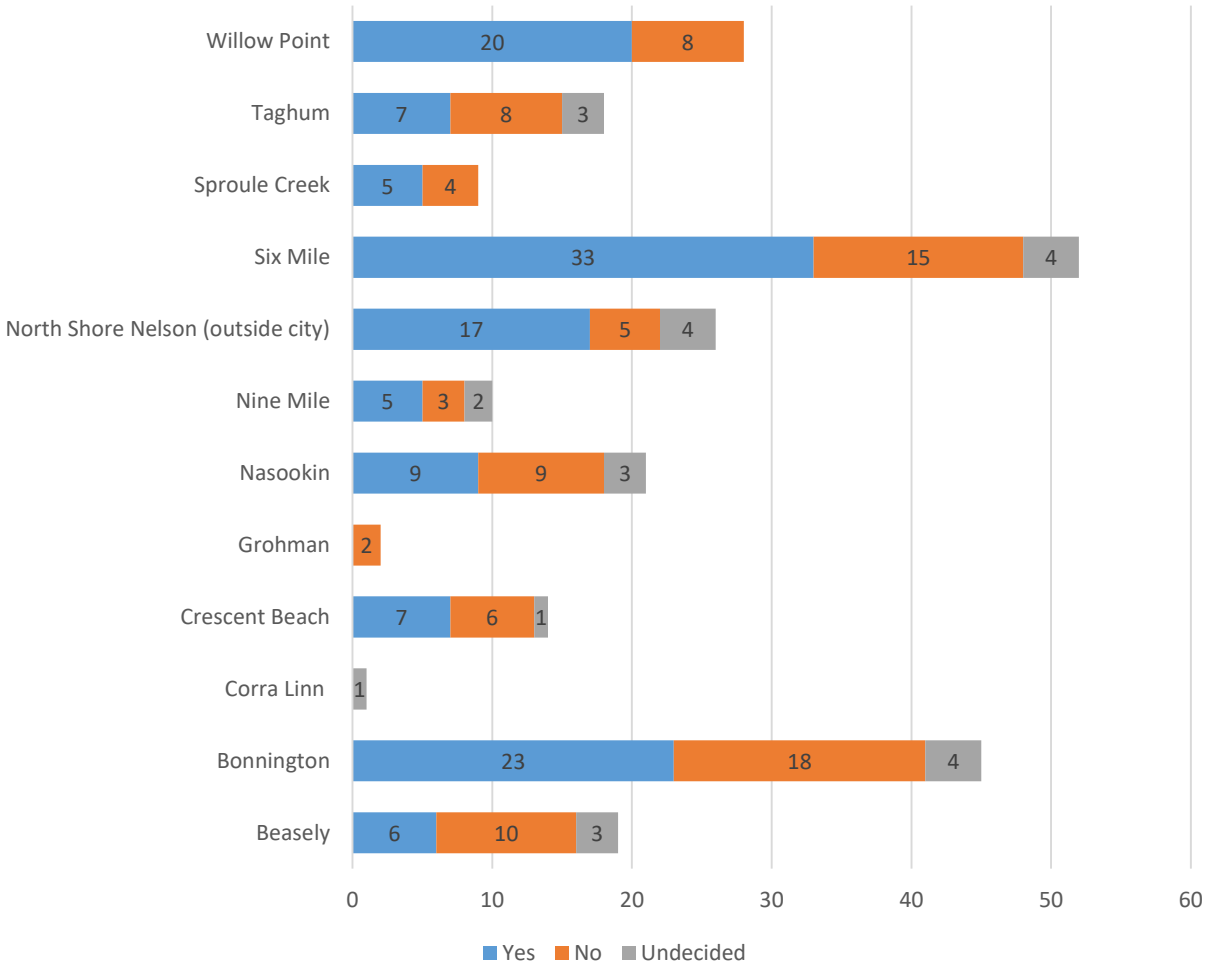


Willingness to Pay for Service

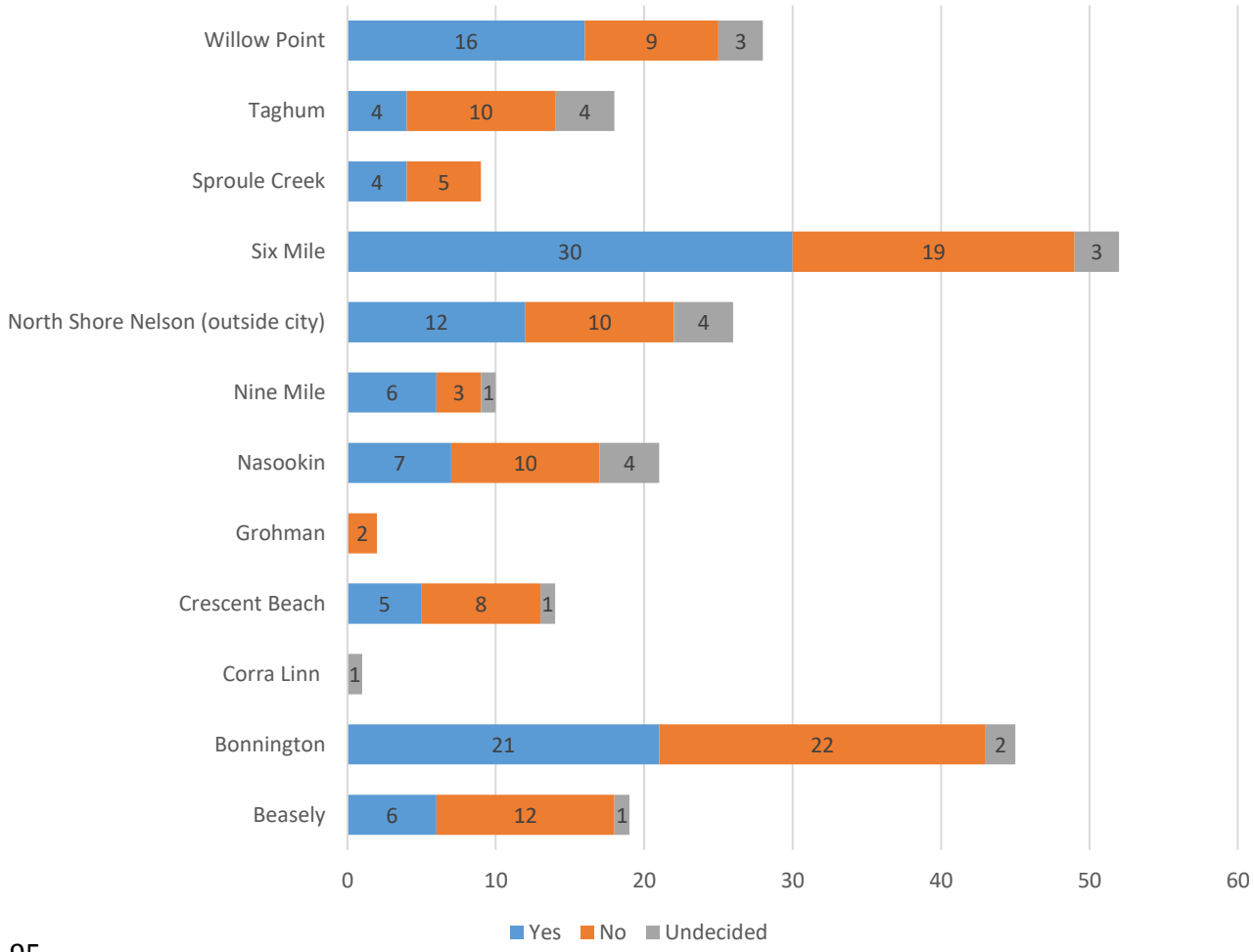


Electoral Area F Survey Results

Support in Principle

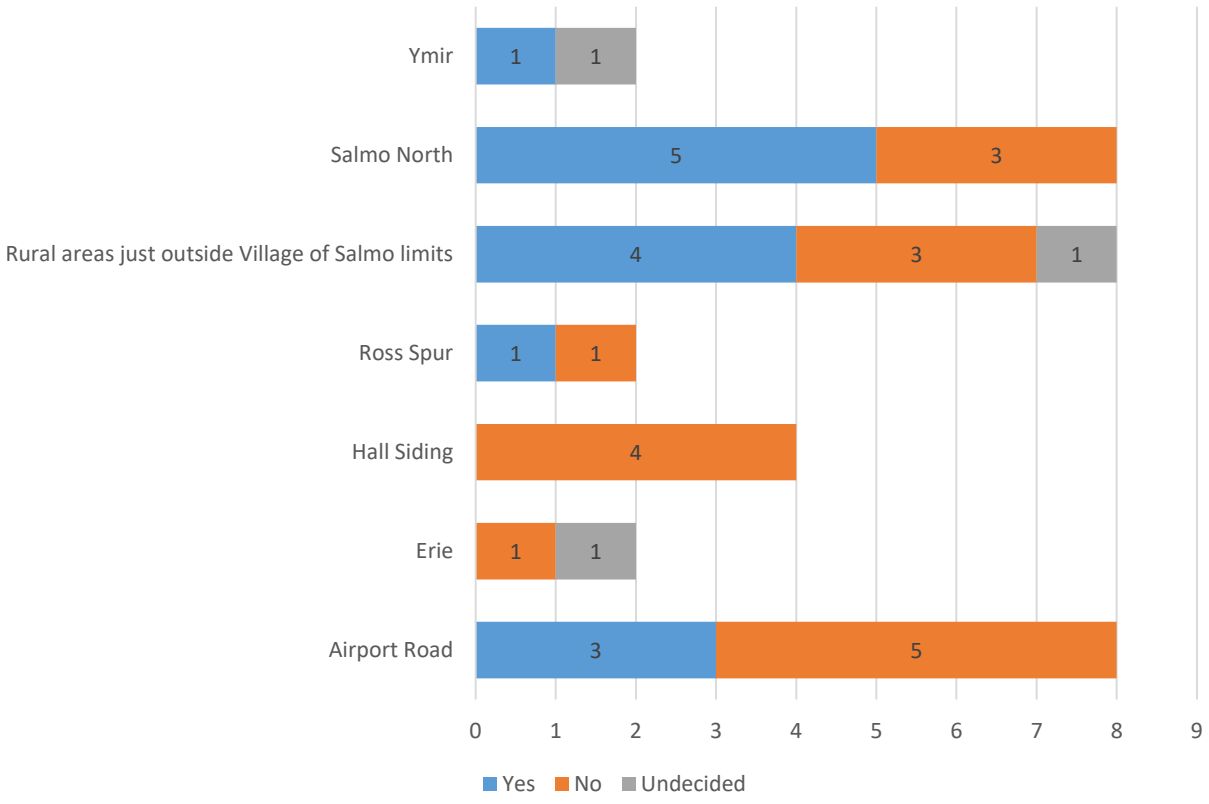


Willingness to Pay for Service

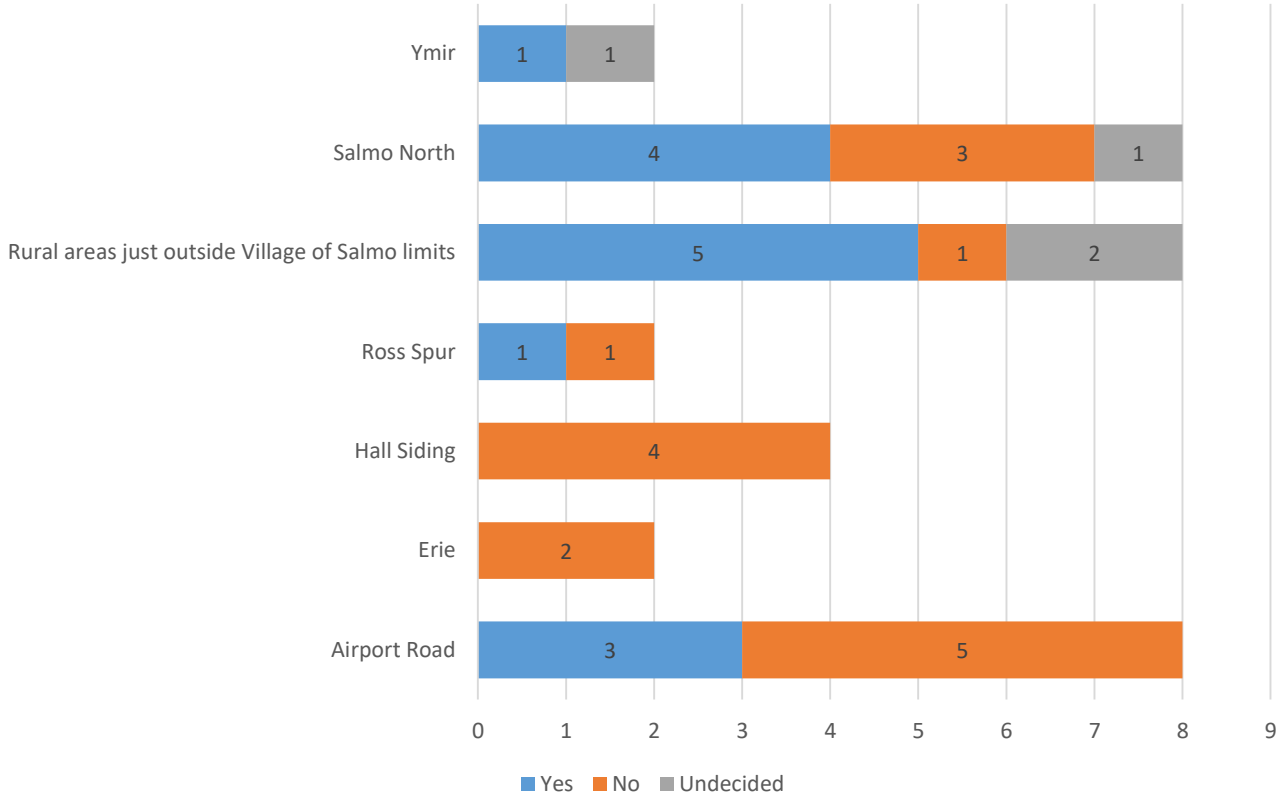


Electoral Area G Survey Results

Support in Principle

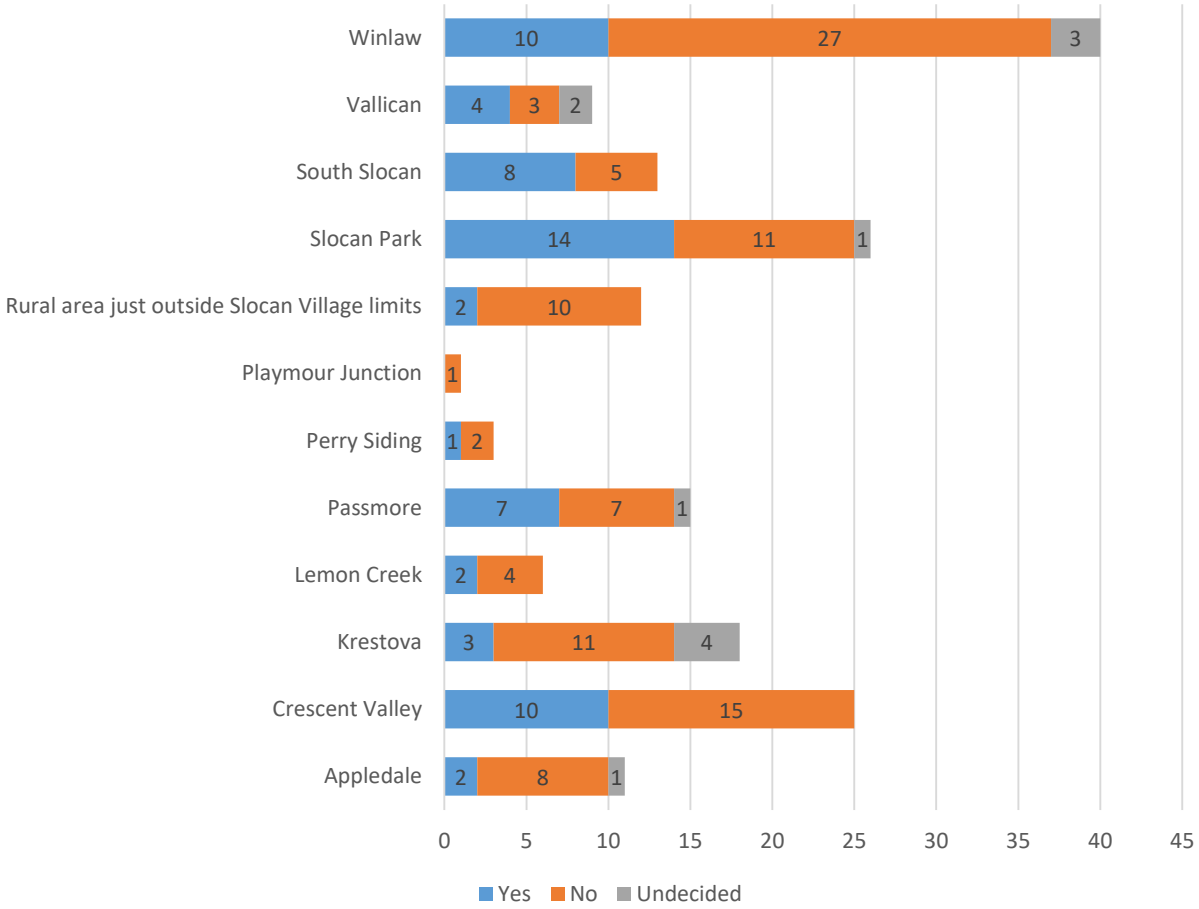


Willingness to Pay for Service

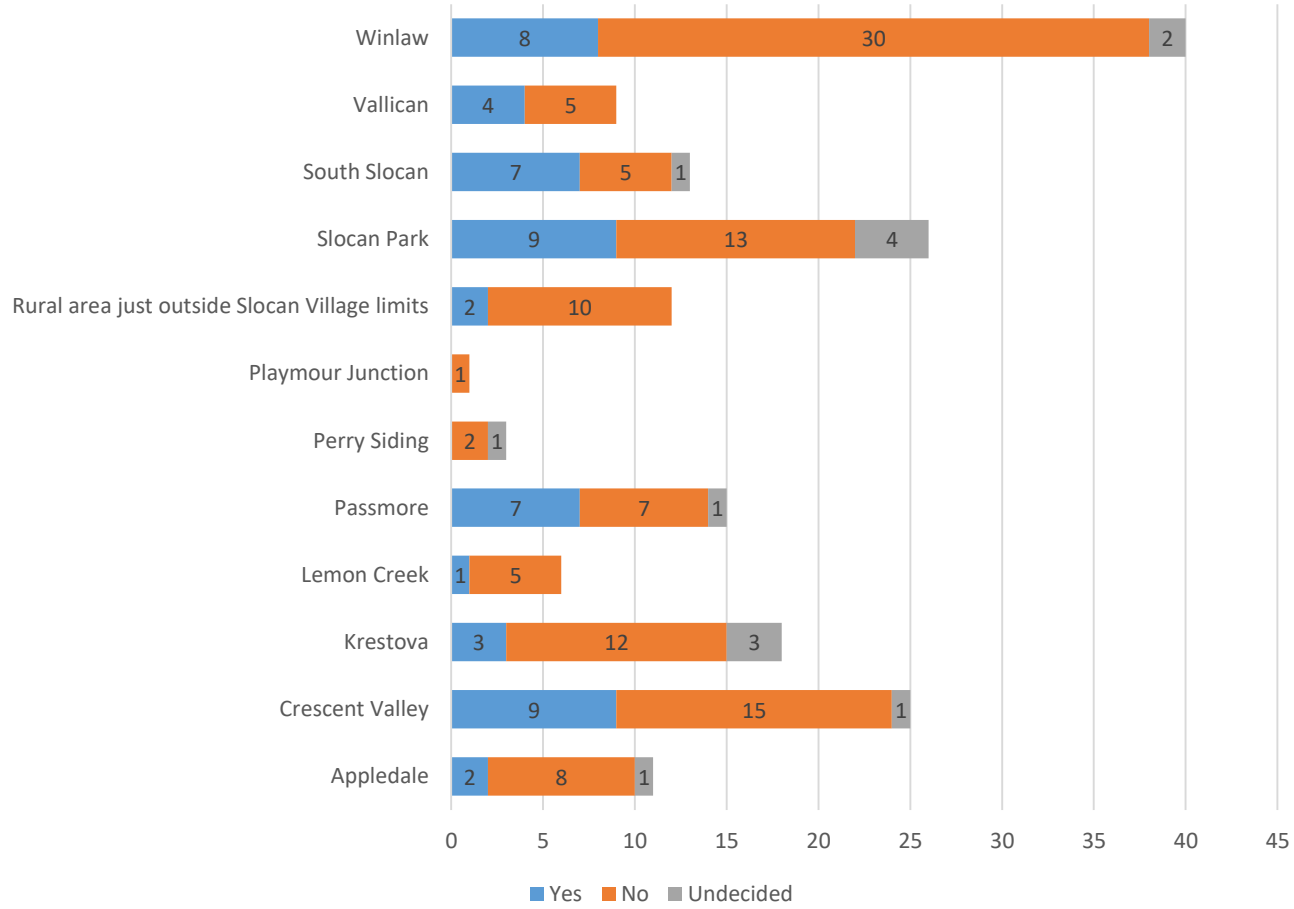


Electoral Area H Survey Results

Support in Principle

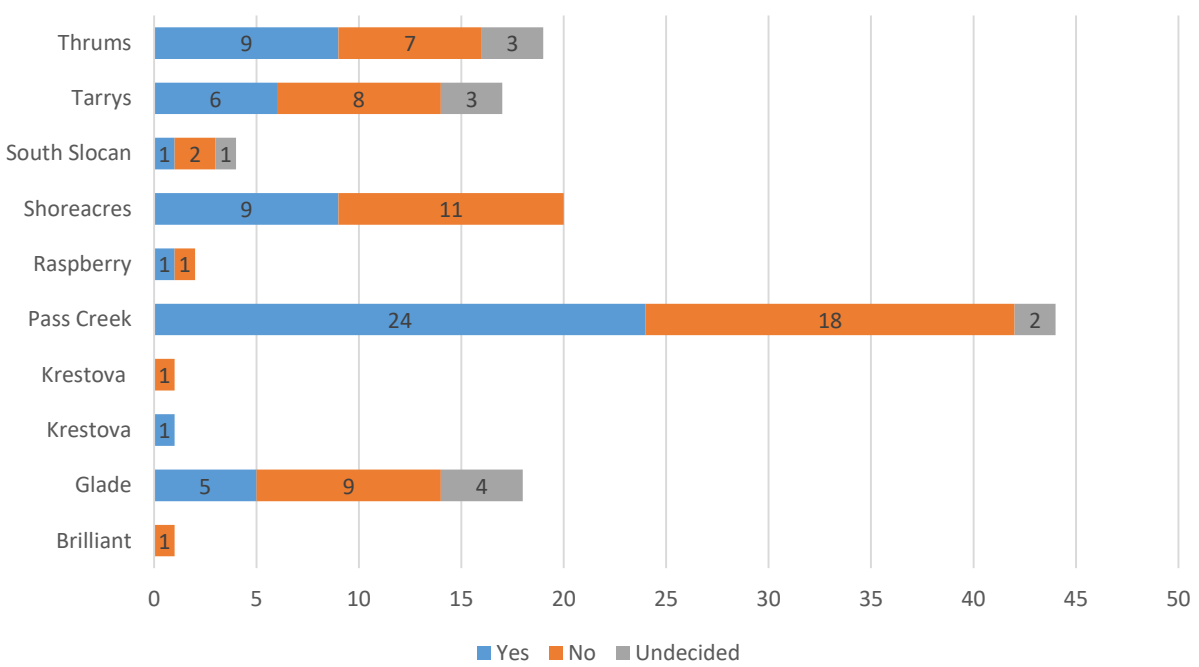


Willingness to Pay for Service

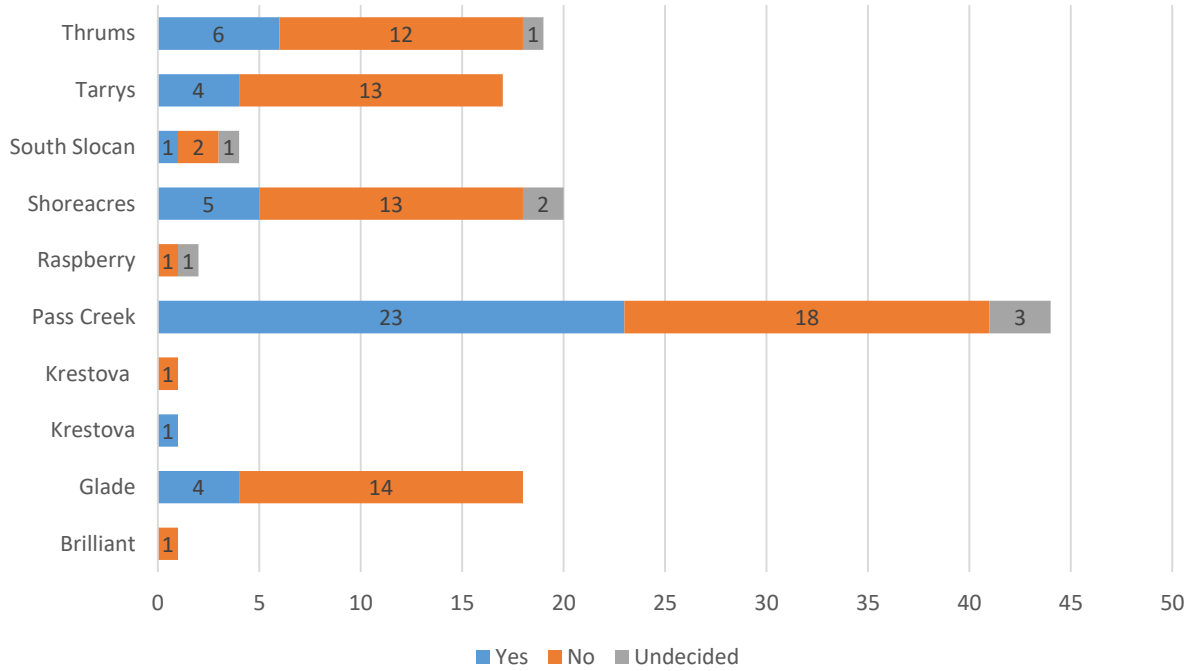


Electoral Area I Survey Results

Support in Principle

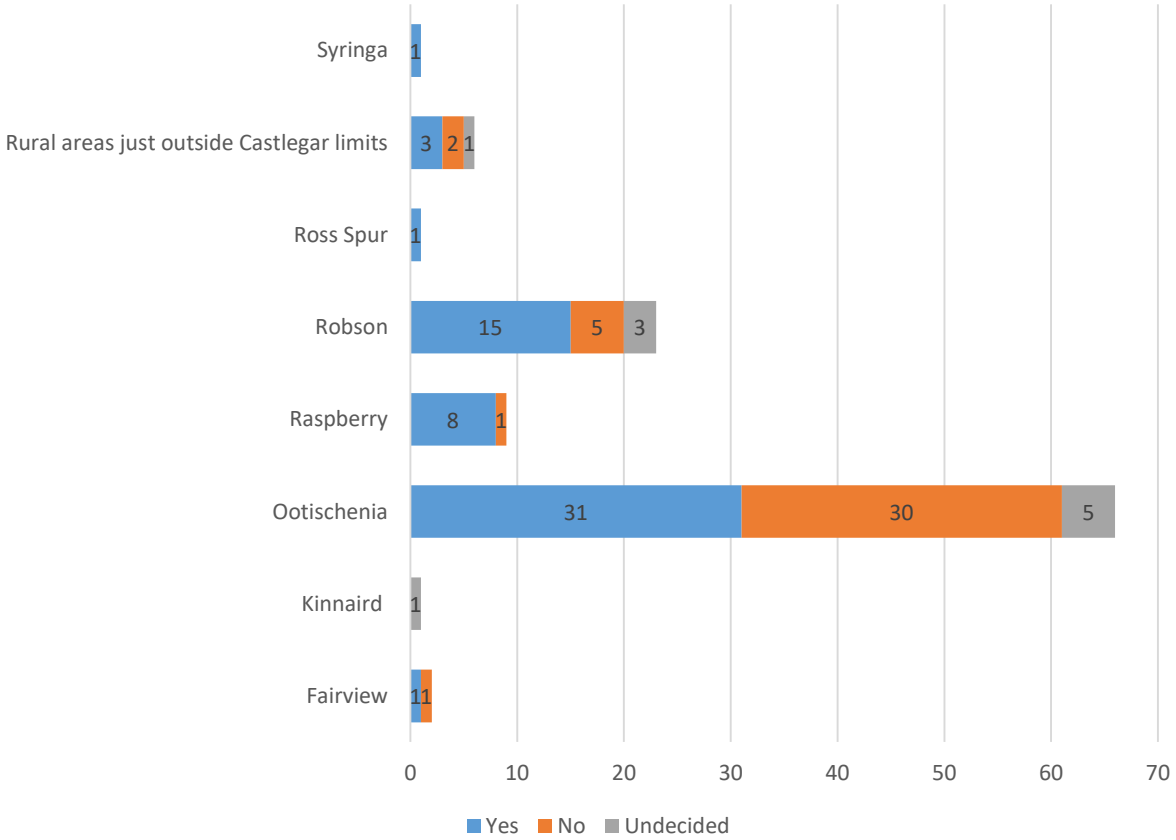


Willingness to Pay for Service

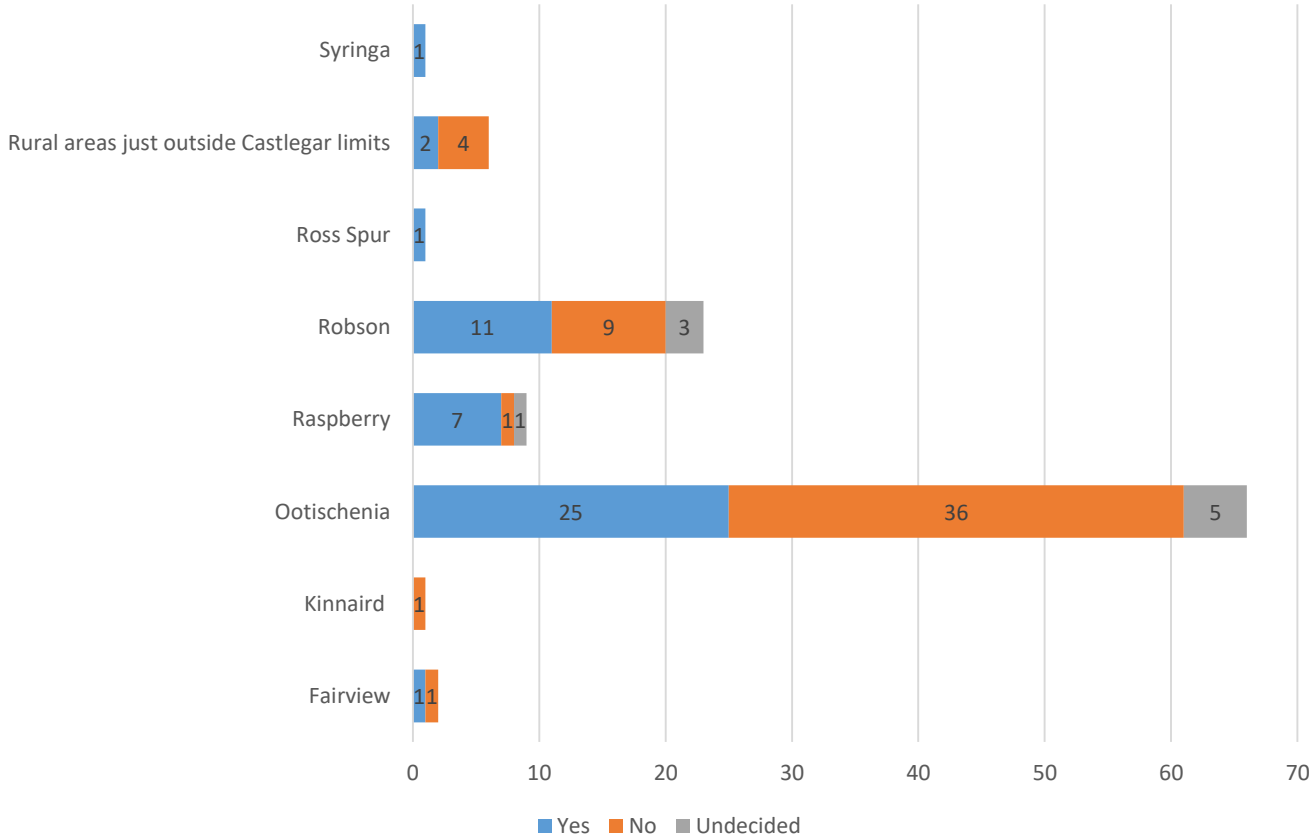


Electoral Area J Survey Results

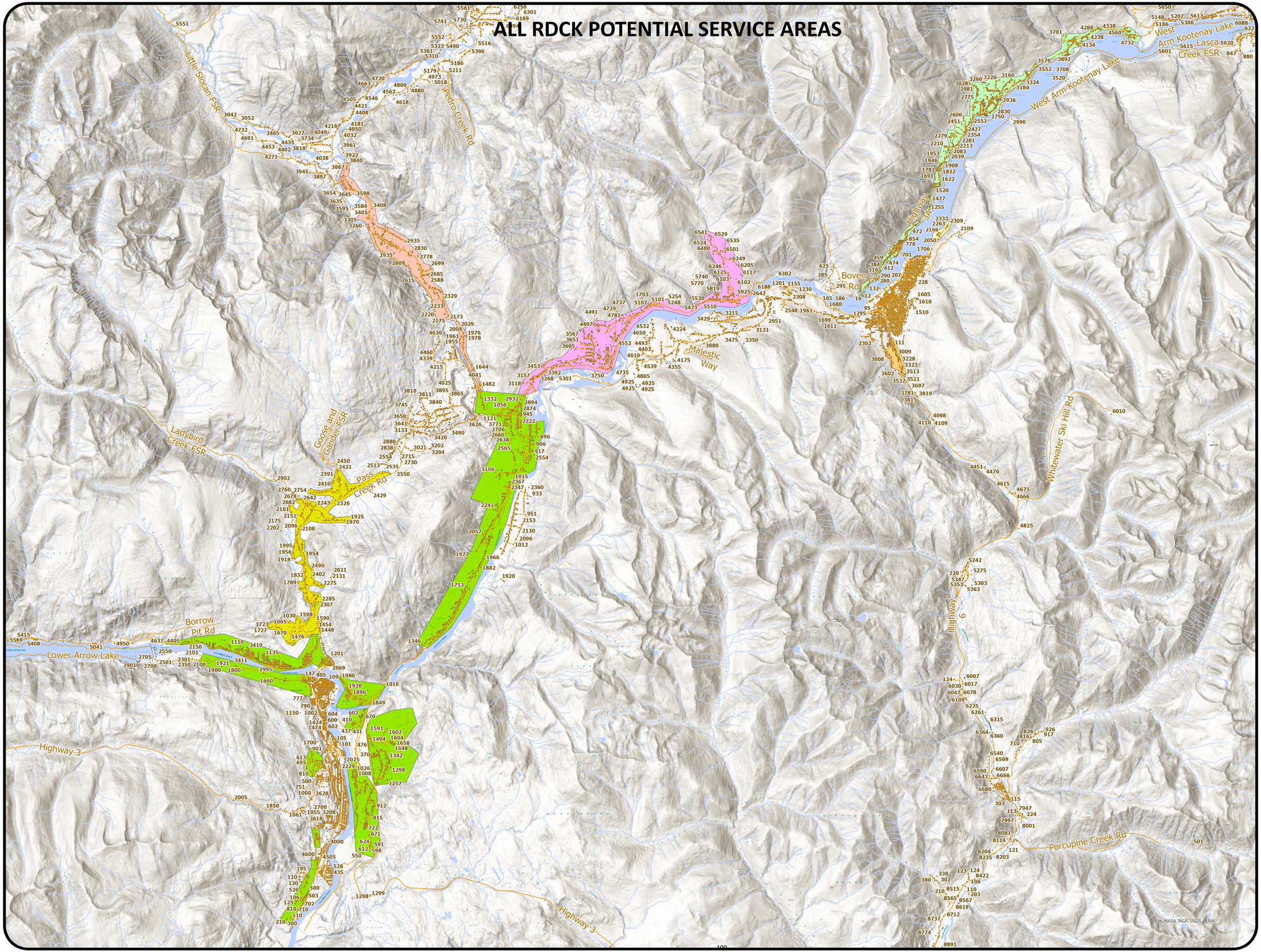
Support in Principle



Willingness to Pay for Service



ALL RDCK POTENTIAL SERVICE AREAS



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Legend

- Streets
- Civic Address
- PSA 1 NorthShore
- PSA 2 Bonnington
- PSA 3 Bealby
- PSA 4 SV
- PSA 5 Nelson S
- PSA 6 RBC
- PSA 7 Pass Creek
- Lakes
- Streams

ATTACHMENT C

N
W E
S

Spatial Reference:
NAD 1983 UTM Zone 11N

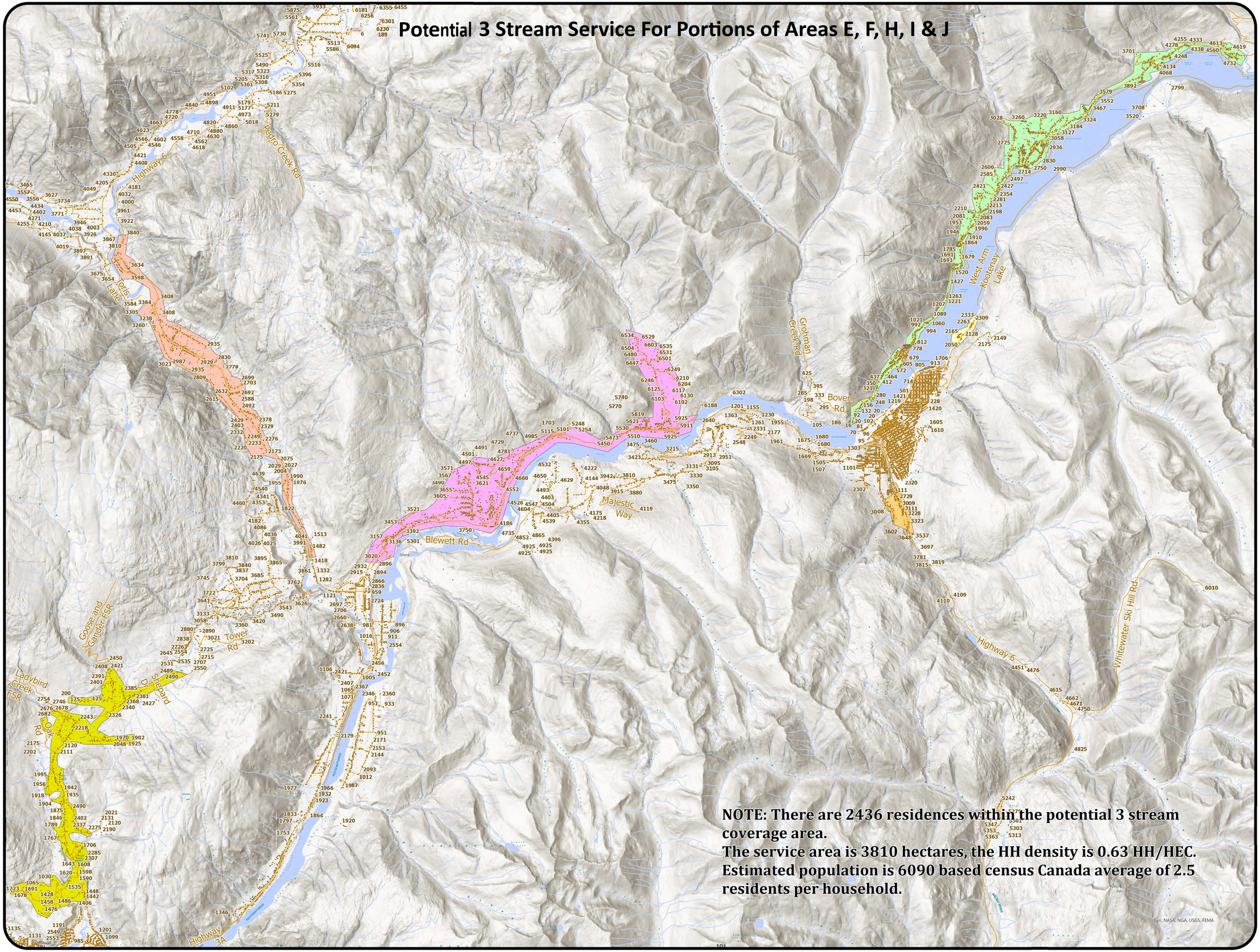
0 2 4 8
Kilometers

Date: Wednesday, May 31, 2023

The mapping information shown are approximate representations and should be used for reference purposes only.
The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4
Phone: 1-800-268-7325
www.rdck.bc.ca maps@rdck.bc.ca

Potential 3 Stream Service For Portions of Areas E, F, H, I & J



NOTE: There are 2436 residences within the potential 3 stream coverage area.
The service area is 3810 hectares, the HH density is 0.63 HH/HEC.
Estimated population is 6090 based census Canada average of 2.5 residents per household.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Legend

- Streets
- Civic Address
- PSA 1 NorthShore
- PSA 2 Bonnington
- PSA 3 Bealby
- PSA 4 SV
- PSA 5 Nelson S
- PSA_7_PassCreek
- Lakes
- Streams

N
W E
S

Spatial Reference:
NAD 1983 UTM Zone 11N

0 1.3 2.5 5
Kilometers

Date: Wednesday, May 31, 2023

The mapping information shown are approximate representations and should be used for reference purposes only.
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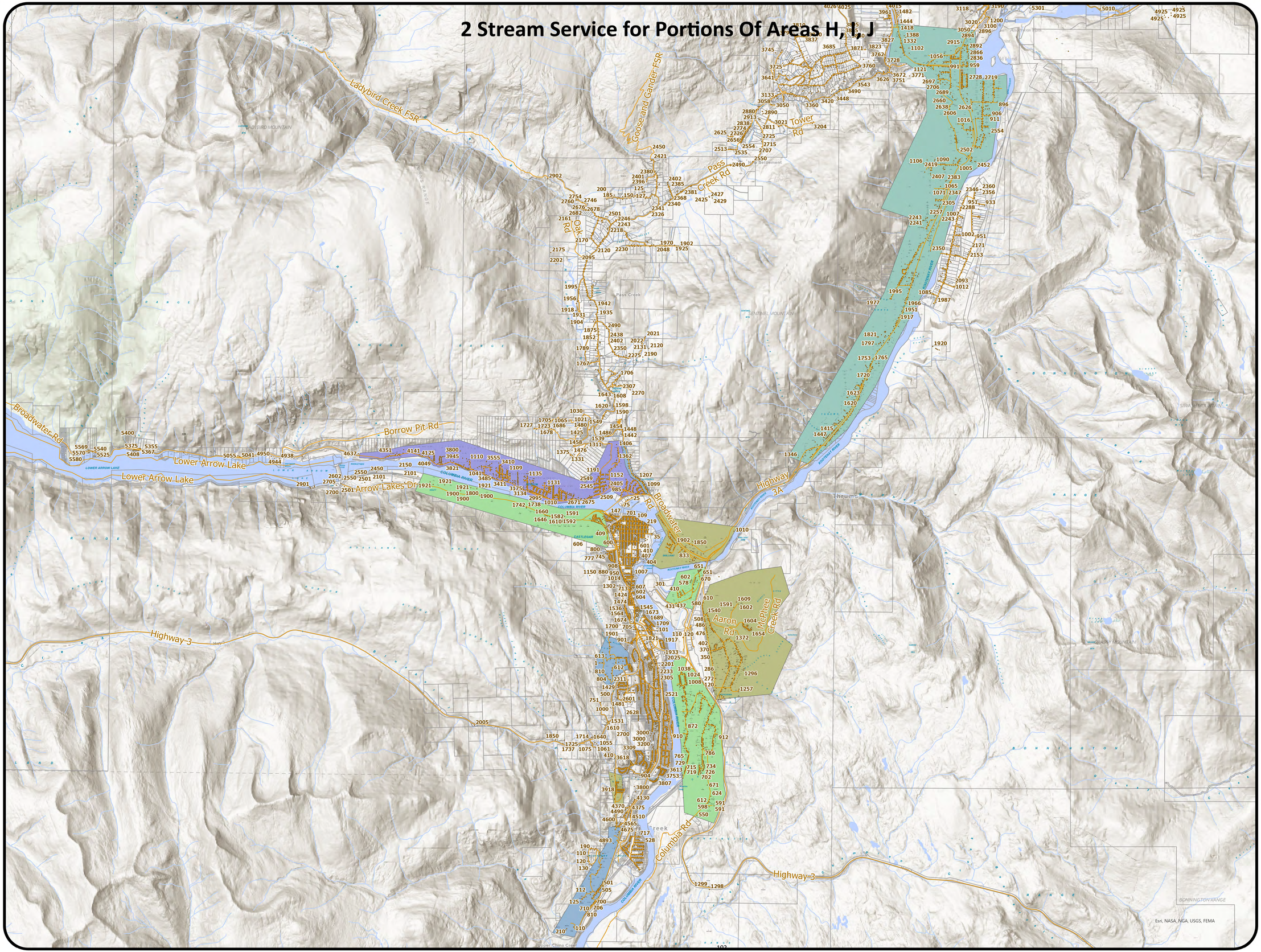
REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4
Phone: 1-800-268-7325
www.rdck.bc.ca maps@rdck.bc.ca

2 Stream Service for Portions Of Areas H, J



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Legend

- Streets
- Civic Address
- Cadastre
- Lakes
- Streams
- MON
- TUE
- WED
- THU
- FRI

N

W E

S

Spatial Reference:
NAD 1983 UTM Zone 11N

0 1 2 4

Kilometers

Date: Friday, May 26, 2023

The mapping information shown are approximate representations and should be used for reference purposes only.
The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4
Phone: 1-800-268-7325
www.rdck.bc.ca maps@rdck.bc.ca

MARR COLLECTION AGREEMENT

Between:

Collector Legal Name:	_____	(the "**Collector**")
DBA:	_____	
Business Number:	_____	
Address:	_____	
Email:	_____	**Phone:** _____

And:

Major Appliance Recycling Roundtable ("**MARR**")

Email: operations@marrbc.ca

Preamble

A. MARR manages a stewardship program for end-of-life major household appliances in British Columbia (the "**BC Major Appliances Stewardship Plan**") approved by the Ministry of Environment & Climate Change Strategy on August 7, 2018 and regulated pursuant to the *Recycling Regulation* (B.C. Reg. 449/2004) made under the *Environmental Management Act* (British Columbia), as amended.

B. MARR and the Collector wish to enter into this Agreement to set out the terms and conditions under which the Collector will manage the collection and processing of Program Products (as defined below) for and on behalf of MARR, and MARR will be responsible for the removal and safe disposal of ODS (as defined below) from all Program Products collected by the Collector.

NOW THEREFORE, in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereby agree as follows:

Section 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the capitalized terms will have the following meanings:

"Applicable Law" means, in respect of any person, property, transaction, event or other matter, any present or future applicable law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or order, domestic or foreign, applicable to that person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies of any governmental authority having or purporting to have authority over that person, property, transaction, event or other matter and regarded by such governmental authority as requiring compliance, and includes without limitation, the *Environmental Management Act (British Columbia)* and the *Canadian Environmental Protection Act*, 1999.

"**Approved Person**" has the meaning set out in the *Ozone Depleting Substances and Other Halocarbons Regulation* (B.C. Reg. 387/99)**.**

"Collection Sites" means the locations listed in Schedule A where the Collector will accept Program Products in connection with this Agreement.

"**Confidential Information**" has the meaning given to such term in Section 14.1.

"**Licence**" has the meaning given to such term in Section 6.1.

"**MARR Logo**" means the registered and unregistered trademarks and logos of MARR, from time to time.

"**MARR Product Processing Standards**" means the Product Processing Standards, as amended from time to time, as set out in the following website: www.marrbc.ca.

"**ODS**" means ozone depleting substances as defined under the *Ozone Depleting Substances and Other Halocarbons Regulation (B.C. Reg. 387/99 as amended).*

"ODS Contractor" means an Approved Person who has been retained by MARR, at its sole cost, to remove and appropriately dispose of all ODS from all Program Products collected by the Collector at Collections Sites.

"**Program Products**" means all products managed by MARR pursuant to the BC Major Appliances Stewardship Plan, as amended from time to time, as set out in the following website: www.marrbc.ca.

"**Term**" has the meaning given in Section 2.1.

1.2 In the interpretation of this Agreement:

(a) words importing the singular include the plural and vice versa, and words importing persons include individuals and entities; words importing the singular include the plural and vice versa, and words importing persons include individuals and entities;

(b) the words "include" and "including" are to be construed as meaning "including, without limitation";

(c) schedules referenced in and attached to this Agreement form part of this Agreement; and

(d) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the Agreement.

Section 2. TERM

2.1 The term of this Agreement will commence on April 30, 2023 and end on December 31, 2023 (the "**Term**"), unless otherwise terminated in accordance with Section 10. The Agreement will automatically renew every year on January 1 for additional one (1) year periods unless a party gives notice of its intent to terminate the Agreement at least 90 days prior to the end of the then-current Term.

Section 3. COLLECTION OF PROGRAM PRODUCTS

3.1 Collector will:

(a) accept Program Products from residential consumers at Collection Sites at no charge;

(b) segregate Program Products containing ODS, including, but not limited to, Full-Size Refrigerators, Full-Size Wine Coolers / Beverage Centres, Compact Refrigerators, Compact Wine Coolers / Beverage Centres, Freezers, Room Air Conditioners, Portable Air Conditioners, Dehumidifiers and Water Coolers, as such products are defined by MARR;

(c) allow the ODS Contractor access to Collection Sites to remove ODS from all Program Products collected at Collection Sites; and

(d) at all times comply with the relevant MARR Product Processing Standards and all Applicable Law.

3.2 MARR will ensure that the ODS Contractor:

(a) removes and appropriately disposes of all ODS from all Program Products collected by the Collector at Collection Sites;

(b) documents all ODS removal efforts in the form required by MARR, and reports to MARR directly with respect to such ODS collected in connection with the Program Products; and

(c) promptly provides to the Collector a copy of all the documentation and reporting required under Section 3.2(b), including log sheets, to enable the Collector to satisfy its reporting obligations in Section 4.1.

(d) contact the Collection Sites on a regular basis to schedule attendance. At a minimum, the ODS Contractor will service each site twice per year and /or when any site accumulates twenty or more units. One of these servicing's must be completed close to and by 1st October of each year. The ODS Collector must communicate servicing plan to the Collection Site's representative at least three business days ahead of time.

3.3 For the avoidance of doubt, MARR will be solely responsible for all payments to the ODS Contractor for all of its work related to the obligations under this Agreement.

3.4 MARR does not assume ownership of Program Products at the Collection Sites at any time. The Program Products will remain the property and at the risk of the Collector.

Section 4. **REPORTING**

4.1 The Collector will:

(a) report on all ODS removed from Program Products in accordance with the MARR Product Processing Standards and MARR's guidelines and reporting templates (see website: www.marrbc.ca);

(b) document and report on all Program Products that do not contain ODS, in accordance with the MARR Product Processing Standards and MARR's guidelines and reporting templates (see website: www.marrbc.ca); and

(c) report total metal tonnages collected to MARR on a monthly basis, unless otherwise agreed to by MARR.

Section 5. **COMPENSATION**

5.1 Subject to the Collector satisfying the reporting requirements in Section 4.1, MARR will compensate the Collector according to the rates set out in Schedule A. MARR will have sole discretion in determining whether a product meets the definition of a Program Product, such that the Collector will be eligible to receive compensation in respect of such product.

5.2 The procedure for the Collector to submit reports to, and receive compensation from, MARR will be as follows:

(a) At the end of each calendar month, the ODS Contractor will promptly provide the reports and documentation to the Collector as required under Section 3.2(c) in respect of that month.

(b) Within 15 days of receiving such reports and documentation from the ODS Contractor, the Collector will submit all reports and documentation required under Section 4.1 in respect of that previous calendar month, through MARR's online reporting portal (see website: www.marrbc.ca) or as otherwise mutually agreed between the parties.

(c) If the reports or documentation submitted by the Collector are not in compliance with this Agreement, MARR will promptly notify the Collector and will provide direction to the Collector regarding how to rectify the non-compliance. MARR may withhold payment of compensation pending resolution of any such non-compliance.

(d) Within 30 days of receiving the Collector's complete and compliant reports and documentation through MARR's online reporting portal, MARR will pay the required compensation to the Collector by way of an electronic funds transfer as per banking instructions to be provided by the Collector.

5.3 MARR will have no responsibility to pay, and the Collector will forfeit the right to claim, any compensation in respect of a calendar year for which complete documentation is not received by MARR within three (3) months of the end of that calendar year.

Section 6. LICENSE TO USE MARR LOGO

6.1 MARR hereby grants to the Collector an exclusive, worldwide, royalty-free license to use, reproduce and display the MARR Logo, on the terms and conditions set out in this Section 6 and for the duration of the Term (the "**License**").

6.2 The License granted to the Collector under this Section 6 is restricted to the Collector's collection services under this Agreement and for the purpose of identifying itself as a MARR collection site. Except for the rights granted to the Collector under the License, MARR will retain all right, title and ownership to any and all intellectual property rights in the MARR Logo.

6.3 Except as authorized by the License or by MARR in writing, the Collector will not to directly or indirectly:

(a) do anything that might impair, jeopardize, violate, infringe, dilute, depreciate, prejudice, derogate from, tarnish or disparage the MARR Logo, the goodwill associated therewith, or MARR's interest therein;

(b) claim, use, display, reproduce, reserve, attempt to acquire rights in, or apply to register, record or appropriate any trade-mark, corporate name, trade name, business name, trading style, copyright, or design that in whole or in part reproduces or resembles any of the MARR Logo or is confusing with the MARR Logo;

(c) use, reproduce, display, or make reference to the MARR Logo, in a manner that defames, slanders, libels, criticizes, or ridicules MARR or its business; or

(d) Assist, permit, or encourage any other person or entity to do any of the foregoing.

Section 7. AUDIT

7.1 The Collector will permit MARR and its agents, upon reasonable notice, access to Collection Sites during regular business hours to audit the Collector's operations and records associated with its collection of Program Products and compliance with the BC Major Appliances Stewardship Plan. A representative of the Collector will attend such audit with MARR's representative.

7.2 Based on the results of the audit, if MARR determines that the Collector is not in compliance with the terms of this Agreement, the MARR Product Processing Standards, or any other program policies or guidelines mandated by the BC Major Appliances Stewardship Plan, MARR will provide direction to the Collector regarding how to remedy the deficiency. The Collector will remedy the deficiency within 90 days and provide sufficient evidence to MARR confirming that the deficiency has been remedied.

Section 8. REPRESENTATIONS AND WARRANTIES

8.1 The Collector represents and warrants to MARR that:

(a) it is an incorporated and/or an otherwise validly existing entity under the laws of British Columbia and is a corporation or other entity in good standing and qualified to carry on its operations in British Columbia, and it has the corporate power, capacity and authority to carry on its operations and to enter into and complete this Agreement;

(b) it complies, and will at all times comply, with all Applicable Law for the operation of the Collector's operations and to perform its obligations under this Agreement;

(c) it has, and will maintain at its own costs all permits, licences, regulatory approvals, authorizations and certificates required by Applicable Law for its operations and to perform its obligations under this Agreement;

(d) its employees are qualified and trained to perform the obligations of the Collector under this Agreement;

(e) its equipment is fit for the standard of care required to perform the Collector's obligations under this Agreement; and

(f) it will be responsible for and will maintain in good standing coverage as required under the *Workers Compensation Act* (British Columbia) and regulations thereto.

8.2 MARR represents and warrants to the Collector that:

(a) MARR is an incorporated and/or an otherwise validly existing business or municipality under the laws of British Columbia and is a corporation or other entity in good standing and qualified to carry on business in British Columbia. MARR has the corporate power, capacity and authority to carry on its business and to enter into and complete this Agreement;

(b) MARR complies, and will at all times comply, with all Applicable Law to perform its obligations under this Agreement;

(c) MARR and its contractors, including the ODS Contractor, have and will maintain, at no cost to the Collector, all permits, licences, regulatory approvals, authorizations and certificates required by Applicable Law to operate its business and to perform its obligations under this Agreement;

(d) MARR's employees and contractors, including the ODS Contractor, are qualified and trained to perform their obligations under this Agreement;

(e) the equipment of MARR and its contractors, including the ODS Contractor's equipment, is fit for the standard of care required to perform the obligations under this Agreement; and

(f) the ODS Contractor will develop and submit to the Collector safe work procedures to perform the obligations under this Agreement and comply with all site safety rules imposed by the Collector or its contractors while at Collection Sites; and

(g) The ODS Contractor will perform the obligations under this Agreement in a timely fashion including removal of ODS from the Program Products at Collection Sites at a frequency as determined by the Collector so not to impede with collection of Program Products or other operations and maintain a safe work environment at the Collection Sites.

Section 9. EDUCATION

9.1 The Collector will provide non-financial support towards MARR's efforts to educate the Collector's customers and the general public about the BC Major Appliances Stewardship Plan and best practices in managing major household appliances at end of life, including but not limited to, distribution of literature and posting information on the Collector's website.

9.2 MARR will work cooperatively with the Collector in undertaking such promotion and educational activities as may otherwise be reasonably requested by the Collector from time to time.

Section 10. TERMINATION

10.1 Either party may terminate the Agreement at any time for any reason upon 90 days' prior written notice to the other party.

10.2 Either party may terminate this Agreement immediately upon notice if:

(a) the other party is in breach of any of its contractual obligations pursuant to this Agreement, which such breach is irreparable (as deemed by the non-breaching party acting reasonably), or if repairable, is not remedied by the other party within 30 days after the service of written notice by the non-breaching party requiring the remedy;

(b) the party reasonably believes that the other party's performance under this Agreement is not in compliance with the Applicable Law;

(c) the other party intentionally or fraudulently makes a misrepresentation with respect to a fact or condition or in a report required pursuant to this Agreement; or

(d) the other party makes an assignment for the benefit of its creditors, is subject to bankruptcy or insolvency proceedings that are not discontinued within thirty (30) days, or a receiver is named to its property.

10.3 Without limiting the rights and remedies that either party may otherwise have at law or equity, upon the effective date of the expiration or termination of this Agreement:

(a) the Collector will cease providing the ODS Contractor with access to the Collection Sites in connection with this Agreement;

(b) within 10 days, the ODS Contractor will provide the reports and documentation to the Collector as required under Section 3.2(c) in respect of the portion of the calendar month leading up to the effective date of expiration or termination of the Agreement;

(c) the parties will follow the remaining steps and timelines for reporting and compensation as set out in Section 5.2, in respect of any compensation payable by MARR to the Collector but not previously claimed; and

(d) within thirty (30) days, each party will return to the other party or otherwise destroy, as directed by the other party, all Confidential Information received under this Agreement, provided that each party may retain one copy of all Confidential Information which has been stored electronically as part of an archival back-up system maintained in the ordinary course of business for no longer than seven years after the effective date of expiry or termination.

10.4 Notwithstanding any term of the Agreement to the contrary, the provisions hereof requiring performance or fulfilment after the expiry or termination of this Agreement will survive such expiry or termination. Without limitation to the foregoing, Section 4 (Reporting), Section 5 (Compensation), Section 10 (Termination), Section 12 (Indemnification and Liability), Section 13 (Dispute Resolution), Section 14 (Confidentiality), and Section 16 (General), and all other provisions of this Agreement necessary to give effect thereto, will survive the expiry or termination of this Agreement.

Section 11. INSURANCE

11.1 At all times during the Term, MARR will obtain and maintain, and will cause the ODS Contractor to obtain and maintain, in each case, at its sole cost and expense, insurance coverage of the types and with such limits as is reasonably required by the Collector from time to time, and which insurance coverage must include the following:

(a) comprehensive general commercial liability insurance (written on an "occurrence" basis), with a combined single limit of bodily injury including death and/or property damage in the amount of no less than $2,000,000 per occurrence and $5,000,000 in the aggregate; and

(b) worker's compensation insurance covering MARR or the ODS Contractor employees, as applicable, in compliance with Applicable Laws, with at least the minimum amount required by Applicable Laws.

11.2 MARR will ensure that the Collector is named as an additional insured under the policies evidencing the coverage in subparagraph (a), and such insurance policies will provide for the Collector to receive thirty (30) days' advance notice in writing prior to any cancellation or amendment thereof. MARR will provide, and will cause the ODS Contractor to provide, to the Collector proof of insurance certificate or similar documentation evidencing such coverage, within five (5) days of a request from the Collector therefor.

MARR will provide, and will cause the ODS Contractor to provide, a waiver of subrogation in favour of the Collector with respect to each of the foregoing insurance policies.

Section 12. INDEMNIFICATION AND LIABILITY

12.1 The Collector will indemnify, defend and hold harmless MARR and its employees, officers, directors, agents, subcontractors and customers, against any and all claims, liabilities, suits, actions, damages, costs, losses, obligations, judgments, charges, fines and expenses of any nature whatsoever (the "**Claims**") arising from:

(a) any negligent or wilful act or omission by the Collector and its employees, officers, directors, agents and subcontractors in performance of its obligations under this Agreement;

(b) any breach by the Collector of any term or condition of this Agreement,

except to the extent to which the Claims are caused by the errors, omissions, negligent acts or willful misconduct of MARR, the ODS Contractor, or any of their permitted contractors, assigns, or authorized representatives.

12.2 MARR will indemnify, defend and hold harmless the Collector and their employees, elected officials, officers, directors, agents, subcontractors and customers, against any Claims arising from:

(a) any negligent or wilful act or omission by MARR, the ODS Contractor, and their employees, officers, directors, agents and subcontractors in the performance of their obligations under this Agreement;

(b) any breach by MARR or the ODS Contractor of any term or condition of this Agreement,

except to the extent to which the Claims are caused by the errors, omissions, negligent acts or willful misconduct of the Collector or any of its permitted contractors, assigns, or authorized representatives.

12.3 Neither party will be liable under any circumstances whatsoever for any indirect, special, incidental, consequential, punitive, or exemplary damages suffered by it or others related to them resulting from this Agreement.

Section 13. DISPUTE RESOLUTION

13.1 The parties will make all reasonable attempts to resolve a dispute between them by amicable negotiations and agree to provide, on a "without prejudice" basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, both parties may agree to the appointment of a mediator upon such terms and conditions acceptable to both parties.

13.2 If the dispute has not been resolved within fifteen (15) calendar days after a mediator was appointed pursuant to Section 13.1, or within such further period agreed to by the parties, the mediator will terminate the mediated negotiations by giving a written notice to that effect.

Section 14. CONFIDENTIALITY

14.1 Any and all information provided or given by a party to the other party in connection with the performance of this Agreement that the disclosing party explicitly identifies a being confidential or proprietary at the time of disclosure, including but not limited to information about a party's business organization, financial standing, product development direction, customer information and other similar business and technical trade secret information, will be deemed to be confidential and proprietary information of such party, ("**Confidential Information**"), except that Confidential Information does not include information that is:

(a) proven to be already known to, or in possession of, the receiving party prior to receipt from the other party, except by the receiving party's wrongful act;

(b) in the public domain prior to the receiving party's receipt from the other party, or that subsequently becomes part of the public domain by publication or other form of dissemination or otherwise, except by the receiving party's wrongful act;

(c) obtained from a third party with a valid right to disclose it and no obligation of confidentiality to the party disclosing or supplying the information; or

(d) independently developed by a party without access to or use of the other party's Confidential Information, as evidenced by the party's business records.

14.2 Each party will use the other party's Confidential Information only as required to perform its obligations hereunder. Each party will not disclose or otherwise make the Confidential Information available to third parties and will safeguard and be responsible for and hold in the strictest confidence all Confidential Information as it would its own confidential information.

14.3 Either party may disclose the other party's Confidential Information as may be required to be disclosed by law, regulation or order of a competent authority, provided that, to the extent practicable in the circumstances, the receiving party provides the other party with prompt advance notice and a reasonable opportunity to challenge the process before the receiving party discloses the other party's Confidential Information. MARR acknowledges that the Collector is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and associated regulations ("**FIPPA**") and agrees that the Collector's non-disclosure obligations under this Agreement are subject to the provisions of that legislation, as the same may be amended or replaced from time to time, provided the Collector gives MARR prior written notice, if permitted by law. The parties will satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information, including without limitation FIPPA.

14.4 The provisions of this Section 14 survive the expiry or termination of this Agreement.

Section 15. FORCE MAJEURE

15.1 "**Force Majeure**" means any contingency beyond the reasonable control of the non-performing party, including acts of God, fires, floods, earthquakes, epidemic or pandemic, wars, sabotage, civil unrest, accidents, labour disputes (other than those with the employees of the party claiming Force Majeure), Applicable Law, except that lack of funds or credit will not constitute a Force Majeure.

15.2 Neither party will be responsible or liable for any delay or failure to perform due to Force Majeure if the affected party:

(a) notifies the other party as soon as practicable in the circumstances of the nature and anticipated duration of the Force Majeure Event as well as the steps it intends to take to overcome the Force Majeure event; and

(b) takes all reasonable steps to prevent and minimize the delay or failure to perform,

except that the foregoing rights and obligations will not apply to the obligation of MARR to pay compensation to the Collector when due and payable under this Agreement, unless the relevant banking institutions are no longer functioning as required.

15.3 If the Force Majeure event persists for 30 days or more, either party may, by written notice to the other party, terminate this Agreement.

Section 16. GENERAL

16.1 This Agreement and all Schedules attached hereto, which are incorporated herein by this reference, contain the entire agreement between the parties and supersede any prior agreement. Neither party will be bound by any warranty or agreement not included in this Agreement and, in particular, no warranty of a party not expressed in this Agreement will be implied. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

16.2 The legal relationship of the parties to each other will be that of independent contractor and in particular does not create a partnership, joint venture, or an employer-employee relationship between them or between MARR and the employees of Collector and of other persons rendering services to Collector. The

Collector may represent that it is a "MARR Authorized Collection Collector", but it will not represent that it is owned or in any way related to MARR. Neither party will have the right or authority to bind or obligate the other party for any purpose whatsoever. Each of the parties expressly disclaims any intention to create a partnership or joint venture.

16.3 Collector may not assign its rights and obligations under this Agreement without the prior written consent of MARR, which consent must not be unreasonably withheld. Notwithstanding the foregoing, the Collector may subcontract any or all of its obligations under this Agreement, in whole or in part, to subcontractors or agents, including the Collector's subcontractors and agents that operate the Collection Sites. No such subcontracting of any obligations will release the Collector from the obligations and liabilities imposed upon the Collector pursuant to this Agreement.

16.4 The parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary or appropriate to carry out fully the intent and purpose of this Agreement.

16.5 The failure of a party to insist on the strict performance of any terms of this Agreement, or the exercise any term, right, or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that party for the future of that term, right or remedy.

16.6 If any term, provision, condition or covenant of this Agreement, or the application thereof to any person or circumstance, will be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, will not be affected thereby, and each term, provision, condition and covenant of this Agreement will be valid and enforceable to the fullest extent permitted by law.

16.7 All notices, demands and payments required or permitted to be given must be in writing and may be delivered personally, sent by facsimile, sent by email, or by first-class prepaid registered mail to the addresses as follows:

(a) MARR:

100-4259 Canada Way
Burnaby, British Columbia
V5G 4Y2
Attention: Michael Zarbl
Email: mzarbl@marrbccollab.ca and/or operations@marrbc,ca

(i) The Collector:

Attention
email:

or to other such addresses as may from time to time be provided in writing by the parties and will be deemed to have been received (a) if delivered, at the time of delivery; (b) if given by facsimile or email, at the time of the transmission; and (c) if given by mail, on the third day after the mailing of the letter.

16.8 This Agreement will be construed under and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties attorn to the exclusive jurisdiction of the courts of British Columbia.

16.9 This Agreement may be executed in any number of counterparts, and each executed counterpart will be considered an original. All executed counterparts taken together will constitute the agreement. Counterparts may be executed either in original, faxed form or electronic transmission and the parties adopt any signature received by a receiving fax machine or contained in an electronic transmission as original signatures of the parties.

Signed this _____ day of _____, _____.

MAJOR APPLIANCE RECYCLING ROUNDTABLE

by its authorized signatory:

_____
Michael Zarbl
Executive Director

COLLECTOR

by its authorized signatory:

_____
Name of authorizing agent for Collector

_____
Signature

Schedule "A"

1. **Compensation Rates**

ODS Containing Program Products:

$4.00 per unit admin fee

Non-ODS Containing Program Products:

$4.00 per unit admin fee

2. **Transportation**

Should metal commodity values be insufficient to pay for the cost of transporting the Program Products to market, MARR will compensate Collector for the difference between transportation invoices for the major appliance portion (by weight) of any load and the price received for the metal. The weight of the major appliance portion will be determined by using the average weight of the appliances reported by the Collector to be contained in that load as determined by MARR.

3. **Collection Sites**

Balfour Transfer Station - 821 Heyland Road, Balfour, BC V0G 1C0

Burton Transfer Station - 248 Caribou Creek Road, Burton, BC V0G 1E0

Castlegar/Ootischenia Landfill - 671 Columbia Road, Castlegar, BC V1N 4K6

Crawford Bay Transfer Station - 16798 Crawford Creek Road, Crawford Bay, BC V0B 1E0

Creston Landfill – 1501 Mallory Road, Creston, BC V0B 1G2

Edgewood Transfer Station - 8855 Hwy 6, Edgewood, BC V0G 1J0

Kaslo Transfer Station - 1302 Kaslo West Road, Kaslo, BC V0G 1M0

Marblehead Transfer Station - 13825 Hwy 31, Marblehead, BC V0G 1N0

Nakusp Landfill - 1420 Hot Springs Road, Nakusp, BC V0G 1R1

Nelson/Grohman Narrows Transfer Station - 1201 Insight Drive, Nelson, BC V1L 5P5

Rosebery Transfer Station - 5250 Hwy 6, Rosebery, BC V0G 1S1

Salmo Central Landfill - 550 Emerald Mine, Salmo, BC V0G 1Z0

Slocan Transfer Station - 8875 Slocan Street, Slocan, BC V0G 0B8