



Regional District of Central Kootenay
JOINT RESOURCE RECOVERY COMMITTEE
Open Meeting Agenda

Date: Wednesday, May 15, 2024
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 PST
2:00 pm MST

Join by Meeting Link:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m428940f88b51a318422304ff95ab9cc4>

Meeting Number (access code): 2771 979 5760

Meeting Password: C5Tc2PtfPM7 (25822783 from phones)

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 PST.

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 May 15, 2024 Joint Resource Recovery meeting be adopted as circulated.

2.3 Receipt of Minutes

7 - 15

The April 17, 2024 Joint Resource Recovery minutes, have been received.

3. DIRECT AWARD CONTRACT: NELSON LEAFS RECYCLING DEPOT

16 - 21

The April 17, 2024 Committee Report prepared by Akane Norimatsu, Resource Recovery Technician, requesting Board authorization to direct award a service agreement to the Nelson Leafs to operate an Eco-Depot for the term of September 1, 2024 to August 31, 2027 with two 1 year contract extension options upon mutual agreement, has been received.

RECOMMENDATION:

[Central Sub-region]

That the Board authorize staff to direct award a contract to the Nelson Leafs Hockey Society for the operation of a Household Hazardous Waste drop-off depot, for up to \$81,240 annually to be paid from Service S187, for the period September 1, 2024 to August 31, 2027 with the possibility of two 1 year extensions upon mutual agreement;

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

4. CONTRACT AWARD: SATELLITE RECYCLING DEPOT

22 - 76

The May 15, 2024 Committee Report from Akane Norimatsu, Resource Recovery Technician, presenting the results of the Request for Proposal (RFP) and request direction to award a contract for the provision of hauling services for recyclable materials from Satellite Depots for three years (2024-2027) with an option for two 1 year extensions upon mutual agreement, has been received.

RECOMMENDATION:

[All Areas]

That the Board authorize staff to enter into a Services Agreement with Green For Life Environmental Trail with the total estimated contract value of \$342,476, with annual contract price adjustments, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in the Central and West Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement;

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

AND FURTHER, that the costs be paid from Service A117 (Central Recycling) and Service A118 (West Recycling).

RECOMMENDATION:

[All Areas]

That the Board authorize staff to enter into a Services Agreement with Green For Life Environmental Cranbrook with the total estimated contract value of \$224,503, with annual contract price adjustments, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in East Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement;

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

AND FURTHER, that the costs be paid from Service A116 (East Recycling).

5. CONTRACT AWARD: ICI RECYCLING DEPOT

77 - 200

The May 15, 2024 Committee Report from Akane Norimatsu, Resource Recovery Technician, presenting the results of the Request for Proposal issued for the collection, transport and marketing services of Industrial, Commercial and Institutional (ICI) Old Corrugated Cardboards (OCC) from 8 designated depots in the RDCK, has been received.

RECOMMENDATION:

[All Areas]

That the Board approve the RDCK enter into a contract with Waste Management of Canada Corporation for the total estimated contract value of \$228,702 for the provision of collection, transportation and marketing of Industrial, Commercial and Institutional Old Corrugated Cardboards for the term September 1, 2024 to August 31, 2026 with the possibility of three 1 year contract extensions upon mutual agreement,

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

AND FURTHER, that the funds be paid from Services A116 (East Recycling), A117 (Central Recycling), and A118 (West Recycling).

6. NAKUSP LANDFILL: OPERATION & MAINTENANCE CONTRACT AWARD

201 - 204

The April 29, 2024 Committee Report from Nathan Schilman, Environmental Technologist, seeking approval for a direct award of the Nakusp Landfill operations and maintenance contract to Arrow Lakes Aggregates Ltd. for a term of six (6) months, with an option to extend the contract month-by-month until landfilling ceases, and seeking authorization to procure a new site maintenance contract for the Nakusp transfer station following landfill closure, has been received.

RECOMMENDATION:

[Areas H and K, Village of Nakusp]

That the Board approve a direct-award contract for the Nakusp Landfill operations and maintenance with Arrow Lakes Aggregates Ltd. until December

31, 2024, with an option to extend the contract month-to-month thereafter, and that the Chair and Corporate Officer be authorized to sign necessary documents;

AND FURTHER that the costs be paid from Service S188 West Resource Recovery.

RECOMMENDATION:

[Areas H and K, Village of Nakusp]

That the Board direct staff to issue a Request for Proposal for a new site maintenance contract for the Nakusp Landfill site, to commence once landfilling operations have ceased.

7. CRESTON LANDFILL: RESIDENTIAL COOKING OIL COLLECTION PILOT PROJECT

205 - 209

The April 26, 2024 Committee Report from Heidi Bench, Resource Recovery Projects Advisor, seeking direction to establish a one-year pilot project that would allow the disposal of used cooking oil at Creston Landfill, in partnership with Leduc Biodiesel Energy who would collect and upcycle the used cooking oil, has been received.

RECOMMENDATION:

[East Sub-region]

That the Board authorize Staff to enter into a Service Agreement with Leduc Biodiesel Energy to establish a one-year cooking oil and used cooking oil upcycling pilot project at the Creston landfill.

8. NEW DENVER RECYCLING DEPOT LEASE AGREEMENT

Amy Wilson, Resource Recovery Manager, will provide a verbal report on the New Denver Recycling Depot Lease Agreement.

RECOMMENDATION:

[West Sub-region]

That the resolution #69/24 being:

That the Board authorize the renewal of the Lease Contract with the Village of New Denver for the New Denver recycling depot for the term of June 14, 2020 to June 13, 2025;

AND FURTHER, that the costs be paid from Service No. A118 – West Sub-region Recycling;

AND FURTHER, that although no rental fees are charged by the Village of New Denver, the RDCK will be responsible for utilities charges incurred.

Be amended to read:

That the Board authorize the renewal of the Lease Contract with the Village of New Denver for the New Denver recycling depot for the term of June 14, 2020 to June 13, 2025;

AND FURTHER, that the costs be paid from Service No. A118 – West Sub-region Recycling;

AND FURTHER, that although no rental fees are charged by the Village of New Denver, the RDCK will be responsible for utilities charges incurred;

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

9. GROHMAN NARROWS SITE DEVELOPMENT/EXPANSION

210 - 221

Amy Wilson, Resource Recovery Manager will provide a verbal report on the on the Grohman Narrows site expansion, including conceptual design, scope review, cost estimates, update on detailed design RFP and additional considerations for the building.

The following documents have been received:

- a. February 23, 2024 Design Brief prepared by Peter Ward, P.Eng., Ward Engineering and Land Surveying Ltd.
- b. Grohman Narrows Transfer Station Expansion - Concept Design Estimate (Edited)

10. CORRESPONDENCE FOR RECEIPT

222 - 247

The Preventing Waste in British Columbia: Non-Residential Packaging & Paper Products Discussion Paper, has been received.

11. PUBLIC TIME

The Chair will call for questions from the public and members of the media at approximately 3:45 pm.

12. IN CAMERA

12.1 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;

12.2 RECESS OF OPEN MEETING

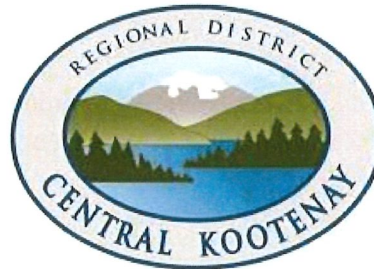
RECOMMENDATION:

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

13. ADJOURNMENT

RECOMMENDATION:

The Joint Resource Recovery Committee meeting adjourn at _____ pm.



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

A Joint Resource Recovery Committee meeting was held on Wednesday, April 17, 2024
1:00 pm through a hybrid meeting model.

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

E. Clark
N. Metz

Meeting Coordinator
Alt. Meeting Coordinator

1. WEBEX REMOTE MEETING INFO

Join by Meeting Link:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m4fa3fd7046d34894a0ef3acb5b32295a>

Meeting Number (access code): 2770 048 0346

Meeting Password: DssRXPf492 (37775973 from phones)

Join by Phone:

+1-604-449-3026 Canada Toll (Vancouver)

In-Person Meeting Location for Hybrid Meeting Model

The following location was 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

2. CALL TO ORDER & WELCOME

Director Jackman called the meeting to order at 1:00 pm.

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 April 17, 2024 Joint Resource Recovery Committee meeting be adopted, as circulated.

Carried

2.3 Receipt of Minutes

The February 14, 2024 Joint Resource Recovery Committee Minutes have been received.

**DIRECTOR
PRESENT**

Director McFaddin joined the meeting at 1:10 pm.

3. TRANSFER STATION UPGRADES: NAKUSP, ROSEBERY & SLOCAN

The April 10, 2024 Committee Report by AJ Evenson, Senior Project Manager, requesting that the contract for the Nakusp, Rosebery and Slocan Transfer Station Upgrades be awarded to North Mountain Construction Ltd., has been received.

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

That the Board approve an amendment to the 2024 Financial Plan for the West Waste Service S188 Transfer from Reserves to increase by \$799,644 and Capital Expenditures accounts to increase by the following amounts for the West Transfer Station Upgrades projects:

- Nakusp (CAP1116-100) \$311,617
- Rosebery (CAP1120-100) \$262,102
- Slocan (CAP1425-100) \$225,925

Carried

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

That the West Waste Management Subregion Refuse Disposal/Recycling Service (Nakusp & Slocan Transfer Stations) Loan Authorization Bylaw No. 2962, 2024 be read a FIRST, SECOND, and THIRD time by content.

Carried

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

That the Board authorize staff to enter into a Services Agreement with North Mountain Construction Ltd for the Nakusp, Rosebery and Slocan Transfer Station Upgrades in the amount of \$2,577,975.29 not including GST;

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

AND FURTHER, that the costs be paid from Service S188 West Sub-Region Resource Recovery.

Carried

CONFLICT OF INTEREST Director Hewat declared a conflict of interest due to her employer, Brenton Industries Ltd. having interest in the project and left the meeting at 1:24 pm.

DIRECTOR ABSENT Direct Deboon left the meeting at 1:28 pm.

4. HB TAILINGS FACILITY: EROSION CONTROL WORKS

The March 20, 2024 Committee Report from AJ Evenson, Senior Project Manager and Alayne Hamilton, Environmental Projects Lead requesting that the contract for the HB Tailings Facility 2024 Erosion Control Works be awarded to Brenton Industries Ltd., has been received.

Moved and seconded,

And resolved that it be **recommended** to the Board:

That the Board authorize staff to enter into a Services Agreement with Brenton Industries Ltd. for the HB Tailings Facility 2024 Erosion Control Works in the amount of \$87,490.84 not including GST;

AND FURTHER that the Board Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER that the costs be paid from Service S187 Central Sub-Region Resource Recovery.

Carried

DIRECTOR Director Hewat returned to the meeting at 1:44 pm.
PRESENT

5. HB TAILINGS FACILITY: ENGINEERING CONTRACT

The March 26, 2024 Committee Report from Alayne Hamilton, Environmental Project Lead, outlining a proposed insurance modification for SRK Consulting (Canada) Inc. (SRK) for the current HB Tailings Facility engineering support and Engineer-of-Record consulting services agreement, has been received.

Moved and seconded,

And resolved that it be **recommended** to the Board:

That the Board accept the insurance deductible modification for SRK Consulting (Canada) Ltd.'s Professional Errors and Omissions Liability insurance to increase the deductible from \$50,000 to \$500,000;

AND FURTHER, that the Board also accept the modification to the Professional Errors and Omissions Liability coverage to reduce the in aggregate amount from \$10,000,000 to \$5,000,000.

Carried

DIRECTOR Direct Deboon returned to the meeting at 1:47 pm.
PRESENT

DIRECTOR Director Davidoff left the meeting at 1:50 pm.
ABSENT

6. RESOURCE RECOVERY FACILITIES: NOXIOUS WEED TREATMENT OPTIONS

The March 5, 2024 Committee Report from Nathan Schilman, Environmental Technologist, presenting the management options and recommendations provided by the Central Kootenay Invasive Species Society (CKISS) for invasive plant management at the HB Tailings site and Resource Recovery facilities in 2024, has been received.

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

That the Board authorize Staff to proceed with Central Kootenay Invasive Species Society’s 2024 Option #1 (Recommended) treatment options for all sites, which involves the use of herbicides and/or mechanical treatments to control invasive species dependent on site specific conditions.

Carried

RECESS Meeting recessed for a break from 2:28 pm to 2:50 pm.

DIRECTOR Director Main left the meeting at 2:37 pm.
ABSENT

7. LANDFILL GAS FEASIBILITY STUDY UPDATE

The March 20, 2024 Committee Report from Heidi Bench, Resource Recovery Projects Advisor, providing an update regarding landfill gas management feasibility study funding opportunities and to seek direction to apply for a Green Municipal Fund business case grant through the Federation of Canadian Municipalities, has been received.

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

That the Board authorize Staff to apply for an Organic Waste-to-Energy business case grant from the Green Municipal Fund to assess viable waste-to-energy systems and business models for Creston and Ootischenia landfills;

AND FURTHER, that the balance of funding for this study, up to a maximum of \$7,000, be covered by Local Government Climate Action Program funding in Service 100 – General Administration, should the grant application be successful.

Carried

8. ROLL-OFF BIN PURCHASES

The April 9, 2024 Committee Report from Larry Brown, Resource Recovery Operations Supervisor, seeking authorization to purchase six roll off bins for the collection and transport of waste from transfers station to the Ootischenia Landfill, Nakusp Landfill and Creston Landfill, has been received.

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

That the Board authorize staff to purchase six roll off bins from Fusion West Manufacturing up to a total cost of \$103,445 (excluding GST) with the bins and cost to be evenly split by the West Resource Recovery Service S188 and Central Resource Recovery Service S187 and East Resource Recovery Service S186, Capital Expenditures;

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

Carried

9. KOKANEE CREEK MARINA RECYCLING DEPOT

The April 17, 2024 Committee Report from Akane Norimatsu, Resource Recovery Technician, presenting an update on the change of ownership of Kokanee Creek Marina Recycling Depot and obtain direction from the Joint Resource Recovery Committee for future operation of this depot, has been received.

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

That resolution #57/24 being:

That the Board direct staff not to enter into a Lease Agreement with Kokanee Creek Marine Ltd. for the lease of lands associated with the Kokanee Creek Marina Recycling Depot and permanently close the Kokanee Creek Marina Recycling Depot effective May 31, 2024.

Be amended to read:

That the Board authorize staff to extend the Lease Agreement with Kokanee Creek Marine Ltd. for the lease of lands associated with the Kokanee Creek Marina Recycling Depot until July 31, 2024.

Carried

10. 2023 RCBC SUMMARY REPORT

The RCBC Information Services Report 2023 Summary - British Columbia prepared by the Recycling Council of British Columbia, has been received.

Akane Norimatsu, Resource Recovery Technician, provided a verbal report on the 2023 Recycling Council of British Columbia Summary Report.

DIRECTOR Director Page left the meeting at 3:32 pm.
ABSENT

DIRECTOR Director Newell left the meeting at 3:36 pm.
ABSENT

11. PUBLIC TIME

The Chair called for questions from the public and members of the media 3:40 pm PST /4:40 pm MST.


12. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourn at 3:41 pm PST / 4:41 pm MST.

Carried

CERTIFIED CORRECT



Director G. Jackman, Chair

April 17, 2024

Joint Resource Recovery Committee meeting

BOARD RESOLUTIONS AS ADOPTED AT THE APRIL 17, 2024 JOINT RESOURCE RECOVERY COMMITTEE MEETING

RECOMMENDATION #1

That the Board approve an amendment to the 2024 Financial Plan for the West Waste Service S188 Transfer from Reserves to increase by \$799,644 and Capital Expenditures accounts to increase by the following amounts for the West Transfer Station Upgrades projects:

- Nakusp (CAP1116-100) \$311,617
- Rosebery (CAP1120-100) \$262,102
- Slocan (CAP1425-100) \$225,925

RECOMMENDATION #2

That the West Waste Management Subregion Refuse Disposal/Recycling Service (Nakusp & Slocan Transfer Stations) Loan Authorization Bylaw No. 2962, 2024 be read a FIRST, SECOND, and THIRD time by content.

RECOMMENDATION #3

That the Board authorize staff to enter into a Services Agreement with North Mountain Construction Ltd for the Nakusp, Rosebery and Slocan Transfer Station Upgrades in the amount of \$2,577,975.29 not including GST;

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

AND FURTHER, that the costs be paid from Service S188 West Sub-Region Resource Recovery.

RECOMMENDATION #4

That the Board authorize staff to enter into a Services Agreement with Brenton Industries Ltd. for the HB Tailings Facility 2024 Erosion Control Works in the amount of \$87,490.84 not including GST;

AND FURTHER that the Board Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER that the costs be paid from Service S187 Central Sub-Region Resource Recovery.

RECOMMENDATION #5

That the Board accept the insurance deductible modification for SRK Consulting (Canada) Ltd.'s Professional Errors and Omissions Liability insurance to increase the deductible from \$50,000 to \$500,000;

AND FURTHER, that the Board also accept the modification to the Professional Errors and Omissions Liability coverage to reduce the in aggregate amount from \$10,000,000 to \$5,000,000.

RECOMMENDATION #6

That the Board authorize Staff to proceed with Central Kootenay Invasive Species Society's 2024 Option #1 (Recommended) treatment options for all sites, which involves the use of herbicides and/or mechanical

treatments to control invasive species dependent on site specific conditions.

RECOMMENDATION #7

That the Board authorize Staff to apply for an Organic Waste-to-Energy business case grant from the Green Municipal Fund to assess viable waste-to-energy systems and business models for Creston and Ootischenia landfills;

AND FURTHER, that the balance of funding for this study, up to a maximum of \$7,000, be covered by Local Government Climate Action Program funding in Service 100 – General Administration, should the grant application be successful.

RECOMMENDATION #8

That the Board authorize staff to purchase six roll off bins from Fusion West Manufacturing up to a total cost of \$103,445 (excluding GST) with the bins and cost to be evenly split by the West Resource Recovery Service S188 and Central Resource Recovery Service S187 and East Resource Recovery Service S186, Capital Expenditures;

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

RECOMMENDATION #9

That resolution #57/24 being:

That the Board direct staff not to enter into a Lease Agreement with Kokanee Creek Marine Ltd. for the lease of lands associated with the Kokanee Creek Marina Recycling Depot and permanently close the Kokanee Creek Marina Recycling Depot effective May 31, 2024.

Be amended to read:

That the Board authorize staff to extend the Lease Agreement with Kokanee Creek Marine Ltd. for the lease of lands associated with the Kokanee Creek Marina Recycling Depot until July 31, 2024.



Committee Report

Date of Report: May 10, 2024
Date & Type of Meeting: May 15, 2024, Joint Resource Recovery Committee
Author: Akane Norimatsu, Resource Recovery Technician
Subject: DIRECT CONTRACT AWARD TO NELSON LEAFS RECYCLING DEPOT
File: 12-6240-20
Electoral Area/Municipality: Central Sub-Region

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to request Board authorization to direct award a new Service Agreement to the Nelson Leafs Hockey Society for the operation of the Nelson Leafs Recycling Centre for the term starting on September 1, 2024 to August 31, 2027 with two 1 year contract extension options upon mutual agreement.

SECTION 2: BACKGROUND/ANALYSIS

The Nelson Leafs Hockey Society (the Leafs) has operated the recycling facility for the collection of refundable beverage containers, small electronics, used paints and other materials covered under the Extended Producer Responsibility (EPR) programs for the communities surrounding Nelson for many years. Since 2019, the Leafs and the RDCK have formed a collection partnership for the expansion to accept household hazardous waste (HHW) that were previously only accepted during annual HHW round-up events hosted by the RDCK. This includes, used motor oil, antifreeze and other HHW materials that are currently not included in Recycling Regulation, thus NOT covered by any EPR programs (NON-EPR HHW).

The Board passed the following resolution at their August 15, 2019 open regular meeting:

#596/19 That the Board approve the RDCK entering into a Service agreement with the Nelson Leafs Hockey Society for the operation of a Household Hazardous Waste drop-off depot, for up to \$71,360 annually to be paid from Service S187, for a period of three years with the option to renew for two one year periods;

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

As directed by the Board, the RDCK entered into a Goods and Service Agreement for the provision of year-round NON-EPR HHW collection services with the Leafs on September 1, 2019 for a three year contract with the option of two 1 year extensions with mutual agreement. The RDCK has extended the Service Agreement twice and the most recent executed agreement will expire on August 31, 2024.

The RDCK pays for the disposal costs associated with Non-EPR HHW along with annual contributions towards the Leafs up to \$71,360, which is included in Central Sub-Region Resource Recovery Financial Budget S187. All of the disposal costs associated with the EPR allowable HHW are covered by the EPR agencies.

Since Nelson Leafs Recycling Centre (the Depot) launched as a year-round full time HHW collection depot in 2019, the volume of each accepted material brought to the facility has been increasing every year. Table 1 below

demonstrates the increase in the annual volume of each EPR covered item and NON-EPR HHW item brought to the Depot since 2019.

Table 1: Materials collected at the Nelson leaves recycling center

EPR Programs	Collected Materials	2019 HHW Event	Oct 2019 - April 2020 Depot	May 2020 - April 2021 Depot	May 2021 - April 2022 Depot	May 2022 - April 2023 Depot
BCUOMA	Used Motor Oil	2,615 litres (at HHW Event)	10,600 litres	16,200 litres	20,400 litres	23,700 litres
HHW	NON-EPR HHW Materials	11,960 litres (at HHW event)	26,300 litres	41,005 litres	41,960 litres	34,555 litres
Encorp	E-waste	Data N/A	Data N/A	105.3 tons	108.2 tons	109.4 tons
Call2Recycle	Batteries	Data N/A	Data N/A	3.5 tons	3.8 tons	4 tons
Product Care	Paint	Data N/A	Data N/A	25,220 cans	22,100 cans	20,000 cans

In 2023, \$162,265 was allocated in S187-Central Resource Recovery for both the contribution to the Leafs’ operations and disposal expenses for the NON-EPR HHW collected at the Leafs. The total costs projected was \$153,445 in 2023, which was 5.4% below the allocated budget. GFL is currently the contractor for the provision of the collection, transportation and disposal services to the Leafs, however the RFP for this service will be issued mid-2024 to seek proponents and award a new contract. This procurement process may lead to a change in disposal expenses.

The Leafs have expressed their willingness to continue the partnership with the RDCK for the next 5 years with a request to amend the contract value due to increased expenses, including an increase in minimum wage from \$16.75 to \$17.40 on June 1, 2024 (the minimum wage was \$13.85 in 2019 when the original contract was executed). The Leafs propose their services for an annual cost of \$81,240, which is around 13.85% increase from the contract initiation 5 years ago.

The Leafs depot is well known in the community as a year-round Eco-Depot, which accepts most of EPR related items including HHW as well as NON-EPR HHW. Traffic count data show that the number of users at the Leafs has been increasing since the launch of the program, as shown below:

- May 2020 - April 2021 : 25,292
- May 2021 - April 2022 : 29,374
- May 2022 – April 2023 : 31,439

The Leafs were awarded by Interchange Recycling for the ‘Most Improved Award’ in 2021 for the recognition of their endeavor to increase the collection rates. Moreover, Call2Recycle recognized the Leafs for ‘Leader in Sustainability Award 2022’ for the collection of over 8,868 kilograms of batteries through their recycling program.

It has been demonstrated that there may be a challenge in financing Eco-Depot operations without securing contracts with multiple EPR programs, especially those that have relatively higher incentive rates, such as Encorp Pacific. The Leafs has been operating as a collection partner of Encorp Pacific for the collection of refundable beverage containers since 1982. Further, recent regulation set out by the Ministry of Environment and Climate Change Strategy (MoECCS) states that all facilities that collect Moderate Risk Waste as well as other categories

such as e-waste and NON-EPR HHW must meet required criteria and register as a Return Collection Facility (RCF). The Leafs has already been approved and registered by the MoECCS as RCF and proven that they have met all of the regulations.

Staff recommend direct awarding a new 3 year contract (with options to extend) to the Nelson Leafs Hockey Society using the same terms and conditions from the existing contract with adjustment to the contract value as described below.

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

Table 2 below is the breakdown of the annual contribution rate that the RDCK currently provide to the Leafs (included in Schedule B: Contract Payment Terms in the current contract with the Leafs) and the breakdown of proposed contribution rates for the new contract.

Table 2: The breakdown of the annual operating expenses contribution from the RDCK

Annual Operating Expenses	2019-2023	2024-2027
Staff Salaries (up to maximum amount shown)		
Subtotal Salary Contribution	\$30,960	\$39,600
Other Project Costs		
Portion of property rent	\$2,400	\$2,820
Portion of overhead expenses	\$2,400	\$2,820
Fee for service	\$30,000	\$30,000
Environmental Insurance	\$5,600	\$6,000
Subtotal Other Project Costs	\$40,400	\$41,640
Total Annual Operating Expenses	\$71,360	\$81,240

In 2023, \$153,445 was projected in the RDCK Financial Plan for Service S187-Central Waste for the operation of the Leaf’s operation including the Leafs’ contract and the disposal costs of the NON-EPR HHW. It was estimated that 51% of the total budget was for the Leafs’ contract. In 2024, \$161,117 is allocated towards the total cost of the Nelson depot operation. The disposal costs may differ depending on the volume collected at the Leafs. Based on the previous allocation, 51% of the total allocated budget in 2024 is \$82,170. The Leafs requested annual contract value of \$81,240 is within the budget allocated in 2024.

Table 3 below shows the summary of HHW events and Leafs annual costs and volume collected from each event/the Depot as well as the cost per tonne in 2021 and 2022. As it is clearly indicated in Table 3, the annual costs for the Depot are much higher compared to that of HHW in each sub-region, however the volume of HHW collected from the Depot were also significantly larger in both years, which resulted in much lower costs per tonne.

Table 3: Summary of HHW events/Leafs: comparison of cost per tonne between HHW events and the Leafs

Sub-Region	Expenses	2021 Annual HHW costs	2021 HHW Volume collected (t)**	2021 Average cost per tonne	2022 Annual HHW cost	2022 HHW Volume collected (t)**	2022 Average cost per tonne
East	HHW Event (1)*	\$ 27,751	5.90	\$ 4,703	\$ 39,436	6.85	\$ 5,757
West	HHW Events (3)*	\$ 58,606	14.32	\$ 4,093	\$ 59,597	8.99	\$ 6,628
Central	HHW Events (2)*	\$ 15,733	1.76	\$ 8,951	\$ 40,734	3.61	\$ 11,285
Central	Leafs Depot	\$ 154,300	171.58	\$ 899	\$ 155,695	172.56	\$ 902
Total		\$ 256,389	193.6	\$ 1,325***	\$ 196,429	192	\$ 1,023***

*() shows the number of events in each sub-region

**conservative estimate as this does not include paint cans

*** shows average cost per tonne

These results demonstrated that operating a year-round Eco-Depot will contribute largely in diverting much more significant volume of HHW from landfill(s) and it is much more cost efficient approach to the RDCK despite of the higher annual costs.

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

The Leafs must comply with all applicable municipal, provincial and federal legislation and regulations and obtain all permits and licenses required for the operation of their services at the depot.

3.3 Environmental Considerations

The Depot is the only year-round Eco-Depot operating in the RDCK with expanded services to accept not only refundable beverage cans and containers, but also small electronics, light bulbs and fixtures, paint and paint related items, waste oils and filters, antifreeze as well as other EPR covered and NON-EPR covered HHW materials. The services that the Depot provides is important for the RDCK to be able to achieve the reduction of RDCK's per capital disposal rate from 490 kg per capita to 350 kg per capita. Moreover, the provision of free of charge disposal/recycling options of HHW materials year-round will discourage illegal dumping and mixing with other household waste. Some HHW as well as batteries and cylinders can cause significant hazards to the operators and it could potentially cause devastating consequences such as landfill fires, injuries and/or death.

3.4 Social Considerations:

The Depot will not only serve as an Eco-Depot, but also as an educational hub for the local residents to learn more about the items that should not go into landfills. The Leafs staff continuously educate the public regarding the accepted and not accepted items, providing the essential role as front line educators to enhance the knowledge and awareness of the residents in the RDCK.

3.5 Economic Considerations:

The Leafs are a registered society and support local initiatives including the Nelson Leafs Hockey team as well as Kootenay Lake Hospital Foundation.

3.6 Communication Considerations:

None at this time.

3.7 Staffing/Departmental Workplace Considerations:

The Resource Recovery Technician will remain the contract lead for the HHW collection including the annual round up events and depot(s)

3.8 Board Strategic Plan/Priorities Considerations:

It is included in the Board Strategic Plan 2023-2026 that the RDCK continue to invest in sustainable, cost-effective waste diversion programs for our residents. The Board Strategic plans also states that the RDCK will partner with the public to reduce waste through education and information and manage taxation by responding to residents' needs and prioritizing projects.

SECTION 4: OPTIONS & PROS / CONS

OPTION 1: That the Board authorize staff to direct award a contract to the Nelson Leafs Hockey Society for the operation of a Household Hazardous Waste drop-off depot for the period September 1, 2024 to August 31, 2027 with the possibility of two 1 year extensions upon mutual agreement up to \$81,240 annually for a total contract cost of \$243,720; AND FURTHER that Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER that the funds to be paid from Service S187.

PROS:

- The Nelson Leafs is a well-established Eco-Depot which is well recognized and awarded for their endeavors to strive to be the leader of the recycling hub for the community in the RDCK.
- The Nelson Leafs is operated year-round and it has established relationships with a wide variety of EPR programs.
- The Nelson Leafs proposed annual operational expenses are within the allocated budget in S187.
- The Nelson Leafs depot is a cost efficient service and results in higher HHW diversion compared to hosting annual HHW events.

CONS:

- The total annual costs associated with the Nelson Leafs is higher than hosting annual HHW events.
- There may be more vendors in the communities who will be able to provide similar services.

OPTION 2: That the Board not approve direct award the three year contract in the amount of up to \$81,240 annually, to the Nelson Leafs Hockey Society and the Board direct staff to prepare a Request for Proposal (RFP) for the procurement of a contractor for operation of a Household Hazardous Waste drop-off depot.

PROS:

- There may be other vendors able to provide similar services for competitive prices.
- A new location may have better access to residents of the Central Sub-Region.

CONS:

- A procurement may not result in any other bids.
- The Nelson Leafs would retain their agreements with EPR programs and should an alternate HHW collection provider be selected residents would then have to visit multiple locations for deposit of diversion materials.

SECTION 5: RECOMMENDATIONS

That the Board authorize staff to direct award a contract to the Nelson Leafs Hockey Society for the operation of a Household Hazardous Waste drop-off depot, for up to \$81,240 annually to be paid from Service S187, for the period September 1, 2024 to August 31, 2027 with the possibility of two 1 year extensions upon mutual agreement; AND FURTHER that Chair and Corporate Officer be authorized to sign the necessary documents.

Respectfully submitted,

Akane Norimatsu-Resource Recovery Technician

CONCURRENCE

General Manager of Environmental Service - Uli Wolf
Resource Recovery Manager - Amy Wilson

ATTACHMENTS: NONE



Committee Report

Date of Report: May 09, 2024
Date & Type of Meeting: May 15, 2024, Joint Resource Recovery Committee
Author: Akane Norimatsu, Resource Recovery Technician
Subject: SATELLITE DEPOT HAULING RFP CONTRACTOR RESULTS
File: 06-2230-10-2023-230
Electoral Area/Municipality Entire RDCK

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present the results of the Request for Proposal (RFP) and request direction to award a contract for the provision of hauling services for recyclable materials from Satellite Depots for three years (2024-2027) with an option for two 1 year extensions upon mutual agreement.

SECTION 2: BACKGROUND/ANALYSIS

The RDCK has been operating 22 recycling depots throughout the RDCK boundaries. Of these 12 are considered Core Depots by Recycle BC and the RDCK established the other 10 as Satellite Depots which are solely funded by the RDCK to expand the service level for rural communities.

Green For Life Environmental (GFL) Trail was awarded a contract for the provision of hauling services of 3 accepted PPP categories for Central and West sub-Regions in 2020. GFL Cranbrook was also awarded a contract to service Satellite Depots in East sub-Region. The term for both contracts was June 15, 2020 to May 31, 2022 with two 1 year contract extension options. The RDCK extended the contracts with both GFL trail and GFL Cranbrook in 2022 and 2023, and will be extended again on May 31, 2024 for a 3 month period to allow more time for the procurement of new contracts. The current contracts will be expiring on August 31, 2024.

The RFP No. 2023-230-ENV, *Satellite Recycling Depots: RBC Material Collection & Transportation Services 2024-2027* was issued on February 22, 2024 to seek proposals from contractors for the provision of hauling services from each Satellite depot from September 1, 2024 till August 31, 2027 with options to extend for two 1 year periods upon mutual agreement.

Staff received proposals from Green For Life Environmental (GFL) and TIP-IT Waste Solutions (Tip-It). An analysis was performed on the proposals, which included a weighted evaluation criteria with result of the analysis as follows:

Table 1: Evaluation of RFP 2023-230-ENV

Evaluation Criteria	GFL	Tip-It
Mandatory Criteria	Pass	FAIL
Qualification. Experience and Resources	26/30	0/30
Risk Management	6/10	0/10
Availability	15/15	0/15

Evaluation Criteria	GFL	Tip-It
Pricing	35/35	0/35
Environmental Attributes	5/5	0/5
Others	0/5	0/5
Total Points	87/100	0/100

Unfortunately, Tip-It Waste failed to provide a Bid Bond with their proposal, which resulted in a rejected bid. As a result, GFL was the only successful proponent to bid for this proposal. GFL Trail has proposed to service all of Satellite depots in Central and West Sub-Regions and GFL Cranbrook has proposed to service all of Satellite depots in East Sub-Region.

GFL has been the collection partner for Recycle BC servicing Core Recycling Depots in the RDCK since 2020. GFL has been the collection partner for Recycle BC servicing Core Recycling Depots in the RDCK since 2020. With the continuous efforts made by both parties, GFL and the RDCK have streamlined the service and communication system more effectively and achieved to eliminate service interruptions from each depot on a daily basis.

Currently the RDCK is charged by the GFL Trail per trip their drivers made to each depot (Per service charge) and GFL Cranbrook is charging based on the number of Super Sacks that their driver hauled from each depot (Per Super Sack charge). It was found that remote depots in Central and West sub-Regions were incurring high costs as accessing remote locations is more expensive and remote depots do not collect as large volume as busy depots such as Grohman Narrows. Therefore, this RFP was specifically designed to ask proponents to propose the price per Super Sack to potentially reduce the overall costs. In this RFP, the RDCK also inquired if removing the Glass category from Satellite Depots would result in a cost reduction as it is understood to require additional equipment and/or extra staff. GFL proposed that no discount will be made for the cost per Super Sack by removing the Glass hauling services.

Table 2 below shows the Total Annual Price and Total Contract Price (2024-2027) proposed by GFL.

Table 2: Total Annual Price and Total Contract Price for GFL

	GFL
Total Annual Price	\$181,639
Total Contract Price	\$544,918

Considering the Board had directed staff to close Kokanee Creek Marina Recycling Depot (Kokanee) in February 2024, this RFP did not include servicing Kokanee in the scope. The total costs for the hauling services for all of Satellite Depots in 2023 was \$143,726, without the operational costs for Kokanee Creek Marina Recycling Depot (\$19,301/annual). As a result, it was found that the proposed Total Annual Price from GFL is a 26.3% increase. GFL also emphasized in their proposal that the prices will be recalculated on each anniversary date with no negative CPI to be used in the price adjustment indices.

Due to the reasons above, Staff reached out to GFL to inquire about the reasons for the cost increase and determine if it was resulting from the pricing structure change (from per Service to per Super Sack). GFL expressed that general cost increases have brought up the pricing for their services. GFL proposed an alternative annual pricing of \$175,296 which is 3.5% (-\$6343.08) decrease from the prices that were originally proposed in the RFP. However, GFL has also proposed to adopt a set 4% annual price increase to be included for the rest of the contract term, which will increase the total contract price to be \$547,204 (year 1: \$175,296, Year 2: \$182,308 and Year 3: \$189,600) with an increased price for West sub-Region from the originally proposed prices. A set 4%

annual price increase can benefit the RDCK if the CPI for the Transportation Industry in BC significantly increases in the next few years, however if the CPI of the Transportation Industry in BC goes below 4% the RDCK would be locked into a higher rate.

Both of GFL’s proposed pricing fit within budgets allocated in Services A116 (Central), A118 (West) and A116 (East) for this service. GFL’s alternative pricing schedule for year one of the contract would be less than the original pricing for the Central and East SubRegions, but higher for the West SubRegion. Future years of the contract could vary in comparison depending on the difference of the CPI for Transportation Industry in BC and GFL’s proposed set rate of 4%.

Staff recommend that the Board award the contract to GFL with the total estimated contract value \$544,918 for the provision of Recycle BC Material Collection and Transportation Services at Satellite Recycling Depots for the period of September 1, 2024 to August 31, 2027 with the possibility of two 1 year contract extensions.

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

Table 3 below shows the contract values in the RDCK Financial Plan for Services S187 (Central), S188 (West) and S188 (East) and the total annual and total contract prices proposed from GFL. The estimated prices are calculated based on the volumes collected from each depot in 2023, and it should be noted that future volumes are subject to variation. Further, GFL has also proposed the price for Kokanee Creek Marina Recycling Depot which is \$ 50 plus GST per super sack. However, as the future operation of Kokanee Creek Marina Recycling is yet to be determined, it will not be included in the Table 3.

Table 3: Comparison of GFL’s original pricing schedule and alternative pricing schedule

	GFL original pricing (per Super Sack)	Monthly lifts	GFL original pricing (Annual Total)	GFL alternative pricing (Per Super sack)	Monthly lifts	GFL alternative pricing (Annual Total)
Central Sub-Region						
Marblehead	\$67	23	\$18,475	\$57	23	\$15,713
Grohman Narrows	\$52	85	\$53,417	\$57	85	\$58,069
Yimr	\$67	23	\$18,357	\$57	19	\$12,980
Central Annual Total			\$90,250			\$86,761
West Sub-Region						
Winlaw	\$54	15	\$9,731	\$57	15	\$10,247
Burton	\$54	15	\$9,731	\$57	15	\$10,247
West Annual Total			\$19,462			\$20,495
East Sub-Region						
Boswell	\$37	17	\$7,548	\$35	17	\$7,140
Riondel	\$37	18	\$7,992	\$35	18	\$7,560
Creston Landfill	\$37	123	\$54,612	\$35	123	\$51,660
Yahk	\$37	4	\$1,776	\$35	4	\$1,680
East Annual Total			\$71,928			\$68,040
Grand Total			\$181,639			\$175,296
Total Contract Value			\$566,979*			\$547,204**

*Annual increase based on CPI (estimated at 4%, but subject to variation)

**Fixed 4% annual increase

Table 4: RDCK RR Budget allocation and proposed total annual and contract prices from GFL

	Recycling Budget 2024	GFL original prices	GFL alternate prices
Total Annual Cost	\$184,696	\$181,639	\$175,296
Central	\$91,077	\$90,250	\$86,761
West	\$30,645	\$19,462	\$20,495
East	\$62,974	\$71,928	\$68,040
Total Contract Cost	\$606,103	\$566,979*	\$547,204**
Central	\$296,457	\$281,724	\$270,832
West	\$99,747	\$60,752	\$63,978
East	\$209,899	\$224,503	\$212,394

*Annual increase based on CPI (estimated at 4%, but subject to variation)

**Fixed 4% annual increase

As Table 4 above indicates, both of GFL’s total annual prices will be under the allocated budget in 2024 for each sub-Region and are expected to stay within budget over the total contract period.

The alternate prices are approximately 3.5 % lower than the original prices (-\$6343), and may result in a lower Total Contract Price for the first year. However, the alternate prices start off with (minimally) higher per Super Sack costs for the West SubRegion and may result in higher Total Contract Cost if CPI is lower than 4%.

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

Not Applicable

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:

Not Applicable

3.8 Board Strategic Plan/Priorities Considerations:

It is included in the *Board Strategic Plan 2023-2026* that the Regional District of Central Kootenay continue to invest in sustainable, cost-effective waste diversion programs for our residents.

SECTION 4: OPTIONS & PROS / CONS

OPTION 1a: That the Board approve the RDCK enter into a contract with Green For Life Environmental Trail with the total estimated contract value \$342,476, with annual contract price adjustments, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in Central and West Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement with the funds to be paid from A117 (Central Recycling) and A118 (West Recycling); AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

PROS:

- GFL has already established a service efficiency in the RDCK depots and continuing the current services will be beneficial to the RDCK than establishing the whole new service flow as well as communication systems with other contractors.
- GFL will continue to service Core depots as RBC's primary post-collection contractor, and having the same contractor for Satellite Depots will make the services more streamlined and will be easier to oversee.
- Individual depot cost per Super Sack reflects the cost to service each location.
- Annual contract price adjustments are reflective of actual inflation and may be lower than 4%.

CONS:

- Costs per Super Sack are higher for Central and East depots than proposed with alternate pricing.

OPTION 1b: That the Board approve the RDCK enter into a contract with Green For Life Environmental Cranbrook with the total estimated contract value \$224,503, with annual contract price adjustments, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in East Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement with the funds to be paid from A116 (East Recycling); AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

PROS:

- GFL has already established a service efficiency in the RDCK depots and continuing the current services will be beneficial to the RDCK than establishing the whole new service flow as well as communication systems with other contractors.
- GFL will continue to service Core depots as RBC's primary post-collection contractor, and having the same contractor for Satellite Depots will make the services more streamlined and will be easier to oversee.
- Individual depot cost per Super Sack reflects the cost to service each location.
- Annual contract price adjustments are reflective of actual inflation and may be lower than 4%.

CONS:

- Costs per Super Sack are higher for Central and East depots than proposed with alternate pricing.

OPTION 2a: That the Board approve the RDCK enter into a contract with Green For Life Environmental Trail with the total estimated contract value \$334,810, with 4% fixed annual increase, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in Central and West Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement

with the funds to be paid from A117 (Central Recycling) and A118 (West Recycling); AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

PROS:

- The alternative prices proposed by GFL trail will be cheaper than the original prices.
- The alternative prices will bring down the costs for Central Sub-Region.
- Fixed 4% annual increase in prices will benefit the RDCK if the CPI for the Transportation Services in BC is 4%.
- The annual and total contract prices will be paid within the allocated budgets.

CONS:

- The alternative prices will increase the costs for West Sub-Region.
- Fixed 4% annual increase in prices may result in higher costs to the RDCK when the CPI of Transportation Services in BC is lower than 4%.

OPTION 2b: That the Board approve the RDCK enter into a contract with Green For Life Environmental Cranbrook with the total estimated contract value \$212,394, with 4% fixed annual increase, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in East Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement with the funds to be paid from A116 (East Recycling); AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

PROS:

- The alternative prices proposed by GFL cranbrook will be cheaper than the original prices.
- The alternative prices will bring down the costs for East Sub-Regions.
- Fixed 4% annual increase in prices will benefit the RDCK if the CPI for the Transportation Services in BC is 4%.
- The annual and total contract prices will be paid within the allocated budgets.

CONS:

- Fixed 4% annual increase in prices may result in higher costs to the RDCK when the CPI of Transportation Services in BC is lower than 4%.

SECTION 5: RECOMMENDATIONS

RECOMMENDATION #1:

That the Board authorize staff to enter into a Services Agreement with Green For Life Environmental Trail with the total estimated contract value of \$342,476, with annual contract price adjustments, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in the Central and West Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement;

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

AND FURTHER, that the costs be paid from Service A117 (Central Recycling) and Service A118 (West Recycling).

RECOMMENDATION #2:

That the Board authorize staff to enter into a Services Agreement with Green For Life Environmental Cranbrook with the total estimated contract value of \$224,503, with annual contract price adjustments, for the provision of Recycle BC Program Material Collection and Transportation Services at Satellite Recycling Depots in East Sub-Regions for the period of September 1, 2024 to August 31, 2027, with the possibility of two 1 year contract extensions upon mutual agreement;

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

AND FURTHER, that the costs be paid from Service A116 (East Recycling).

Respectfully submitted,

Akane Norimatsu-Resource Recovery Technician

CONCURRENCE

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

ATTACHMENTS:

Attachment A: Proposal submitted by GFL Environmental Ltd. (no pricing schedule)

Attachment B: [Draft Services Agreement](#)



Request For Proposal

2023-230-ENV

**Satellite Recycling Depots: Recycle BC
Material Collection and Transportation
Services 2024-2027**

Submission Deadline: March 18, 2024 at 2:00 PM PST

Prepared for:

Regional District of Central Kootenay

Attn: Akane Norimatsu

Resource Recovery Technician

E. anorimatsu@rdck.bc.ca

Prepared by:

GFL Environmental Inc.

Harpreet Parhar

General Manager

34613 Vye Road

Abbotsford, BC V2S 8J7

T. (604) 823-2116

E. hparhar@gflenv.com

Tyler Anderson

General Manager

1425 Industrial Road #2

Cranbrook, BC V1C 5X5

T. (250) 417-3607

E. tyler.anderson@gflenv.com

CONFIDENTIALITY NOTICE:

"This submission is being supplied in confidence and contains trade secrets, scientific, technical, commercial, financial and/or labour relations information for the purposes of the exemption from disclosure provided in the applicable municipal, provincial and federal privacy legislation. The submission includes information that, if disclosed, can reasonably be expected to significantly harm GFL Environmental Inc.'s competitive position and cause it undue loss."



March 18, 2024

Attn: Akane Norimatsu, Resource Recovery Technician

RE: RFP No: 2023-230-ENV, Satellite Recycling Depots: Recycle BC Material Collection and Transportation Services 2024-2027

As the incumbent, Green For Life (GFL) Environmental Inc. brings a wealth of experience and a proven track record with the Satellite Recycling Depots: Recycle BC Material Collection and Transportation Services. We are pleased to present the Regional District of Central Kootenay (RDCK) with a Proposal for RFP NO: 2023-230-ENV.

GFL, a Canadian company and North America's fourth largest diversified environmental services company, takes pride in its reputation within the waste, recycling, and organics collections industry. Our unwavering commitment to collaborating with our partners to offer efficient, safe, and cost-effective solutions that adapt to the evolving marketplace is a testament to our dedication to the goals of our customers like you.

A few key highlights:

- GFL owns all the equipment used for the upcoming Contract.
- The key to our business lies in the diversity of our services, and our unique ability to deliver one-stop integrated solutions from a single efficient company by eliminating the need for third-party providers.
- There will be no subcontractors used to complete the services.
- Environmental Sustainability is a core value at GFL. As a provider of environmental solutions, we are uniquely positioned to help our customers and the communities we serve reduce their own carbon footprint with the waste diversion and reuse services and products, such as recycling, material recovery, composting, and landfill gas capture and utilization.

Two divisions of GFL will carry out the services requested in this RFP.

GFL Environmental
1425 Industrial Road #2
Cranbrook, BC V1C 5X5
Tyler Anderson – General Manager
(250) 417-3607 Email: tyler.anderson@gflenv.com
(East Sub-Region)

GFL Environmental
34613 Vye Road
Abbotsford, BC V2S 8J7
Harpreet Parhar – General Manager
(604) 823- 2116 Email : hparhar@gflenv.com
(Central Sub-Region, West Sub-Region)

Thank you for considering our Proposal. We value your partnership and look forward to continuing to service the Satellite Recycling Depots for the RDCK.

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PROPOSAL FORM



REQUEST FOR PROPOSALS

Satellite Recycling Depots-Recycle BC Material Collection and Transportation Services 2024-2027

CLOSING DATE & TIME: 2:00 PM (PST), March 18, 2024

COMPANY NAME: GFL Environmental Inc.

ADDRESS: 34613 Vye Road, Abbotsford, BC V2S 8J7

CITY/POSTAL CODE: 1425 Industrial Road #2, Cranbrook, BC V1C 5X5

EMAIL: hparhar@gflenv.com, tyler.anderson@gflenv.com

WORKSAFE BC ACCOUNT NUMBER: 200926667

DATED: March 18, 2024

TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

The Proponent has carefully examined the Site where the Services will be supplied or used and the Contract Documents for the Satellite Recycling Depots-Recycle BC Material Collection and Transportation Services 2024-2027.

The undersigned Proponent understands the conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in **Schedule 2**-Pricing Schedules and in accordance with the other Schedules of this Proposal.

The immediately following schedules, entitled **Schedules 1 to 7**, shall be read with and form part of this Proposal as if embodied herein.

The Proposal includes all addenda numbers ___ - ___ to ___ - ___ inclusive.

The Proponent understands and agrees that:

- a) the proposed rates specified in **Schedule 2**-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b) payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in **Schedule 2**-Pricing Schedules;
- c) The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal;

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal; and

- d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

The Proponent agrees as follows:

- a) If the undersigned is notified in writing of the acceptance of their Proposal, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b) Guarantees completion of the Contract in accordance with the Contract Documents;
- c) Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and WorkSafe BC clearance letter for the performance of the Contract;
- d) To begin supply of the Services on the date specified in the Notice to Proceed;
- e) Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim; and
- f) The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.



Signature of Proponent

Authorization

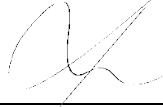
I/we hereby certify that the prices and dates and other information contained in this Proposal are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Proposal.


It is hereby agreed that once the Proposals for the Contract have been opened, this Proposal and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Proposals for the Contract, whichever shall first occur.

SIGNED, SEALED AND DELIVERED by:

GFL Environmental Inc.
Name of Proponent (Company)

In the presence of:

Stewart Young Jr
Name (printed)

Authorized Signature

Orietta Danyluk
Witness Name (printed)

Witness Signature

1045 Dunford Avenue
Address (printed)

70 Golden Drive
Address (printed)

Victoria, BC V9B 2S4
Address (printed)

Coquitlam, BC V3K 6B5
Address (printed)

(250) 883-5707
Telephone Fax

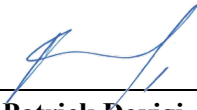
(604) 529 - 4030
Telephone Fax

DATED this 18 day of March, 2024.

OFFICER'S CERTIFICATE
GFL ENVIRONMENTAL INC.
(the "Corporation")

Re: Power of attorney to provide signing authority to Stewart Young Jr for the Regional District of Central Kootenay Satellite Recycling Depots: Recycle BC Material Collection and Transportation Services RFP # 2023-230-ENV

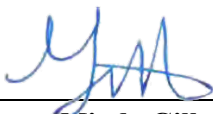
The undersigned, Patrick Dovigi, in his capacity as President and CEO of the Corporation, hereby certifies, in his capacity as an officer of the Corporation and not in his personal capacity and without personal liability, that pursuant to the governing corporate documents of the Corporation, there is no requirement for a board resolution naming **Stewart Young Jr – Regional Vice President, Solid Waste, British Columbia**, as authorized to sign all documents relating to the Regional District of Central Satellite Recycling Depots: Recycle BC Material Collection and Transportation Services RFP # 2023-230-ENV on behalf of the Corporation.



Name: **Patrick Dovigi**
Title: President and CEO

I, Mindy Gilbert, Secretary of the Corporation, hereby certify, for and on behalf of the Corporation, and not in my personal capacity and without personal liability, that Patrick Dovigi is the President and CEO of the Corporation and that the signature set forth above is his true signature.

Dated this 1st day of March 2024.



Name: **Mindy Gilbert**
Title: Secretary

BID BOND

CCDC 220 - 2002

No. 0180890-24-22

Bond Amount 10% of the Bid Price

GFL ENVIRONMENTAL INC. as Principal, hereinafter called the Principal, and **BERKLEY INSURANCE COMPANY** a corporation created and existing under the laws of **DELAWARE** and duly authorized to transact the business of Suretyship in **CANADA** as Surety, hereinafter called the Surety, are held and firmly bound unto **THE REGIONAL DISTRICT OF CENTRAL KOOTENAY (RDCK)** as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF THE TOTAL BID PRICE (10%)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 18th day of March, in the year 2024

for **PROPOSAL NO. 2023-230-ENV; SATELLITE RECYCLING DEPOTS: RECYCLE BC MATERIAL COLLECTION AND TRANSPORTATION SERVICES 2024-2027**

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within ninety (90) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 11th day of March, in the year 2024.

SIGNED and SEALED

in the presence of

ATTORNEY IN FACT



GFL ENVIRONMENTAL INC. Signed electronically by
Veeral Mehta Principal
on Mar 11, 2024 - 7:38 PM GMT
Signature

Veeral Mehta
Name of person signing

BERKLEY INSURANCE COMPANY Signed electronically by
Kim Grant Surety
on Mar 11, 2024 - 7:34 PM GMT
Signature

KIM GRANT, Attorney-in-fact
Name of person signing



Copyright 2002

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)

SCHEDULE 3: EQUIPMENT LIST

The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED
1	Recycling Depots: 2015 - Hino Cube Van; Good condition	✓	
1	Recycling Depots: 2017 - Hino Cube Van; Good condition	✓	
1	Recycling Depots: 2020 Hino Cube Van; Good condition	✓	
		✓	
		✓	
		✓	
		✓	
		✓	

The Proponent must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

FLEET MITIGATION PLAN

In general, as a basic Fleet Mitigation Plan for situations where excessive equipment is down for repair, large scale manufacturer defect, late delivery, sabotaged, or in case of major environmental disaster such as flood, fire or any other event that might render a large portion of the Fleet unserviceable; there are two basic approaches that allow a great deal of leeway to resume collection activities within 48 hours.

The first approach is simply to transfer additional back-up and low utilized equipment from other Divisions within GFL in BC and/or Alberta. This approach is particularly realistic for GFL as we operate a large fleet in Canada, with operations throughout Central, Western and Eastern Canada.

The second approach is to rent waste collection equipment from a vendor such as "Big Truck Rentals". This group in particular maintains a contingent of 'emergency' rental vehicles that they can make available for transport within 24 hours.



Signature of Proponent

SCHEDULE 4: PROPOSED SUB-CONTRACTORS

The Proponent shall provide the name and address of the Sub-Contractor that the Proponent intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR
No subcontractors will be used	

(If additional space is required use reverse side of this page.)

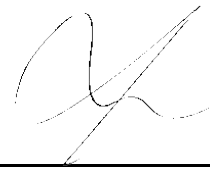


Signature of Proponent

SCHEDULE 5: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Proposal.

ADDENDUM NO. None DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____



Signature of Proponent

SCHEDULE 6: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent’s Experience on Projects of a Similar Nature

Project: Regional District Kootenay Boundary Value: \$670K Annually

Owner: Janine Dougal Phone Number: (250) 692-0313

Description: GFL provides front-load waste collection, recycling collection, and Roll-off ICI bin hauling services to RDCKB. The Roll-off bin hauling is done for McKelvey Creek Landfill. These services are in addition to the Residential Collection services we provide for RDCKB.

Project: Overwaitea Food Group Value: \$4.5M Annually

Owner: Stathie Sgouraditis Phone Number: (604) 312-2079

Description: GFL provides Roll-off hauling services, as well as Front-load and Tote collection services for all Overwaitea Food Group stores in Metro Vancouver, Fraser Valley, BC Interior (Kamloops, Kelowna, Penticton, Salmon Arm, and Vernon) as well as all Alberta locations.

Project: Recycle BC Value: \$4M Annually

Owner: Tamara Burns Phone Number: (778) 588-9504

Description: GFL is responsible for the recycling of residential packaging and paper products within the province of BC. GFL provides all post collection services which include transportation and processing of all collected material. GFL is also responsible for end-market recycling which totals over 200,000 tonnes annually.



Signature of Proponent

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

The Regional District of Central Kootenay has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. Proponents are requested to provide details on what, if any, environmental attributes they will incorporate into the supply of the Services. Consideration of environmental attributes will form part of the overall evaluation of Proposals.

Examples of environmental attributes include but are not limited to:

- Proponent’s corporate efforts to reduce greenhouse gas emissions;
- Proponent’s use of alternative fuels in transportation operations;
- Proponent’s use of cleaner burning diesel engines in vehicles; and
- Proponent’s effort to limit the carbon footprint.

Please see the following pages for a summary of GFL's environmental attributes.

(If additional space is required use reverse side of this page.)



Signature of Proponent

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

GFL ENVIRONMENTAL VALUES

GFL Environmental Inc. is committed to making sustainable development a fundamental principle of policy development, recycling, disposal, transportation, safety regulation, and program delivery, and to ensure that all its operations are conducted in an environmentally responsible manner.


GFL is committed to sustainable environmental responsibility to improve the company's environmental practices and take action to mitigate the environmental impacts.

Using the principles of the International Organization for Standardization (ISO) 14000 series of standards, GFL has developed a system that incorporates environmental considerations into all aspects of decision-making. The successful integration of the Environmental Management Plan (EMP) into the overall management scheme contributes to GFL's fulfillment of Canada's Sustainable Development Strategy.


In support of the EMP, the company has developed an environmental monitoring program. The objectives of the program are to:


- Confirm compliance with applicable legislation and regulations;
- Investigate all recycling initiatives;
- Guarantee environmental clauses in agreements are being met;
- Ensure operations are consistent with good environmental practices and sustainable development objectives.

GFL ENVIRONMENTAL OPERATIONAL PRACTICES

 **Idling Policy** – GFL vehicles are only permitted to idle for a maximum of 5 minutes. GPS technology on vehicles provides management with the tools to monitor the success of the program and to enforce the parameters of this policy. In the case of extreme cold weather, drivers will be instructed to plug in block heaters with timers set to warm vehicles prior to start up and be allowed to idle up to 5 minutes first thing in the morning. Vehicles will also be programmed to shut down automatically after idling for 5 minutes.

There are several benefits to implementing idling reduction programs. Reducing idling for fleet vehicles reduces fuel consumption, as well as wear and tear. Less idling also leads to reductions in smog emissions and thus may reduce respiratory ailments. These programs can also be used to reduce carbon emissions and their resultant impacts on climate. Establishing and adhering to a fleet idling policy demonstrates environmental leadership by providing an example, which may lead to further green practices by our staff at home and in the community.

 **Daily Vehicle Checkups** – In addition to mandated circle checks, GFL drivers are required to maintain optimum tire pressure to maximize performance and reduce emissions. At the end of the day drivers will hand in Daily Inspection Reports /Time Record Reports indicating any problems they detected on their trucks. Mechanics will then investigate the problems and service the vehicle, so that the truck is ready to operate at peak efficiency for the next collection day.

 **Tires** – The nature of stop and start curbside waste/recycling collections results in undue wear on tires. Therefore, GFL uses specially designed tires for the waste industry. Tire pressure will be checked weekly by an outside source in addition to the regular preventative maintenance, which includes balancing to improve performance.

- **Regular Maintenance** – GFL vehicles undergo preventative maintenance in the form of a Mechanical Vehicle Inspection A-Service every 150 hours and Mechanical Vehicle Inspection B-Service every 450 hours. This practice ensures that vehicles avoid costly downtime and route inefficiencies.
- **Cleaning Vehicles** – GFL washes vehicles on a weekly basis to improve their appearance and reduce odors. The enzymatic cleaning/deodorizing product used to clean our vehicles has a fast-acting natural bacteria which digests odor source, as well as a biodegradable surfactant that provides the cleaning power. It comes in a concentrate prior to being added to water in the power washing process. GFL has fine-tuned this cleaning process using an organic “green” product to reduce the impact on the environment.
- **On The Road GPS/Laptops/2-Way Radios** – In addition to 2-way radios, our Route Supervisors will be outfitted with a laptop computer in their pick-up trucks, so that they can receive GPS coordinates and information. These communication and information tools allow the Route Supervisor to resolve issues on the road quickly, resulting in less down time and travel time, consequently, boosting their effectiveness.
- **Route Optimization** – Heuristic Routing is employed to determine the most efficient routes for collecting materials, such as limiting left turns, which are time consuming and can result in accidents. To optimize route efficiency, adjustments are made on a continuous basis, through the utilization of the GPS system and responding to input from drivers, supervisors and clients. The goal is to improve efficiency and reduce driving time on an ongoing basis.
- **Procurement Practices** – All lubrication and cleaning products used on GFL vehicles are scrutinized (MSDS sheets) to determine that they pose no hazard to our staff or the environment. Specifically, we are continually looking for new, “greener” products that are organic and biodegradable.
- **Administrative Tools** – GFL strives to operate “green” offices. Whenever possible, office supplies (paper, pens, etc.) ordered for use in our offices are made from recyclable materials. GFL invoices are printed on 100% recycled paper. All toner cartridges are sent back to suppliers to be reused. Initiatives such as ‘plastic bag free lunches’ and ‘reusable coffee/water containers only’ have been implemented in our offices.

SUSTAINABILITY

Sustainability is a core value at GFL. In providing accessible, cost-effective environmental solutions, GFL enables its customers and the communities it serves to be **Green for Life**. Aligned with this purpose, GFL has made significant investments in not only new technologies but in the innovation of existing management and operating processes. These investments reflect GFL’s commitment to providing sustainable environmental solutions that are also value enhancing for its business.

Examples of these investments include:

- Organics facilities that recycle organic waste to produce high quality compost product, fertilizers, and other soil supplements. By providing a commercially viable environmental solution, communities can help reduce their overall greenhouse gas footprint by keeping organic waste out of landfills.
- Landfill gas to energy facilities that capture landfill gas and convert the captured gas into a renewable source of electricity for use by households and commercial establishments.

- Compressed natural gas (CNG) fleet that uses clean natural gas to power solid waste collection vehicles. CNG emits far less greenhouse gas and contaminants per kilometre than traditional diesel fuel.
- Soil remediation facilities that remediate contaminated soils for reuse in development projects. These soils would otherwise be destined for landfill disposal. The use of soil remediation facilities not only reduces construction costs, but they also reduce greenhouse gas emissions from trucking by supporting beneficial reuse of soils.
- A re-refinery which will recycle used motor oil from passenger and commercial vehicles into diesel fuel. By displacing virgin fuels, environmental impacts from resource extraction are avoided.

SUSTAINABILITY AWARD

GFL has been awarded a SEAL (Sustainability, Environmental Achievement & Leadership) 2020 Business Sustainability Award, which celebrates outstanding global leaders in sustainability and their commitment to sustainable business practices. The award which is given annually to recognize excellence in specific environmental and sustainability initiatives, was awarded to GFL for our Environmental Innovation Program. In 2023, GFL won a SEAL Business Sustainability Award for our renewable natural gas initiatives at several landfills.



Innovation and entrepreneurship have been essential to GFL's success. As a small start-up in 2007, GFL has discovered ways to do business differently, and to distinguish ourselves from our competitors. This includes investing in sustainable environmental solutions for our customers, such as composting and material recovery facilities, used motor oil recycling, and soil remediation. As we have grown, we have and will continue to make these investments because we see the value that they bring to our company, our customers, and our communities.

2021 SUSTAINABILITY REPORT AND 2022 SUSTAINABILITY UPDATE REPORT

GFL is pleased to announce the release of our 2022 Sustainability Update Report, showing progress on the implementation of our Plan and our goals laid out in our 2021 Sustainability Report. Our 2021 Sustainability Report established our Sustainability Action Plan and outlined GFL's long-term sustainability goals.

"This year's Sustainability Report marks an important milestone in meeting our commitment to our customers, employees and stakeholders," said GFL Founder and CEO Patrick Dovigi. "Our Sustainability Action Plan formalizes our goals and commitments, but most importantly includes a clear path to achieving them."

Underpinned by GFL's vision, values and foundational business strategies, the plan lays out ambitious and achievable sustainability goals that aim to benefit the environment, GFL's workforce, and the customers and communities we serve.

Key commitments include reducing our Total Recordable Incident Rate, increasing diversity within our workforce, cutting greenhouse gas (GHG) emissions from our operations, investing in solutions that will help increase avoided GHG emissions for our customers, and pledging CAD \$1.5 million annually through the Full Circle Project.

The report also showcases the many achievements of Team Green, including the growth of GFL's operations, recent awards and recognition, and how our services are helping our customers meet their own sustainability goals. Collectively, GFL employees have and will continue to drive GFL's success through their commitment to the business and its core principles.

"Since I founded GFL in 2007, we have been driven by our entrepreneurial and innovative culture to meet our customers' needs for environmentally responsible and sustainable solutions. Our employees are central to the success of this culture, and they will continue to play a vital role in helping us work towards our goals," Patrick added. "I am very proud of the work of our teams as we continue on our sustainability journey."

Follow the links for the:

[2021 Sustainability Report](#)

[2022 Sustainability Update Report.](#)

GFL SUSTAINABILITY GOALS:

GFL's sustainability goals are summarized as follows (the base year for these goals is 2021):

Our Employees:

- Reduce our Total Recordable Incident Rate to 2.0 or less;
- Increase employee engagement and retention;
- Increase the overall percentage of female employees across GFL;
- **Circular Economy and Climate Leadership by 2030:**
- Decrease scope 1 and 2 greenhouse gas emissions by 15%;
- Increase recyclables recovered at our material recovery facilities by 40%;
- Use 100% renewable electricity at our own facilities;

Environmental Stewardship 2025:

- Promote biodiversity by certifying nature conservation or protection projects for at least 10 GFL sites;
- Conduct sustainability supply chain management audits for 100 of our critical tier 1 suppliers to ensure alignment with GFL's Supplier Code of Conduct;

Our Communities:

- Continue to build on the success of the Full and Circle Project and pledge CAD \$1.5 million annually in donations to communities through the program.

GFL has implemented the GFL Corporate Environmental Policy to illustrate our commitment to environmental stewardship in the communities we live in and serve. Please see the following policy for details on how GFL aims to reduce our overall environmental footprint, including actions implemented to reduce the direct GHG emissions from our operations.



GFL Corporate Environmental Policy

The purpose of this Policy is to communicate our commitment to environmental stewardship in the communities we live in and serve, and to establish the expectations of GFL Environmental Inc., and all our subsidiaries (collectively, "GFL"), in meeting this commitment.

We are committed to the protection of the environment and continual improvement. We have established corporate level targets to reduce our overall environmental footprint, including the reduction of direct GHG emissions from our operations. We will report annually on our progress in achieving our targets. We will continue to invest in organizational resources to provide our teams with the information and tools needed to develop the necessary programs to achieve our sustainability goals empowering them to develop innovative solutions, and providing capital for implementing solutions to reduce our environmental impacts.

GFL commits to:

- Protecting the environment, including preventing pollution
- Fulfilling our compliance obligations including complying with all applicable environmental laws and regulations
- Embedding environmental management into our culture through visible leadership and fostering engagement and accountability at all levels
- Collaborating and working constructively with other stakeholders to advance our knowledge and collective progress in the areas of transitioning to a circular economy and climate change leadership
- Providing our people with the information and tools they need to achieve our goals and empowering them to develop innovative solutions to minimize our environmental impacts
- Providing the organizational resources required to achieve these goals
- Communicating our programs, goals and this policy internally and externally, to all interested parties
- Monitoring and reporting on our performance internally and externally and holding ourselves accountable to meeting our goals and commitments
- Assessing and continually improving our environmental management system to enhance environmental performance

All of our business units are required to have an environmental management system in place which meets or exceeds the commitments of this policy.

A handwritten signature in blue ink, appearing to read 'Patrick Dovigi', is written over a thin blue horizontal line.

Patrick Dovigi
Chief Executive Officer & President

Dated as of: January 1, 2023

Green For Life. Safe For Life.



Services Agreement

Contract #: 2023-230-ENV
Project: Satellite Recycling Depots: Material Hauling
GL Code: See Schedule B

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2024
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the **RDCK**)

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

AND

CLICK HERE TO ADD CONTRACTOR NAME

(hereinafter called the **CONTRACTOR**)

at the following address:

Click here to add address

City, Province, Postal Code

Agreement Administrator: **Add name**

Telephone #: **Click here to add phone #**

Email: **Click here to add email**

Agreement Administrator: **Add name**

Telephone: **Click here to add phone #**

Email: **Click here to add email**

1 FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in **SCHEDULE A** of this Agreement (the **SERVICES**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **September 1, 2024** and ending on **August 31, 2027** (the **TERM**). Agreement may be renewed up to two 1 year terms upon mutual agreement.

- (d) **LOCATION:** The location for delivery of the Services shall be [Location].
- (e) **CONTRACT PRICE/RATE:** At the rates and on the terms set out in Schedule B.
- (f) **BILLING DATE:** Monthly.
- (g) Schedules A, B, C and D are incorporated into, and form part of this Agreement.
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

2 The Contractor shall:

- (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in **SCHEDULE A**;
- (b) Upon the request of the Regional District of Central Kootenay (herein after called the **RDCK**) fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
- (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
- (e) Promptly pay all persons employed by it;
- (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
- (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any

shareholders, directors, partners or other individuals employed or engaged in the execution of the Services. Upon request, the Contractor shall provide the RDCK with proof of such compliance;

- (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
- (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
- (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;
- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
- (t) The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:
 - a. Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.
 - b. comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence** with a **maximum deductible of \$5,000**;

Such insurance will:

- (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
- (B) include the Contractor's Blanket contractual liability;
- (C) include a Cross Liability clause;
- (D) include occurrence property damage;

- (E) include personal injury;
- ~~(F) include premises & operations insurance;~~
- (G) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
- (H) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
- (I) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.

~~e. professional liability coverage in the amount of **\$ Amount of Insurance dollars per claim** and **\$ Amount of Insurance dollars aggregate**, with a **maximum deductible of \$50,000**;~~

~~d. pollution/environmental impairment liability insurance in the amount of **\$ Amount of Insurance dollars per occurrence** and **\$ Amount of Insurance dollars aggregate**, with a **maximum deductible of \$50,000**;~~

Such insurance will:

- ~~(A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;~~
- ~~(B) include the Contractor's Blanket contractual liability;~~
- ~~(C) include a Cross Liability clause;~~
- ~~(D) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);~~
- ~~(E) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;~~
- ~~(F) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.~~

- e. ~~course of construction/builders risk coverage in the amount of \$ **Amount of Insurance** dollars with a maximum \$10,000 deductible;~~
- f. ~~all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.~~

Such coverage will:

~~(A) Include an Installation Floater~~

- (u) Inspect the site where the Services are to be performed (the **SITE**) and become familiar with all conditions pertaining thereto prior to commencement of the Services;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use;
- (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor's expense; and
- (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

- 3 The RDCK shall:
- (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called **CONTRACT PRICE**), and the Contractor shall accept such payment as full payment for the Services;
 - ~~(b) Notwithstanding Subsection 3(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;~~
 - ~~(c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 3(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;~~
 - (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
 - (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
 - (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 4 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
- 5 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 6 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 6 Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
- 7 Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

- 8 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.
- 9 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act (Canada)*.
- 10 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 11 Time shall be of the essence of this Agreement.
- 12 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 13 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 14 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 15 A waiver under Section 14 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 16 Everything produced, received or acquired (the **MATERIAL**) by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.

- 17 The copyright in the Material belongs to the RDCK.
- 18 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 19 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 20 Where the Contractor is a partnership, all partners are to execute this Agreement.
- 21 Sections 2 b), i), j), r), and 17 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 22 Parts 2, 3 and 4 of the Request for Proposals of the RDCK issued February 22, 2024 and the Contractor's Proposal provided in response are hereby incorporated into and forms part of this Agreement.
- 23 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	CLICK HERE TO ADD CONTRACTOR NAME
_____ (Signature of Authorized Signatory)	_____ (Signature of Authorized Signatory)
_____ (Name and Title of Authorized Signatory)	_____ (Name and Title of Authorized Signatory)
_____ (Signature of Authorized Signatory)	_____ (Signature of Authorized Signatory)
_____ (Name and Title of Authorized Signatory)	_____ (Name and Title of Authorized Signatory)

SCHEDULE A: SERVICES

1. SERVICES

The Services to be supplied to the RDCK consist of the following: collection, transportation and delivery of limited recyclable materials received and stored in Super Sack containers at Satellite depots listed in **Appendix A** to nearby Core Depots for RBC's post collection service provider for processing and marketing. A detailed description of the Services and relevant Specifications is set out in **Schedule 1**.

1.1 Description of Services

The RDCK operates 21 recycling depots within the Regional District (see **Appendix A**-List of RDCK Depots). RBC provides for the transportation, processing and marketing of all recyclable materials collected at 12 Core recycling depots and the RDCK supplements 9 Satellite Depots to serve some rural communities in the RDCK.

At Core Depots, all of the materials listed in **Appendix D** is accepted and collected. At Satellite Depots, the following materials are accepted:

- Mixed Paper and Cardboard (Category 1, Category 2 and Category 3(b))
- Mixed Containers (Category 3(a), Category 6 and Category 7)
- Glass Containers (Category 8)

The Contractor is responsible for collecting, transporting RBC's recyclable materials listed above from designated Satellite Depots shown in **Appendix A** to a nearby Core Depot or other pre-approved consolidation location.

Each accepted category is collected in Super Sacks stored within Sea-Cans situated at the Site. Super Sacks measuring approximately 90cm by 90cm by 90cm will be used for the collection of accepted materials (see **Appendix B**-Sample of Supplies). Super Sacks will be placed on pallets for some heavy items such as glass materials within the Sea-Can. It is recommended that the Contractor use a powered pallet jack to safely remove and transfer them into a truck. Recycle BC is responsible for supplying Super Sacks and pallets to the Contractor through their post collection hauling contractor, GFL Environmental Ltd. Empty Super Sacks and pallets must be collected by the Contractor from Core Depots. The RDCK is responsible for providing Sea-Cans at each Site for the collection and storage of materials.

The public will access the Super Sacks by either slots or doors located within one side (face) of the Sea-Cans (See attached photos in **Appendix C**-RDCK Satellite Depot-Site Layout Example). The surface of each depot and orientation of the Sea-Cans will vary between locations. Proponents must ensure that their equipment and procedures will be suitable for each Site.

The RDCK Staff is responsible for completing and sending the daily recycling report from each Site to Contractor's operations team/representative(s) by the deadline that the RDCK and the Contractor will mutually agree upon. The daily report (See **Appendix E**-Sample of Daily Recycling Report) includes information about the depot's status such as the storage capacity, the number of supplies (Super Sacks and pallets) left at Site and any other issues/requests associated with the supplies and services. The Contractor is responsible for maintaining the storage capacity available to each Site and mitigate service interruptions wherever possible. If delay or cancellation of the services are anticipated, the Contractor must communicate with the RDCK representative in a prompt manner and attempt to service the Site within 24 hours.

1.2 Frequency of Services

The following tables indicate the estimated minimum frequency of the services required at each Site to accommodate with the volume of recyclable materials that are brought to each Site.

Satellite Depots	Estimated Minimum Frequency of Services
Burton Recycling Depot	Once a week
Boswell Recycling Depot	Once every two weeks
Creston Landfill Recycling Depot	Twice a week (three times a week in summer)
Grohman Narrows Recycling Depot	Three times a week
Marblehead Recycling Depot	Once a week
Riondel Recycling Depot	Once every two weeks
Yahk Recycling Depot	Once every two weeks
Ymir Recycling Depot	Once a week
Winlaw Recycling Depot	Once a week

1.3 Reporting the volume of each category

The Contractor is responsible of recording the number of Super Sacks of each category collected from each Site and reporting the numbers monthly to the RDCK Representative.

1.4 Off-Hours Site Access

The Contractor will be given access to the Site outside of normal hours of operation, as per RDCK off hours and key issuance procedure. If accessing a Site off-hours, the Contractor shall secure the Site before departure.

1.5 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK during the week and weekend during the hours of operation.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor is required to employ adequate staff to service the Site on the weekend if necessary. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

1.6 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct

and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

1.7 Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing is worn during the performance of the Contract, and provide Personal Protective Equipment (PPE) for all participants in accordance with Worker's Compensation Board regulations (RDCK staff and volunteers will be responsible for their own safety boots).
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

1.8 Recording and Reporting Fuel Consumption

The RDCK requires that contractors communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th.

Contractor to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of your solid waste collection, transportation, and diversion service to the RDCK:

- 1. Vehicle class;
- 2. Type of fuel used by each vehicle; and
- 3. Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	<ul style="list-style-type: none"> • 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	<ul style="list-style-type: none"> • SUV's, minivans • Full-size vans • Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)

Vehicle Class	Includes
Heavy Duty Truck	<ul style="list-style-type: none">• Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kb (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	<ul style="list-style-type: none">• Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

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SCHEDULE B: CONTRACT PAYMENT TERMS

2. Contract Payment Terms

2.1. Budget

Total budget shall not exceed \$[Amount] (excluding GST).

2.2. Invoices

- a. Invoices to be submitted monthly.
- b. The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **2023-230-ENV**

GL Code: **Account: 54030 / WorkOrder: OPR639-100**

- c. Invoices should be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.
- d. Invoices to be paid on net 30 day term.
- e. The Contractor's name on the invoice must match the name identified in the first page of this contract.

2.3. Taxes

The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.

SCHEDULE C: SUPPLEMENTAL CONTRACT CONDITIONS

3. General Conditions of Contract

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

3.1. Definition of Terms

The following words and terms, unless the context dictates otherwise, shall have the following meanings. Words having a singular number include the plural and vice versa. References to the male gender refer to the female gender as well when appropriate.

Agreement or Contract	means the written Agreement resulting from RFP No. 2023-230-ENV to be executed by the RDCK and the successful Proponent as Contractor as described in Section 1.23 of the RFP and substantially on the terms set out in the RFP, provided that the RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable, including terms and conditions that are substantially different from the draft Contract attached.
Contract Documents	means the Contract, the Contractor's Proposal Documents, the Request for Proposals documents and such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.
Contract Price	means the price to be paid by the RDCK for the supply of Services under the Contract.
Contractor	means the successful Proponent who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.
Force Majeure	shall mean any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including: <ol style="list-style-type: none">acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;explosion or fire;
G.S.T	means the Good and Services Tax administered under the <i>Excise Tax Act</i> (Canada) and any successor tax or levy in force from time to time.
Irrevocable Commercial Letter of Credit	means the Irrevocable Commercial Letter of Credit described in Section 3.26 .

Notice to Proceed	means the notice described in Section 3.10 .
P.S.T	means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.
Proponent	means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Proposal submission.
Proposal	means the Proponent's submission.
RDCK or Regional District	means the Regional District of Central Kootenay, a corporation under the Local Government Act having its offices and postal address at Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4.
RDCK Representative	means the person designated in Section 1.4 of this RFP.
Requirements	means all of the requirements set out in Request for Proposals No. 2023-230-ENV and Instructions to Proponents, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.
RFP	means the Request for Proposal No. 2023-230-ENV for Satellite Recycling Depots - Recycle BC Material Collection and Transportation Services 2024-2027.
Services	means all goods or services to be supplied under the RFP and all else necessary for the execution, completion and fulfillment of the Requirements and as described in Schedule 1 of the RFP.
Staff	means the RDCK staff who work at the depots listed in Appendix A .
Site	means, if applicable, specifying the Satellite Depots where the Services are to be supplied or utilized by the RDCK, as shown in Appendix A
Specifications	means the requirements for and technical descriptions of the Services as detailed in Schedule 1 .
Sub-Contractor	means any sub-contractor of the Proponent, including those Sub-Contractors listed in Schedule 4 .
Supervisor	means the supervisor employed by the Contractor pursuant to Schedule 1.5 .

3.2. Period of Contract

The Contract shall commence on September 1, 2024.

It is anticipated that the aforesaid Contract shall terminate on August 31, 2027 with options to extend for two 1 year periods upon mutual agreement.

3.3. Assignment

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

3.4. Insurance

Any Contract resulting from this RFP will require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide **and maintain throughout the Contract term**, the following insurances and such other insurance coverage as the RDCK may reasonably require with insurers licensed in the Province of British Columbia. The Contractor must have their broker complete the RDCK Standard Certificate of Insurance form and provide the completed form to the RDCK, confirming proof of the insurance requirements below upon execution of this Agreement.

- a. Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.
- b. comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000;**

Such insurance will:

- i. name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - ii. include the Contractor's Blanket contractual liability;
 - iii. include a Cross Liability clause;
 - iv. include occurrence property damage;
 - v. include personal injury;
 - vi. include premises & operations insurance;
 - vii. include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - viii. be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - ix. require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- ~~e. professional liability coverage in the amount of **\$ Amount of Insurance dollars per claim** and **\$ Amount of Insurance dollars aggregate**, with a **maximum deductible of \$50,000;**~~
- ~~d. pollution/environmental impairment liability insurance in the amount of **\$ 5,000,000 dollars per occurrence**, with a **maximum deductible of \$50,000;**~~

Such insurance will:

- ~~i. name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;~~
- ~~ii. include the Contractor's Blanket contractual liability;~~
- ~~iii. include a Cross Liability clause;~~
- ~~iv. include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);~~
- ~~v. be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;~~
- ~~vi. require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.~~
- ~~e. course of construction/builders risk coverage in the amount of \$ **Amount of Insurance** dollars with a maximum \$10,000 deductible;~~
- ~~f. all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.~~

Such coverage will:

- ~~i. Include an Installation Floater~~

The Contractor shall provide proof of insurance coverage on each anniversary date of the Contract.

3.5. Indemnity

The Contractor shall indemnify and save harmless, the RDCK, from and against any and all losses and all claims, demands, payments, losses, costs, damages suits, actions, recoveries, and judgments brought or recovered against them and/or the RDCK by reason of this Request for Proposals or any act or omission of the Contractor, its Sub-Contractors, agents, or employees, in the supply or provision of the Services and otherwise in the performance of or failure to perform the Contract, which shall include protecting the Services and protecting the public from hazards arising out of the supply of the Services.

The obligation of the Contractor under this Section shall apply only to the extent that losses, claims, demands, payments, costs, damages suits, actions, recoveries, and judgment claims do not arise solely out of a negligent act or omission of the RDCK, other Contractors or Representatives of the RDCK, as duly appointed by the RDCK.

3.6. Compliance with *Workers Compensation Act*

The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.

Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the *Workers Compensation Act*, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the *Workers*

Compensation Act or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the Workers Compensation Act or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with **Section 3.12**-RDCK's Right to Terminate the Contract.

The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter.

3.7. Health and Safety

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.

The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.

The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

3.8. Intent of Contract Documents

The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in the Specifications and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3.9. RDCK Representative's Authority

The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

3.10. Notice to Proceed

Following the execution of the Contract by the Contractor and the provisions of the required Irrevocable

Commercial Letter of Credit and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

3.11. RDCK's Right to Obtain Services from Other Suppliers

If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.

If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.

If the Contractor fails to comply with the provisions of this Section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Irrevocable Commercial Letter of Credit.

3.12. RDCK's Right to Terminate the Contract

If the Contractor should:

- a. be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
- b. fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- c. disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- d. abandon the supply of the Services, or
- e. otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

If the default is not corrected within forty-eight (48) hours, then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under **Section 3.11-RDCK's Right to Obtain Services from Other Suppliers**, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:

- a. obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
- b. withhold any further payments to the Contractor until the supply of the Services is finished;
- c. upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the

full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Credit.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

3.13. Contractor's Right to Stop Supply of Services or Terminate the Contract

If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.

The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.

If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

3.14. Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- a. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in **Schedule 4-Proposed Sub-Contractors**, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

3.15. Private Land

If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.

The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

3.16. Dispute Resolution

All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.

In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

3.17. Taxes and Duties

The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor

filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

3.18. Staff Resources and Management

The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours and weekend throughout the duration of the Contract.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.

The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

3.19. Right to Audit

Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

3.20. Change in the Services

The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.

If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule 2-Pricing Schedules, or use one of more of the following methods in deciding such value:

- a. by unit prices submitted in the Proposal
- b. by unit prices submitted by the Contractor and accepted by the RDCK
- c. by lump sum on the Contractor's estimate and accepted by the RDCK
- d. on a force account basis as specified hereinafter.

3.21. Contract Performance Reviews

From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the description of Services or suspension/termination of the Contract.

3.22. Rights of Waiver

A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

3.23. Duty of Care

The Contractor acknowledges that the RDCK, in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the RDCK in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract.

3.24. Severability

All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.

3.25. Compliance with Permits, Laws and Regulations

The laws and regulations of the place where the Services are supplied shall govern.

The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.

The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.

The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

3.26. Security for Supply of Services

Unless otherwise agreed in writing by the RDCK may, in its absolute discretion, the Contractor shall provide to the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable

Commercial Letter of Credit in the amount of 10% of the Total Contract Price of the service that Proponent bid for as per detailed in Schedule 2 of this RFP, which security shall be issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.

3.27. Force Majeure

In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK’s right of termination under **Section 3.12**-RDCK’s Right to Terminate the Contract, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- a. the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- b. the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- c. the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- d. when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

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SCHEDULE D: ADDITIONAL PAYMENT CLAUSES

4. Payment Clauses

This Part shall be read with and shall form part of the Contract.

4.1. Payment for Services

This Part and Schedule B of the RDCK Services Agreement sets out the method of measurement and payment to compensate the Contractor for the supply of the Services.

Payment will be made by the RDCK to the Contractor within thirty (30) days of submission by the Contractor of complete service detail for the Services supplied in the previous month during the term of the Contract. Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc, no later than January 15th of the following year.

4.2. Goods and Services Tax

The Contractor shall identify the GST as separate line item on all invoices.

4.3. Payment Withheld or Deducted

The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:

- a) the Contractor is not making satisfactory progress with the supply of the Services;
- b) defective Services which are not remedied;
- c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
- d) damages caused to another party by the Contractor;
- e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
- f) the RDCK has corrected deficiencies under **Section 3.11**-RDCK's Right to obtain Services from other suppliers.

4.4. Monies Due to the RDCK

~~The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.~~

All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in **Section 3.11**-RDCK's Right to obtain Services from other suppliers, or **Section 4.5**-Liquidated Damages, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Irrevocable Commercial Letter of Credit. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per **Section 3.11**-RDCK's Right to obtain Services from other suppliers.

4.5. Liquidated Damages

In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per **Section 4.4**-Monies Due to the RDCK.

4.6. Negotiations During Contract Term

If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

4.7. Annual Adjustments

The price as presented in **Schedule 2**-Pricing Schedules shall be adjusted annually on the anniversary date of the Contract according to the following formula:

Cumulative Annual Contract Price x Percentage Change of the Statistics Canada Average Consumer Price Index for British Columbia for the Transportation Industry of the 12 months prior to the month immediately preceding the date for which the fee rate is being adjusted.

On the anniversary of the Contract it is the responsibility of the Contractor to engage with the RDCK to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The Contractor shall adjust invoices accordingly as soon as possible.

The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. No other adjustment to the Contract Price will be made during the term of the Contract.

Appendices to be added to final PDF

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Committee Report

Date of Report: May 15, 2024
Date & Type of Meeting: May 15, 2024, Joint Resource Recovery Committee
Author: Akane Norimatsu, Resource Recovery Technician
Subject: ICI CARDBOARD HAULING RFP CONTRACTOR RESULTS
File: 06-2230-10-2023-253
Electoral Area/Municipality: Entire RDCK

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present the results of the Request for Proposal (RFP) issued for the collection, transport and marketing services of Industrial, Commercial and Institutional (ICI) Old Corrugated Cardboards (OCC) from 8 designated depots in the RDCK for a term of 2 years (September 2024-August 2026) with options to extend for three 1 year periods upon mutual agreement.

SECTION 2: BACKGROUND/ANALYSIS

The Ministry of Environment and Climate Change Strategy (MoECCS) has regulated a wide variety of recyclable materials under the Recycling Regulation since 2004. However, Industrial, Commercial and Institutional (ICI) materials are not managed through an Extended Producer Responsibility (EPR) program under the Recycling Regulation in BC. Therefore, the RDCK has elected to supplement ICI recycling for ICI users within the RDCK boundaries.

The RDCK provides ICI Old Corrugated Cardboard (OCC) collection, transportation and marketing services to ICI users at 8 designated depots. The designated depots are as follows:

Central Sub-Region	West Sub-Region	East Sub-Region
-Kaslo Recycling Depot -Nelson Lakeside Recycling Depot -Salmo Recycling Depot	-Crescent Valley Recycling Depot -Nakusp Recycling Depot -New Denver Recycling Depot -Ootischenia Recycling Depot	-Creston Car Wash Recycling Depot

In 2020, Green For Life Environmental (GFL) Trail was awarded the contract for the provision of collection, transportation and marketing services of ICI OCC from designated depots in Central and West Sub-region and GFL Cranbrook was awarded for the provision of the ICI OCC recycling services in the East sub-Region. The original contract terms ended on May 31, 2022 and the contracts were extended for two 1 year periods upon mutual agreement. An additional three month extension was negotiated under the same terms and conditions to allow more time for the procurement of a new contract.

RFP No. 2023-253-ENV, Industrial, and Commercial & Institutional Recycling Service 2024-2026 was issued on February 22, 2024 to seek the proponents for collection, transportation and marketing of ICI OCC for the period of September 1, 2024 to August 31, 2026 with possible option of two 1 years contract extensions upon mutual agreement. This term was selected to align with the possibility of the MoECCS adding ICI recycling to an existing

or new EPR program in coming years. After further consideration, staff are now recommending three 1 year extensions upon mutual agreement as inclusion of ICI materials in the Recycling Regulation may be an extended process and it would give more flexibility if the service is performing well and there remains no EPR program for ICI materials.

Staff received proposals from four proponents:

1. Green For Life Environmental (GFL)
2. Waste Management of Canada Corporation (WM)
3. North-Wood Environmental Service Inc. (NWES)
4. Tip-It Waste (Tip-IT)

An analysis was performed on the proposals, which included a weighted evaluation criteria with the result of the evaluation is as follows:

Table 1: RFP evaluation results

Evaluation Criteria	GFL	WM	North Wood
Mandatory Criteria	PASS	PASS	PASS
Qualification. Experience and Resources	24/30	27/30	28/30
Risk Management	6/10	10/10	10/10
Availability	10/15	15/15	13/15
Pricing and Commodity Value Rebate	11/35	35/35	12/35
Environmental Attributes	5/5	4/5	3/5
Others	5/5	5/5	5/5
Total Points	61/100	96/100	71/100

As the results from evaluation assessment shows above, Waste Management scored 96 points out of 100, which was the highest amongst all of the other proponents. WM is rated as the safest operation in BC by Trucking Safety Council of BC. WM demonstrated well established operational system in the group, vigilant monitoring system in their service, solid plans for their post-collection services. WM also demonstrated adequate qualification and references for similar services that they provide to various local government and organizations. Recently adopted SMART truck technology allows drivers to detect/identify any contamination and concerns to bin conditions while they are servicing bins. The tonnage data will also be captured at the same time and will be shared with the RDCK staff monthly. Data will be used to generate the updated service frequencies for each site, which will reduce the responsibility of the RDCK staff to report their ICI bin status on a daily basis unless otherwise some urgent services may be required.

WM has proposed very competitive rates for their services and determined overall costs by separating the bin servicing cost and the recyclable material processing costs. Based on volumes of ICI recyclable material collected in 2023, it is estimated that the total annual price for servicing bins will be \$96,545 at all 8 depots. The material processing costs called Recyclable Material Offset fee (RMO) captures the changes in the OCC commodity market and costs of bailing, freight and processor fees, which fluctuate depending on which processing facility WM utilizes. The RMO will be calculated based on the previous months processing cost/rebate. Generally the RMO is a charge to process the materials, however if the material value offsets the processing cost this could result in a rebate. In the current recycling market a rebate is not expected, but the OCC value offsets a portion of the processing cost. RMO will be debited or credited to the RDCK by site on a per bin calculation. Estimated total Annual RMO (based on 2023 tonnage data) is \$18,806, which brings the total estimated annual price to be

\$114,351 (Total contract price: \$228,702). Staff inquired with WM and their local government references on the variability of the RMO and were informed the RMO has remained relatively consistent in recent years.

Table 2 below shows the total annual prices and total contract prices from each proponent, and further break down of prices per each depot is shown in Table 3 in Section 3.1 below. In 2023, the RDCK paid \$213,852 towards ICI OCC hauling services. As Table 2 indicates, estimated total annual price that WM proposed will be approximately 46% reduction from the previous year based on the same volume of OCC.

Table 2: Total Annual and Contract prices of each proponent

	GFL	WM	NWES *
Total Annual Price	\$276,048	\$114,351	\$326,244
Total Contract Price	\$552,096	\$228,702	\$652,487

*NWES prices reflects the prices for collecting ICI OCC with three 40ft roll-off bins and 5 compactors. NWES proposed three options for their collection methods. Collecting ICI OCC by 40 ft roll-off bins only, by compactors (the RDCK is responsible for supplying the power and concrete pad for each site) or three 40ft roll-off bins and five compactors combined. The prices for the combination of 40ft roll-off bins and compactors was the lowest and most feasible option for the RDCK.

Based on the evaluations above, staff recommends that the Board award the contract to Waste Management with the total estimated contract value of \$228,702 for the provision of collection, transportation and marketing of Industrial, Commercial and Institutional Old Corrugated Cardboards for the term September 1, 2024 to August 31, 2026 with the possibility of three 1 year contract extensions.

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

The estimated total annual prices of the services and RMO as well as the total contract prices are calculated based on the volume collected from each depot in 2023. Table 3 below shows the breakdown of the estimated annual prices at each depot for all of the proponents.

Table 3: Estimated Annual Prices of the services provided at each depot

	Lakeside	Salmo	Kaslo	Ootischenia	New Denver	Crescent Valley	Nakusp	Creston Car Wash
GFL *	\$81,335	\$9,571	\$51,934	\$21,539	\$22,529	\$7,129	\$51,934	\$30,059
WM	\$13,367	\$6,928	\$35,184	\$6,928	\$3,998	\$1,454	\$7,346	\$21,794
NWES	\$86,218	\$14,047	\$28,416	\$13,567	\$33,542	\$10,447	\$42,125	\$97,882

Table 4 below shows the values budgeted for 2024 in RDCK Financial Plan-A117 (Central Recycling), A118 (West Recycling) and A116 (East Recycling) and the total annual and contract prices proposed from each proponent. The budget allocated for the ICI recycling is estimated based on the percentage of expenses in 2023 (i.e. 49% of the budget allocated for contracted service was used towards ICI Recycling Service in Central Sub-Region, 72% in West and 31% in East in 2023).

Table 4: RDCK RR Budget allocation and proposed total annual and contract prices from each proponent

	Resource Recovery Budget 2024 (Recycling hauling for Satellite Depots and ICI)	GFL	WM	NWES
Total Annual Price	\$209,520	\$276,048	\$114,351	\$326,244
Central Sub-Region	\$101,427	\$142,860	\$64,147	\$128,681
West Sub-Region	\$78,800	\$103,130	\$25,586	\$99,682
East Sub-Region	\$28,293	\$30,059	\$26,071	\$97,882
Total Contract Price (2ys)	\$440,448	\$552,097	\$228,702	\$652,487
Central Sub-Region	\$212,997	\$285,719	\$128,295	\$257,361
West Sub-Region	\$165,480	\$206,260	\$51,172	\$199,363
East Sub-Region	\$60,971	\$60,117	\$52,142	\$195,763

As the Table 4 above indicates both GFL and NWES’s proposed prices will exceed the budget allocated for ICI contracted service in 2024 as well as for the entire contracted period (2024-2026). Waste Management proposed competitive prices that are approximately 45% (-\$95,169) under the allocated budget in 2024. The prices that WM proposed are estimated to be 59% lower than GFL and 65% lower than NWES.

WM’s annual total price may fluctuate depending on the shipping, processing costs as well as commodity market value for OCC. There has been an increase in domestic OCC pricing lately. Therefore, under this circumstance, RMO will be positively affected by having added credit from commodity value rebate, which leads to potential decrease in monthly RMO for the RDCK. WM has confirmed that the RMO rate in the last six months has been around \$70-\$100/tonne, therefore they have used the rate of February which was \$80/tonne to calculate the estimate RMO for this RFP. WM was not able to provide the estimated RMO under the circumstances where OCC commodity value depreciate as it is challenging to predict other costs such as bailing costs, freight costs and processing costs to be included in the calculation to estimate the highest potential RMO to the RDCK. Staff are confident the RMO cost would not increase to where the other two proponent’s bids would become competitive and the budget allocated over the term of the contract has sufficient buffer should there be a depreciation of OCC value. Future budget preparations should take OCC market values into consideration when forecasting costs of this service.

Additional considerations to note include:

- Actual costs are based on the volumes received and will be allocated to the depot where the material was collected.
- The contract has a provision for an annual contract priced adjustment based on the CPI for BC Transportation Industry.

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

Not applicable.

3.3 Environmental Considerations

The RDCK has set out the goals in *Recourse Recovery Plan 2021* to minimize Greenhouse Gas Emission associated with resource recovery and residual waste management activities wherever possible. WM endeavors to generate the most efficient dispatching routes to reduce their carbon emission. Moreover, the provision of ICI OCC recycling will reduce the likelihood of it ending up in landfills or being burned.

3.4 Social Considerations:

None at this time.

3.5 Economic Considerations:

As ICI Recycling Services is not included in an EPR program, providing supplemental services to collect ICI OCC will support some local businesses, offices and institutions who have challenges contracting services for small volumes of OCC generated or the high cost of the service.

3.6 Communication Considerations:

None at this time.

3.7 Staffing/Departmental Workplace Considerations:

By adopting WM's SMART technology, it will reduce the responsibility of the RDCK staff to monitor and report bin capacities daily. The RDCK representative will also have a designated port of contact available from the WM team who will monitor the compliance and performance of their services and their drivers.

3.8 Board Strategic Plan/Priorities Considerations:

It is included in the Board Strategic Plan 2023-2026 that the Regional District of Central Kootenay works to support our communities through effective service delivery while respecting the diversity of challenges within our region. Further, that the RDCK will continue to invest in sustainable, cost-effective waste diversion programs for the residents.

SECTION 4: OPTIONS & PROS / CONS

OPTION 1: That the Board approve the RDCK enter into a contract with Waste Management for a total estimated contract value of \$228,702 for the provision of collection, transportation and marketing of Industrial, Commercial and Institutional Old Corrugated Cardboards for the term September 1, 2024 to August 31, 2026 with the possibility of three 1 year contract extensions upon mutual agreement, with funds to be paid from Services A116 (East Recycling), A117 (Central Recycling), and A118 (West Recycling) and; AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

PROS:

- WM offers the lowest price for the estimated annual services with a great potential to provide a safe and efficient Collection, Hauling and Recycling services.
- A reduction of the RMO may occur if the OCC commodity value rebate is high.
- Vigilant monitoring of each bin and the hauling schedule as well as tonnage data from each depot will lead to the increase in service efficiency, reduction of hauling costs and carbon emission.
- WM will provide pre-scheduled dispatch plans based on the monthly service volumes, so the RDCK staff will no longer require to monitor and report the bin capacity on a daily basis.
- Additional FLEX bins will be added to some depots where will experience the seasonal increase in volume to expend the capacity seasonally (or one-off).

CONS:

- The fluctuation of RMO might result in the increase in price if OCC value declines.

OPTION 2: That the Board not award the contract to Waste Management for the provision of collection, transportation and marketing of Industrial, Commercial and Institutional Old Corrugated Cardboard and halt the Industrial, Commercial and Institutional Old Corrugated Cardboard Recycling Services across the RDCK.

PROS:

- The RDCK will significantly reduce the cost associated with ICI OCC recycling services.

CONS:

- Most of ICI users in the RDCK will have no option rather than landfilling OCC if the ICI OCC Recycling Service is halted. This will significantly increase the volume of recyclable OCC disposed in the landfills, which will prevent the RDCK to achieve waste reduction goals and shorten the life span of landfills even further.
- It will be raised as a major public concern from ICI sectors that the RDCK is no longer providing the ICI OCC recycling services especially to those small businesses who has no service available from the local hauling providers.

SECTION 5: RECOMMENDATIONS

That the Board approve the RDCK enter into a contract with Waste Management of Canada Corporation for the total estimated contract value of \$228,702 for the provision of collection, transportation and marketing of Industrial, Commercial and Institutional Old Corrugated Cardboards for the term September 1, 2024 to August 31, 2026 with the possibility of three 1 year contract extensions upon mutual agreement, with funds to be paid from Services A116 (East Recycling), A117 (Central Recycling), and A118 (West Recycling) and; AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

Respectfully submitted,

Akane Norimatsu-Resource Recovery Technician

CONCURRENCE

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

ATTACHMENTS:

- Attachment A: Proposal submitted by GFL Environmental (no pricing schedules)**
- Attachment B: Proposal by Waste Management of Canada (no pricing schedules)**
- Attachment C: Proposal by North-Wood Environmental Service Inc. (no pricing schedules)**
- Attachment D: DRAFT Services Agreement**



Request For Proposal

2023-253-ENV

**Industrial, Commercial, and Institutional
Recycling Service 2024-2026**

Submission Deadline: March 18, 2024 at 2:00 PM PST

Prepared for:

Regional District of Central Kootenay

Attn: Akane Norimatsu

Resource Recovery Technician

E. anorimatsu@rdck.bc.ca

Prepared by:

GFL Environmental Inc.

Harpreet Parhar

General Manager

34613 Vye Road

Abbotsford, BC V2S 8J7

T. (604) 823-2116

E. hparhar@gflenv.com

Tyler Anderson

General Manager

1425 Industrial Road #2

Cranbrook, BC V1C 5X5

T. (250) 417-3607

E. tyler.anderson@gflenv.com

CONFIDENTIALITY NOTICE:

"This submission is being supplied in confidence and contains trade secrets, scientific, technical, commercial, financial and/or labour relations information for the purposes of the exemption from disclosure provided in the applicable municipal, provincial and federal privacy legislation. The submission includes information that, if disclosed, can reasonably be expected to significantly harm GFL Environmental Inc.'s competitive position and cause it undue loss."



March 18, 2024

Attn: Akane Norimatsu, Resource Recovery Technician
RE: RFP No: 2023-253-ENV, Industrial Commercial, and Institutional Recycling Service 2024-2026

As the incumbent, Green For Life (GFL) Environmental Inc. brings a wealth of experience and a proven track record in the Industrial, Commercial and Institutional Recycling Service. We are pleased to present the Regional District of Central Kootenay (RDCK) with a Proposal for RFP NO: 2023-253-ENV.

GFL, a Canadian company and North America's fourth largest diversified environmental services company, takes pride in its reputation within the waste, recycling, and organics collections industry. Our unwavering commitment to collaborating with our partners to offer efficient, safe, and cost-effective solutions that adapt to the evolving marketplace is a testament to our dedication to the goals of our customers like you.

A few key highlights:

- GFL owns all the equipment used for the upcoming Contract.
- The key to our business lies in the diversity of our services, and our unique ability to deliver one-stop integrated solutions from a single efficient company by eliminating the need for third-party providers.
- There will be no subcontractors used to complete the services.
- Environmental Sustainability is a core value at GFL. As a provider of environmental solutions, we are uniquely positioned to help our customers and the communities we serve reduce their own carbon footprint with the waste diversion and reuse services and products, such as recycling, material recovery, composting, and landfill gas capture and utilization.

Two divisions of GFL will carry out the services requested in this RFP.

GFL Environmental
1425 Industrial Road #2
Cranbrook, BC V1C 5X5
Tyler Anderson – General Manager
(250) 417-3607 Email: tyler.anderson@gflenv.com
(East Sub-Region)

GFL Environmental
34613 Vye Road
Abbotsford, BC V2S 8J7
Harpreet Parhar – General Manager
(604) 823- 2116 Email : hparhar@gflenv.com
(Central Sub-Region, West Sub-Region, Other)

Thank you for considering our Proposal. We value your partnership and look forward to continuing to service the Industrial, Commercial and Institutional Recycling Services for the RDCK.

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PROPOSAL FORM



REQUEST FOR PROPOSALS

Industrial, Commercial and Institutional Recycling Services 2024-2026

2:00 pm PST, March 18, 2024

COMPANY NAME: GFL Environmental Inc.

ADDRESS: 34613 Vye Road, Abbotsford, BC V2S 8J7

CITY/POSTAL CODE: 1425 Industrial Road #2, Cranbrook, BC V1C 5X5

EMAIL: hparhar@gflenv.com, tyler.anderson@gflenv.com

WORKSAFE BC ACCOUNT NUMBER: 200926667

DATED: March 18, 2024

TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

The Proponent has carefully examined the Site where the Services will be supplied or used and the Contract Documents for the Industrial, Commercial and Institutional Recycling Services 2024-2026 .

The undersigned Proponent understands the conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in **Schedule 2**-Pricing Schedules and in accordance with the other Schedules of this Proposal.

The immediately following schedules, entitled **Schedules 1 to 7**, shall be read with and form part of this Proposal as if embodied herein.

The Proposal includes all addenda numbers 1 to 2 inclusive.

The Proponent understands and agrees that:

- a) the proposed rates specified in **Schedule 2**-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b) payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in **Schedule 2**-Pricing Schedules;
- c) The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal;

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal; and

- d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

The Proponent agrees as follows:

- a) If the undersigned is notified in writing of the acceptance of their Proposal, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b) Guarantees completion of the Contract in accordance with the Contract Documents;
- c) Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and WorkSafe BC clearance letter for the performance of the Contract;
- d) To begin supply of the Services on the date specified in the Notice to Proceed;
- e) Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim; and
- f) The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.



Signature of Proponent

Authorization

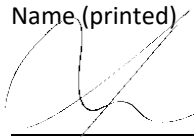
I/we hereby certify that the prices and dates and other information contained in this Proposal are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Proposal.

It is hereby agreed that once the Proposals for the Contract have been opened, this Proposal and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Proposals for the Contract, whichever shall first occur.

SIGNED, SEALED AND DELIVERED by:

GFL Environmental Inc.
Name of Proponent (Company)

In the presence of:

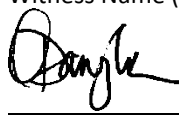
Stewart Young Jr
Name (printed)

Authorized Signature

1045 Dunford Avenue
Address (printed)

Victoria, BC V9B 2S4
Address (printed)

(250) 883-5707
Telephone

Fax

Orietta Danyluk
Witness Name (printed)

Witness Signature

70 Golden Drive
Address (printed)

Coquitlam, BC V3K 6B5
Address (printed)

(604)529-4030
Telephone


Fax

DATED this 18 day of March, 2024.

OFFICER'S CERTIFICATE
GFL ENVIRONMENTAL INC.
(the "Corporation")

Re: Power of attorney to provide signing authority to Stewart Young Jr for the Regional District of Central Kootenay Industrial, Commercial and Institutional Recycling Services RFP # 2023-253-ENV


The undersigned, Patrick Dovigi, in his capacity as President and CEO of the Corporation, hereby certifies, in his capacity as an officer of the Corporation and not in his personal capacity and without personal liability, that pursuant to the governing corporate documents of the Corporation, there is no requirement for a board resolution naming **Stewart Young Jr – Regional Vice President, Solid Waste, British Columbia**, as authorized to sign all documents relating to the Regional District of Central Kootenay Industrial, Commercial and Institutional Recycling Services RFP # 2023-253-ENV on behalf of the Corporation.



Name: **Patrick Dovigi**
Title: President and CEO

I, Mindy Gilbert, Secretary of the Corporation, hereby certify, for and on behalf of the Corporation, and not in my personal capacity and without personal liability, that Patrick Dovigi is the President and CEO of the Corporation and that the signature set forth above is his true signature.

Dated this 1st day of March 2024.



Name: **Mindy Gilbert**
Title: Secretary



BID BOND

CCDC 220 - 2002

No. 0180890-24-23

Bond Amount 10% of the Total Bid Price

GFL ENVIRONMENTAL INC. as Principal, hereinafter called the Principal, and **BERKLEY INSURANCE COMPANY** a corporation created and existing under the laws of **DELAWARE** and duly authorized to transact the business of Suretyship in **CANADA** as Surety, hereinafter called the Surety, are held and firmly bound unto **REGIONAL DISTRICT OF CENTRAL KOOTENAY** as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF THE TOTAL BID PRICE (10%)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **18th** day of **March**, in the year **2024**

for **PROPOSAL NO. 2023-253-ENV; INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL RECYCLING SERVICES 2024-2026**

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **ninety (90)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

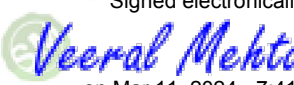
IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **11th** day of **March**, in the year **2024**.

SIGNED and SEALED

in the presence of

ATTORNEY IN FACT



GFL ENVIRONMENTAL INC. Signed electronically by

 on Mar 11, 2024 - 7:41 PM GMT
 Signature

Principal

Veeral Mehta

Name of person signing

BERKLEY INSURANCE COMPANY Signed electronically by

 on Mar 11, 2024 - 7:39 PM GMT
 Signature

Surety

KIM GRANT, Attorney-in-fact

Name of person signing



Copyright 2002

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)

SCHEDULE 3: EQUIPMENT LIST

The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED
1	Recycling Depots: 2023 Mack Granite Roll Off Truck – Good Condition	✓	
1	Recycling Depots: 2019 Mack Granite Roll Off Truck – Good Condition	✓	
1	Recycling Depots: 2008 Mack CT713 Roll Off Truck – Good Condition	✓	
1	Recycling Depots: 2007 Mack CL733 Roll Off Truck – Good Condition <small>*Back up vehicle</small>	✓	
1	Recycling Depots: 2007 Kenworth T 800 Roll Off Truck – Good Condition <small>*Back up vehicle</small>	✓	
1	Creston Depot: 2016 Peterbilt Front-load - Good Condition Creston Depot: 2014 Peterbilt Front-load - Good Condition	✓	
1	Crawford Bay Depot: 2022 - Freightliner Roll-off - Good Condition	✓	
1	Crawford Bay Depot: 2022 - Kenworth Roll-off - Good Condition	✓	

The Proponent must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

<p>FLEET MITIGATION PLAN</p> <p>In general, as a basic Fleet Mitigation Plan for situations where excessive equipment is down for repair, large scale manufacturer defect, late delivery, sabotaged, or in case of major environmental disaster such as flood, fire or any other event that might render a large portion of the Fleet unserviceable; there are two basic approaches that allow a great deal of leeway to resume collection activities within 48 hours.</p> <p>The first approach is simply to transfer additional back-up and low utilized equipment from other Divisions within GFL in BC and/or Alberta. This approach is particularly realistic for GFL, as we operate a large fleet in Canada, with operations throughout Central, Western, and Eastern Canada.</p> <p>The second approach is to rent waste collection equipment from a vendor such as “Big Truck Rentals”. This group in particular maintains a contingent of ‘emergency’ rental vehicles that they can make available for transport within 24 hours.</p>



Signature of Proponent

SCHEDULE 4: PROPOSED SUB-CONTRACTORS

The Proponent shall provide the name and address of the Sub-Contractor that the Proponent intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR
No subcontractors will be used	

(If additional space is required use reverse side of this page.)



Signature of Proponent

SCHEDULE 5: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Proposal.


ADDENDUM NO. 1 DATED March 1, 2024

ADDENDUM NO. 2 DATED March 11, 2024

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____



Signature of Proponent

SCHEDULE 6: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent’s Experience on Projects of a Similar Nature

Project: Regional District Kootenay Boundary Value: \$670K Annually

Owner: Janine Dougal Phone Number: (250) 692-0313

Description: GFL provides front-load waste collection, recycling collection, and Roll-off ICI bin hauling services to RDCKB. The Roll-off bin hauling is done for McKelvey Creek Landfill. These services are in addition to the Residential Collection services we provide for RDCKB.

Project: Overwaitea Food Group Value: \$4.5M Annually

Owner: Stathie Sgouraditis Phone Number: (604) 312-2079

Description: GFL provides Roll-off hauling services, as well as Front-load and Tote collection services for all Overwaitea Food Group stores in Metro Vancouver, Fraser Valley, BC Interior (Kamloops, Kelowna, Penticton, Salmon Arm, and Vernon) as well as all Alberta locations.

Project: Recycle BC Value: \$4M Annually

Owner: Tamara Burns Phone Number: (778) 588-9504

Description: GFL is responsible for the recycling of residential packaging and paper products within the province of BC. GFL provides all post collection services which include transportation and processing of all collected material. GFL is also responsible for end-market recycling which totals over 200,000 tonnes annually.



Signature of Proponent

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

The Regional District of Central Kootenay has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. Proponents are requested to provide details on what, if any, environmental attributes they will incorporate into the supply of the Services. Consideration of environmental attributes will form part of the overall evaluation of Proposals.

Examples of environmental attributes include but are not limited to:

- Proponent’s corporate efforts to reduce greenhouse gas emissions;
- Proponent’s use of alternative fuels in transportation operations;
- Proponent’s use of cleaner burning diesel engines in vehicles; and
- Proponent’s effort to limit the carbon footprint.

Please see the following pages for a summary of GFL's environmental attributes.

(If additional space is required use reverse side of this page.)



Signature of Proponent

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

GFL ENVIRONMENTAL VALUES

GFL Environmental Inc. is committed to making sustainable development a fundamental principle of policy development, recycling, disposal, transportation, safety regulation, and program delivery, and to ensure that all its operations are conducted in an environmentally responsible manner.

GFL is committed to sustainable environmental responsibility to improve the company's environmental practices and take action to mitigate the environmental impacts.

Using the principles of the International Organization for Standardization (ISO) 14000 series of standards, GFL has developed a system that incorporates environmental considerations into all aspects of decision-making. The successful integration of the Environmental Management Plan (EMP) into the overall management scheme contributes to GFL's fulfillment of Canada's Sustainable Development Strategy.

In support of the EMP, the company has developed an environmental monitoring program. The objectives of the program are to:

- Confirm compliance with applicable legislation and regulations;
- Investigate all recycling initiatives;
- Guarantee environmental clauses in agreements are being met;
- Ensure operations are consistent with good environmental practices and sustainable development objectives.

GFL ENVIRONMENTAL OPERATIONAL PRACTICES

🟢 **Idling Policy** – GFL vehicles are only permitted to idle for a maximum of 5 minutes. GPS technology on vehicles provides management with the tools to monitor the success of the program and to enforce the parameters of this policy. In the case of extreme cold weather, drivers will be instructed to plug in block heaters with timers set to warm vehicles prior to start up and be allowed to idle up to 5 minutes first thing in the morning. Vehicles will also be programmed to shut down automatically after idling for 5 minutes.

There are several benefits to implementing idling reduction programs. Reducing idling for fleet vehicles reduces fuel consumption, as well as wear and tear. Less idling also leads to reductions in smog emissions and thus may reduce respiratory ailments. These programs can also be used to reduce carbon emissions and their resultant impacts on climate. Establishing and adhering to a fleet idling policy demonstrates environmental leadership by providing an example, which may lead to further green practices by our staff at home and in the community.

🟢 **Daily Vehicle Checkups** – In addition to mandated circle checks, GFL drivers are required to maintain optimum tire pressure to maximize performance and reduce emissions. At the end of the day drivers will hand in Daily Inspection Reports /Time Record Reports indicating any problems they detected on their trucks. Mechanics will then investigate the problems and service the vehicle, so that the truck is ready to operate at peak efficiency for the next collection day.

🟢 **Tires** – The nature of stop and start curbside waste/recycling collections results in undue wear on tires. Therefore, GFL uses specially designed tires for the waste industry. Tire pressure will be checked weekly by an outside source in addition to the regular preventative maintenance, which includes balancing to improve performance.

- **Regular Maintenance** – GFL vehicles undergo preventative maintenance in the form of a Mechanical Vehicle Inspection A-Service every 150 hours and Mechanical Vehicle Inspection B-Service every 450 hours. This practice ensures that vehicles avoid costly downtime and route inefficiencies.
- **Cleaning Vehicles** – GFL washes vehicles on a weekly basis to improve their appearance and reduce odors. The enzymatic cleaning/deodorizing product used to clean our vehicles has a fast-acting natural bacteria which digests odor source, as well as a biodegradable surfactant that provides the cleaning power. It comes in a concentrate prior to being added to water in the power washing process. GFL has fine-tuned this cleaning process using an organic “green” product to reduce the impact on the environment.
- **On The Road GPS/Laptops/2-Way Radios** – In addition to 2-way radios, our Route Supervisors will be outfitted with a laptop computer in their pick-up trucks, so that they can receive GPS coordinates and information. These communication and information tools allow the Route Supervisor to resolve issues on the road quickly, resulting in less down time and travel time, consequently, boosting their effectiveness.
- **Route Optimization** – Heuristic Routing is employed to determine the most efficient routes for collecting materials, such as limiting left turns, which are time consuming and can result in accidents. To optimize route efficiency, adjustments are made on a continuous basis, through the utilization of the GPS system and responding to input from drivers, supervisors and clients. The goal is to improve efficiency and reduce driving time on an ongoing basis.
- **Procurement Practices** – All lubrication and cleaning products used on GFL vehicles are scrutinized (MSDS sheets) to determine that they pose no hazard to our staff or the environment. Specifically, we are continually looking for new, “greener” products that are organic and biodegradable.
- **Administrative Tools** – GFL strives to operate “green” offices. Whenever possible, office supplies (paper, pens, etc.) ordered for use in our offices are made from recyclable materials. GFL invoices are printed on 100% recycled paper. All toner cartridges are sent back to suppliers to be reused. Initiatives such as ‘plastic bag free lunches’ and ‘reusable coffee/water containers only’ have been implemented in our offices.

SUSTAINABILITY

Sustainability is a core value at GFL. In providing accessible, cost-effective environmental solutions, GFL enables its customers and the communities it serves to be **Green for Life**. Aligned with this purpose, GFL has made significant investments in not only new technologies but in the innovation of existing management and operating processes. These investments reflect GFL’s commitment to providing sustainable environmental solutions that are also value enhancing for its business.

Examples of these investments include:

- Organics facilities that recycle organic waste to produce high quality compost product, fertilizers, and other soil supplements. By providing a commercially viable environmental solution, communities can help reduce their overall greenhouse gas footprint by keeping organic waste out of landfills.
- Landfill gas to energy facilities that capture landfill gas and convert the captured gas into a renewable source of electricity for use by households and commercial establishments.

- Compressed natural gas (CNG) fleet that uses clean natural gas to power solid waste collection vehicles. CNG emits far less greenhouse gas and contaminants per kilometre than traditional diesel fuel.
- Soil remediation facilities that remediate contaminated soils for reuse in development projects. These soils would otherwise be destined for landfill disposal. The use of soil remediation facilities not only reduces construction costs, but they also reduce greenhouse gas emissions from trucking by supporting beneficial reuse of soils.
- A re-refinery which will recycle used motor oil from passenger and commercial vehicles into diesel fuel. By displacing virgin fuels, environmental impacts from resource extraction are avoided.

SUSTAINABILITY AWARD

GFL has been awarded a SEAL (Sustainability, Environmental Achievement & Leadership) 2020 Business Sustainability Award, which celebrates outstanding global leaders in sustainability and their commitment to sustainable business practices. The award which is given annually to recognize excellence in specific environmental and sustainability initiatives, was awarded to GFL for our Environmental Innovation Program. In 2023, GFL won a SEAL Business Sustainability Award for our renewable natural gas initiatives at several landfills.



Innovation and entrepreneurship have been essential to GFL's success. As a small start-up in 2007, GFL has discovered ways to do business differently, and to distinguish ourselves from our competitors. This includes investing in sustainable environmental solutions for our customers, such as composting and material recovery facilities, used motor oil recycling, and soil remediation. As we have grown, we have and will continue to make these investments because we see the value that they bring to our company, our customers, and our communities.

2021 SUSTAINABILITY REPORT AND 2022 SUSTAINABILITY UPDATE REPORT

GFL is pleased to announce the release of our 2022 Sustainability Update Report, showing progress on the implementation of our Plan and our goals laid out in our 2021 Sustainability Report. Our 2021 Sustainability Report established our Sustainability Action Plan and outlined GFL's long-term sustainability goals.

"This year's Sustainability Report marks an important milestone in meeting our commitment to our customers, employees and stakeholders," said GFL Founder and CEO Patrick Dovigi. "Our Sustainability Action Plan formalizes our goals and commitments, but most importantly includes a clear path to achieving them."

Underpinned by GFL's vision, values and foundational business strategies, the plan lays out ambitious and achievable sustainability goals that aim to benefit the environment, GFL's workforce, and the customers and communities we serve.

Key commitments include reducing our Total Recordable Incident Rate, increasing diversity within our workforce, cutting greenhouse gas (GHG) emissions from our operations, investing in solutions that will help increase avoided GHG emissions for our customers, and pledging CAD \$1.5 million annually through the Full Circle Project.

The report also showcases the many achievements of Team Green, including the growth of GFL's operations, recent awards and recognition, and how our services are helping our customers meet their own sustainability goals. Collectively, GFL employees have and will continue to drive GFL's success through their commitment to the business and its core principles.

"Since I founded GFL in 2007, we have been driven by our entrepreneurial and innovative culture to meet our customers' needs for environmentally responsible and sustainable solutions. Our employees are central to the success of this culture, and they will continue to play a vital role in helping us work towards our goals," Patrick added. "I am very proud of the work of our teams as we continue on our sustainability journey."

Follow the links for the:

[2021 Sustainability Report](#)

[2022 Sustainability Update Report.](#)

GFL SUSTAINABILITY GOALS:

GFL's sustainability goals are summarized as follows (the base year for these goals is 2021):

Our Employees:

- Reduce our Total Recordable Incident Rate to 2.0 or less;
- Increase employee engagement and retention;
- Increase the overall percentage of female employees across GFL;
- **Circular Economy and Climate Leadership by 2030:**
- Decrease scope 1 and 2 greenhouse gas emissions by 15%;
- Increase recyclables recovered at our material recovery facilities by 40%;
- Use 100% renewable electricity at our own facilities;

Environmental Stewardship 2025:

- Promote biodiversity by certifying nature conservation or protection projects for at least 10 GFL sites;
- Conduct sustainability supply chain management audits for 100 of our critical tier 1 suppliers to ensure alignment with GFL's Supplier Code of Conduct;

Our Communities:

- Continue to build on the success of the Full and Circle Project and pledge CAD \$1.5 million annually in donations to communities through the program.

GFL has implemented the GFL Corporate Environmental Policy to illustrate our commitment to environmental stewardship in the communities we live in and serve. Please see the following policy for details on how GFL aims to reduce our overall environmental footprint, including actions implemented to reduce the direct GHG emissions from our operations.



GFL Corporate Environmental Policy

The purpose of this Policy is to communicate our commitment to environmental stewardship in the communities we live in and serve, and to establish the expectations of GFL Environmental Inc., and all our subsidiaries (collectively, "GFL"), in meeting this commitment.

We are committed to the protection of the environment and continual improvement. We have established corporate level targets to reduce our overall environmental footprint, including the reduction of direct GHG emissions from our operations. We will report annually on our progress in achieving our targets. We will continue to invest in organizational resources to provide our teams with the information and tools needed to develop the necessary programs to achieve our sustainability goals empowering them to develop innovative solutions, and providing capital for implementing solutions to reduce our environmental impacts.

GFL commits to:

- Protecting the environment, including preventing pollution
- Fulfilling our compliance obligations including complying with all applicable environmental laws and regulations
- Embedding environmental management into our culture through visible leadership and fostering engagement and accountability at all levels
- Collaborating and working constructively with other stakeholders to advance our knowledge and collective progress in the areas of transitioning to a circular economy and climate change leadership
- Providing our people with the information and tools they need to achieve our goals and empowering them to develop innovative solutions to minimize our environmental impacts
- Providing the organizational resources required to achieve these goals
- Communicating our programs, goals and this policy internally and externally, to all interested parties
- Monitoring and reporting on our performance internally and externally and holding ourselves accountable to meeting our goals and commitments
- Assessing and continually improving our environmental management system to enhance environmental performance

All of our business units are required to have an environmental management system in place which meets or exceeds the commitments of this policy.

A handwritten signature in blue ink, appearing to read 'Patrick Dovigi', is written over a thin blue horizontal line.

Patrick Dovigi
Chief Executive Officer & President

Dated as of: January 1, 2023

Green For Life. Safe For Life.



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Industrial, Commercial and Institutional Recycling Service
2023-253-ENV | March 18, 2024

SUBMITTED BY

Waste Management of Canada Corporation

CONTACT

Christine Smith | Account Executive II
(250) 687-0398 | csmith66@wm.com





Waste Management of Canada Corporation

1844 Co-op Lane
Castlegar BC V1N 4K2

March 18, 2024

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Attn: Akane Norimatsu, Resource Recovery Technician

On behalf of Waste Management of Canada Corporation, (WM) we are pleased to present this submission for 2023-253-ENV, Industrial, Commercial and Institutional Recycling Service. We appreciate the opportunity to participate in the Regional District of Central Kootenay's (RDCK's) important procurement process.

We are excited to present a solutions based proposal to the RDCK that not only collects and processes the ICI OCC from the depot locations within, but also offers a reduction in greenhouse gas emissions by consolidating depot services into existing WM routing, maximizes our WM Smart TruckSM camera technology to aid in materials management at the site level, and provides you locally managed MRF facilities to ensure your product goes to a processing mill that not only offers the best rate but is vetted through our vendor ethics protocols to ensure the material ends up recycled. In addition to all of that, your local WM team of drivers are knowledgeable of the existing service areas and routes, and your local management team has a combined 32 years of experience providing customer service in the West Kootenays.

Service, commitment, ethical business practices, transparency, and value are the hallmarks of our local, dedicated professionals. We firmly believe in source separation of recyclables to maximize the recovery value of recyclable material. We aim to demonstrate why WM is a qualified, safety conscious, responsible and accountable company to partner with RDCK.

Please do not hesitate to contact us should you have any questions or require additional information. We are here and happy to answer any questions.

Best regards,

Christine Smith

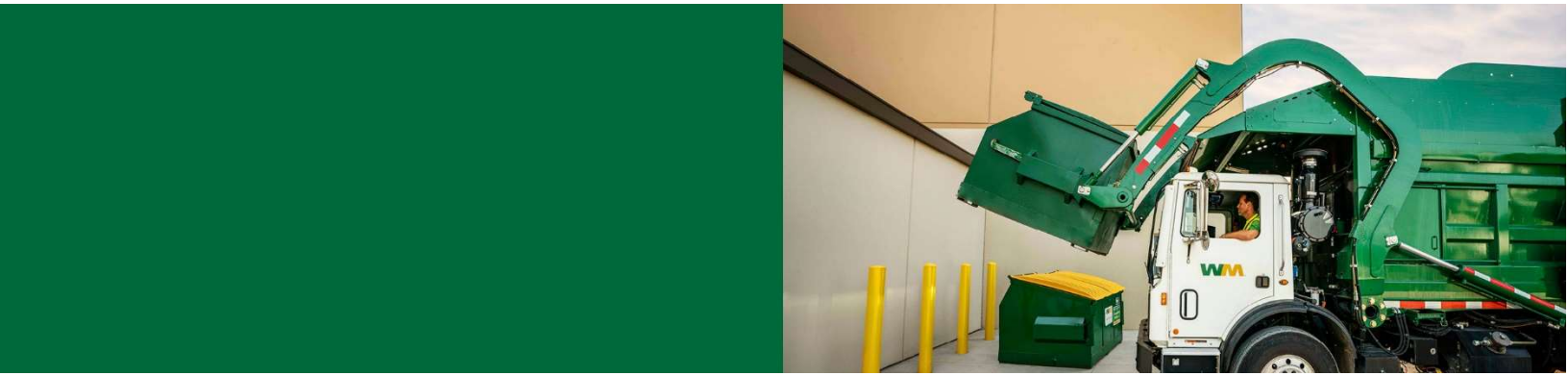
Christine Smith, Account Executive II
(250) 687-0398, csmith66@wm.com

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Data contained in this proposal represents the most recently published information for WM’s wholly owned operations, unless otherwise indicated.





Introduction

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 49,317 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

Regionally we are 2504 employees, 929 routes, 6 landfills, 14 transfer stations and 9 Material Recovery Facilities.

WM At-a-Glance (data represents the most recently published information)

- **49,317** team members
- **254** active solid waste landfills for disposal of residential, commercial, and industrial waste
- **5** hazardous waste sites for disposal of materials such as paint, fluorescent bulbs, and used automotive fluids
- **497** hauling facilities that serve as local home-bases for our collection drivers and vehicles
- **337** transfer stations that allow us to efficiently consolidate and transport the material we collect
- **97** recycling processing centers, including **46** single stream recycling facilities that sort and prepare recyclables for end markets
- **41** organics processing facilities that transform food and yard debris into nutrient-rich compost
- **4** CORE[®] processing facilities that process source-separated organics into a slurry that is delivered to wastewater treatment facilities to increase energy production
- **135** landfill gas-to-energy facilities that capture methane and convert it to renewable energy, including **17** landfill gas-to-fuel facilities that produce renewable natural gas to fuel our collection fleet
- **11,307** alternative fuel vehicles that produce lower emissions than fossil fuels

WM is Evolving from Service Provider to Sustainability Partner

“Sustainability is about our planet... AND about our people, including employees. Our employees are the heartbeat of our company and creating a ‘people-first’ culture where our employees are empowered to do the right thing, the right way every day – that is a passion of mine.”

- Jim Fish, President and CEO of Waste Management, From Keynote Speech at WM Sustainability Forum

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability partner by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment. As the largest operator of biofuel trucks with a goal of being off diesel completely by 2035, that's 71 Million gallons of diesel savings and 30, 000 MT of carbon emissions offset. We are setting aggressive targets for tomorrow.

Over two decades, we've enhanced and protected nearly 20,000 acres of wildlife in partnership with Wildlife Habitat Council (WHC). We continuously promote sustainability, wildlife preservation, biodiversity and environmental education at dozens of WHC-certified sites in North America.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do, because we are Always Working For A Sustainable Tomorrow®.

And we are investing – significantly – in this sustainability strategy. The following are WM's five strategic sustainability growth areas that will continue to shape WM's path to a true sustainability partner.

Sustainability program partner

Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.

Modern landfills and renewable energy

As part of our overarching company goals to reduce climate impact of our operations, by 2026 we expect to see six-fold growth in the amount of renewable natural gas (RNG) produced at WM landfills – growth capable through \$825 million in investments in our RNG infrastructure from 2022-25. We also aim to use 100% renewable electricity at facilities we control by 2025.

Recycling infrastructure We plan to invest \$800 million in new and upgraded recycling infrastructure from 2022-25 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. These investments will result in 25% expected growth in tons diverted from landfills from 2022-25.

Integrated organics Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.

Circular logistics By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and the more emissions we can avoid. From educating consumers on how to recycle right, to investing in technologies that allow us to divert from landfills, to helping create new markets for recyclables – WM participates in creating a circular economy.

Sustainability is about the planet for sure, but at WM that includes people too.

Charitable giving, community sponsorship, providing an inclusive and diverse company culture all ensure we are investing in people for a sustainable tomorrow.

As a “People First” organization, we attract and retain top talent by making Waste Management a company for which our employees are proud to work. We believe that fostering mutual trust and respect is a cornerstone of being an inclusive and welcoming workplace.

At WM, we know if we focus on our people first, they’ll put our customers and communities first. We’re proud to see that belief in action as our WM family steps up in their communities. We’re proud to give back, employees actively volunteer in our communities in food drives, community events and other philanthropic programs.

 **WM British Columbia**
@ThinkGreenBC

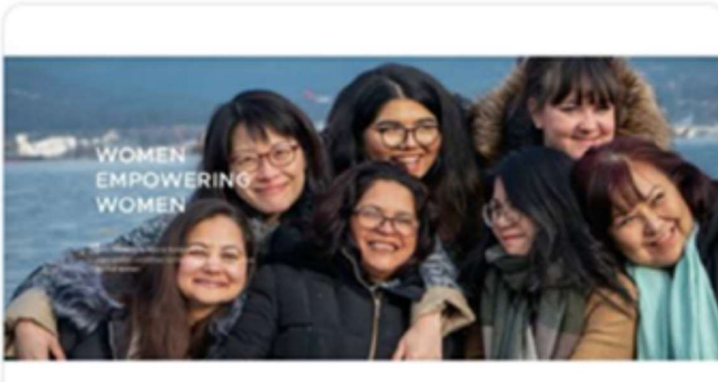
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Cash on the roadway! What would you do? When the @WasteManagement team discovered a roadway covered with cash in @saanich, they did what WM teams do daily: the right thing, the right way. See story @CTVNewsVI @CTVNewsAdam bit.ly/37reQHU





On #MLKday, @WasteManagement honors his legacy by donating to worthy causes like our partner and valued customer, Atira Women's Resource Society. @FreeOfViolence supports women & children affected by violence with safe and supportive housing, along with education and advocacy.



THE UNIVERSITY
OF BRITISH COLUMBIA



WM British Columbia
@ThinkGreenBC

...



Schedule 1: Description of Services

1.1 The RDCK operates 21 recycling depots within the Regional District (see Appendix A-List of RDCK Depots). RBC provides for the transportation, processing and marketing of all recyclable materials collected at 12 Core recycling depots and the RDCK supplements 9 satellite depots to serve some rural communities in the RDCK. However, RBC's recycling program does not include recyclable materials generated from ICI users. To maintain recycling service for local businesses, the RDCK has elected to support the collection, transportation and marketing of Old Corrugated Cardboard (OCC) from ICI users at selected depots as listed in Appendix B-List of Depot with ICI OCC Collection Services. This list may be subject to addition or removal of site at the complete discretion of the RDCK. The tonnage of ICI OCC collected from each Site from January 1, 2023, to December 31, 2023, are summarized in Appendix C.

The Contractor is responsible for supplying appropriate collection equipment (for example: Roll-off bins, front-load bins or other) to collect ICI OCC. Bin style is at the discretion of the Contractor pending they fit in the current site configuration and do not negatively impact operations.

RDCK staff is responsible for completing and sending the daily report from each depot to Contractor's operations team by the deadline that the RDCK and the Contractor will mutually agree upon. The daily report includes information about the ICI bin's capacity as well as other issues/requests associated with the supplies and services. ICI bin servicing shall occur as described in 1.2 below. The Contractor is responsible for sharing the dispatch schedule weekly with the RDCK representative. The Contractor must communicate with the RDCK representative promptly if any amendment of a dispatch schedule and/or cancellation and/or delay of the service is anticipated.

Waste Management is in a unique position to provide an efficient solution, not only in relation to the service of, but also the management of, the 9 depots offering ICI OCC collection Services to area businesses through the RDCK.

WM's proposed solution will utilize existing FEL service routes for all but one of the RDCK ICI OCC collection sites. By pre-scheduling the site collection based on the monthly service volumes provided, we eliminate the need for multiple RDCK personnel to be involved in monitoring for call in services. Instead, communication would be centered around seasonal bumps in volume (Christmas) and one-off unexpected volume increases.

Within this solution, the sites with limited routing availability will be provided FLEX bins as part of our proposal. This FLEX bin will accommodate unplanned volume, ensuring the site stays operational for users. This bin can be added to the next planned service day as needed for an extra lift charge. Central locations such as Nelson and Castlegar will have the ability to add an additional pick-up day.

1.2. Frequency of Service Required

The following tables indicate the estimated frequency of the services required at each Site to accommodate with the volume of ICI OCC that are brought to each Site.

Depots with ICI services	Size of the bins being used as of 2023 Nov	Estimated minimum frequency of Services required (Monthly) in 2023	Total Monthly Volume (Metric Ton) 2023
Creston Helen Street Recycling Depot	6 yard bin (x8)	5	6.1 MT
Crescent Valley Recycling Depot	6 yard bin	1	N/A
Kaslo Recycling Depot	40 yard roll-off bin	2	2.1MT
Nakusp Recycling Depot	40 yard roll-off bin	2	2.6MT
Nelson Lakeside Recycling Depot	40 yard roll-off bin	6	6.7MT
New Denver Recycling Depot	40 yard roll-off bin	1	1.4MT
Ootischenia Recycling Depot	40 yard roll off bin	2	2.4MT
Salmo Recycling Depot	40 yard roll-off bin	1	0.79MT

Each site should only be serviced when the Site reports over 80% full capacity. The Contractor should ensure to service the Site at a frequency that is required for each Site to stay operational during the hours of operation and mitigate any Service Interruptions wherever possible (Appendix D-RDCK Depots Hours of Operation).

Based on the RDCK’s data provided there is an assumption of the basic level of service needed for each location, that data is what we are using for our solutions proposal. To ensure WM is efficiently servicing your locations to as close to 80% plus capacity when serviced we will right size your service by utilizing our SMART TruckSM technology. This tool allows us to determine if the proposed level of service is too much or too little and make adjustments based upon that data. When a site experiences a seasonal increase in volume, we can accommodate that by adding additional pick ups or having the RDCK staff onsite unlock the flex bin for the additional volume. This will reduce the RDCK staff's responsibility to make us aware of one-off large volumes that may be less predictable at each site.

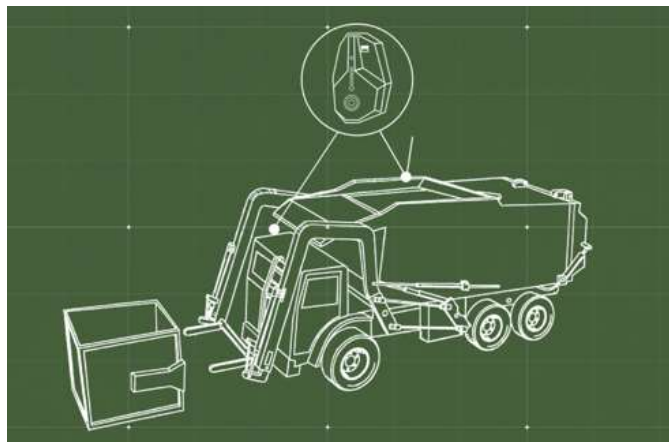
WM Smart TruckSM Technology: Commercial Collection Made Smarter

As the industry leader in developing innovative technology to improve our customers' experience, WM has unveiled the WM Smart TruckSM - a proprietary autonomous service data collection platform that makes commercial collection smarter, safer, and more efficient while improving service quality.

Smart TruckSM technology documents service data and customer setout behavior through sensors and onboard cameras to provide service verification and overage and contamination recognition. WM then reviews

the data collected on route, including vehicle location and photo and video documentation of service. If an issue is identified, such as contamination or overage, the customer receives a notification based on customer communication preferences. Additionally, Smart TruckSM assists with safety and beautification efforts through identification of unsafe and/or unsightly containers by physical address for proactive repair or replacement.

WM is at the forefront of developing and implementing sustainable technologies that are revolutionary in the environmental services industry, and Smart Truck[®] is the latest in those continual efforts.

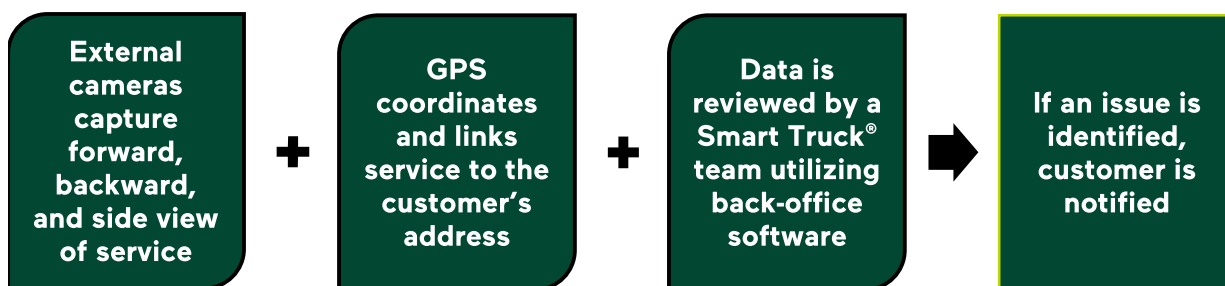


The Benefits of Smart TruckSM

- Smart TruckSM **maximizes safety** by automating processes that keep our drivers in the cab so they can focus on the task at hand while constantly monitoring their surroundings.
- Smart TruckSM **provides better service with more transparency** by documenting every container serviced every day for improved customer experience through proactive communication.
- Smart TruckSM **improves waste-related decision-making**. Awareness is the first step to behavior change. Using pictures or video, Smart Truck[®] technology notifies the customer of trash overages, contamination, and container issues to help increase efficiencies and reduce costs.
- Smart TruckSM **enhances community aesthetics**. Images and videos allow us to proactively identify service opportunities such as containers that need repair, graffiti that needs to be removed, and overflowing dumpsters that need to be addressed.

EXPECT MORE
FROM YOUR
ENVIRONMENTAL
SERVICES PROVIDER

How Smart TruckSM Technology Works



Tested and Proven in the Field

At WM, we place our customers at the center of what we do every day, which is why we asked our customers what would make their service experience easier and smarter. Smart TruckSM technology is a well-thought-out enhancement to our existing, industry-leading onboard technology - developed with careful consideration of our customers' needs and tested and proven in the field with real life customer experiences. The following are questions we received from customers during initial testing.

How does Smart TruckSM technology improve customer service? The technology frees the driver to have a singular responsibility: collection service excellence. Drivers will no longer have to leave their trucks to photograph container overages or contamination. Smart TruckSM technology also adds another layer of service quality for customers by confirming every service every day, automatically recording issues such as a damaged container, missed service, or blocked containers, allowing for a timely service response.

In 2019, WM commercial trucks in Northern California were outfitted with Smart TruckSM technology. Within the first three months, contamination incidents decreased by as much as 89 percent and overage incidents decreased by as much as 54 percent as a result of education and communication courtesy of Smart TruckSM technology.

What happens when Smart TruckSM technology detects a service issue? WM reviews the images from each route daily for overfilled containers and any potential contamination. Depending on the issue, a repair ticket is created, or a notification is sent to the customer. If a container is overfilled or contaminated, the customer will be notified, and a charge will be applied as permitted by the service contract. If a container needs maintenance, repair, and/or replacement, the team will send a ticket to our operations team for action.

How are customers notified? Currently, customers are notified of overages and contamination via email or phone within 24 to 36 hours of service. In the future, they will be contacted through their preferred channel of communication (email, text, or phone), which they can specify online at wm.com/us/mypreferences. Customers may receive additional proactive communications, such as a call or email from their Account Manager, with recommendations to right-size equipment that may result in reduced costs.

What happens if a customer disputes an issue identified by a Smart TruckSM? We will work with customers to resolve any concerns and disputes. The starting point is access to an image that can be viewed by both parties. Our account managers are focused on providing solutions. They will work collaboratively with our customers and operations team to identify opportunities for improvement and the solutions needed to maximize service efficiency. Our goal is to identify right-sizing opportunities, so customers receive the appropriate service based on their waste generation. Smart TruckSM technology provides a daily audit system that allows us to provide consultative services through technology.



1.3. Reporting the volume of ICI OCC and Commodity Value Rebate to the RDCK

The Contractor is responsible of recording the tonnage of ICI OCC collected from each Site and reporting the tonnage monthly to the RDCK representative. The Contractor is also responsible for reporting the final recycling location(s) where the collected ICI OCC have been delivered to and any commodity value rebate payable to the RDCK monthly.

While the OCC commodity market has seen gradual overall improvement in commodity prices, the costs to bale and ship the material from the collection area to the processing facility have continued to climb year-over-year. WM MRF Castlegar and WM MRF Cranbrook both review available processor rates monthly to ensure we are sourcing the best possible processing and shipping rates, but historically rebates are rare. With the use of FEL service models at the RDCK sites, tonnage reports will be calculated at 42 LBS/per yard for OCC material. Roll Off service will be calculated at actual tonnage as per scale ticket.

WM can provide the details of the processors that your material is shipped to from the WM owned MRF's in Castlegar and Cranbrook on a month-to-month basis with the report.

1.4. Off-Hours Site Access and Security Measure for the Contractor's Properties

The Contractor will be given access to the Site outside of normal hours of operation, as per RDCK off hours and key issuance procedure. If accessing a Site off-hour, the Contractor shall secure the Site before departure. The Contractor shall provide the Site sufficient number of locks and cables for Staff to secure the Contractor's properties from being accessed during the outside of normal hours of operation.




All WM owned containers will be supplied with locks for RDCK staff and two keys per lock. These locks will be coded specifically to the RDCK collection contract. All containers will be re-locked by our staff after tipping unless advised to do so differently by onsite RDCK attendants during normal hours of operation hours. We will adhere to RDCK off hours procedures for any properties accessed outside of operating hours.



1.5 The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK during the week and weekend during the hours of operation.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract. All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

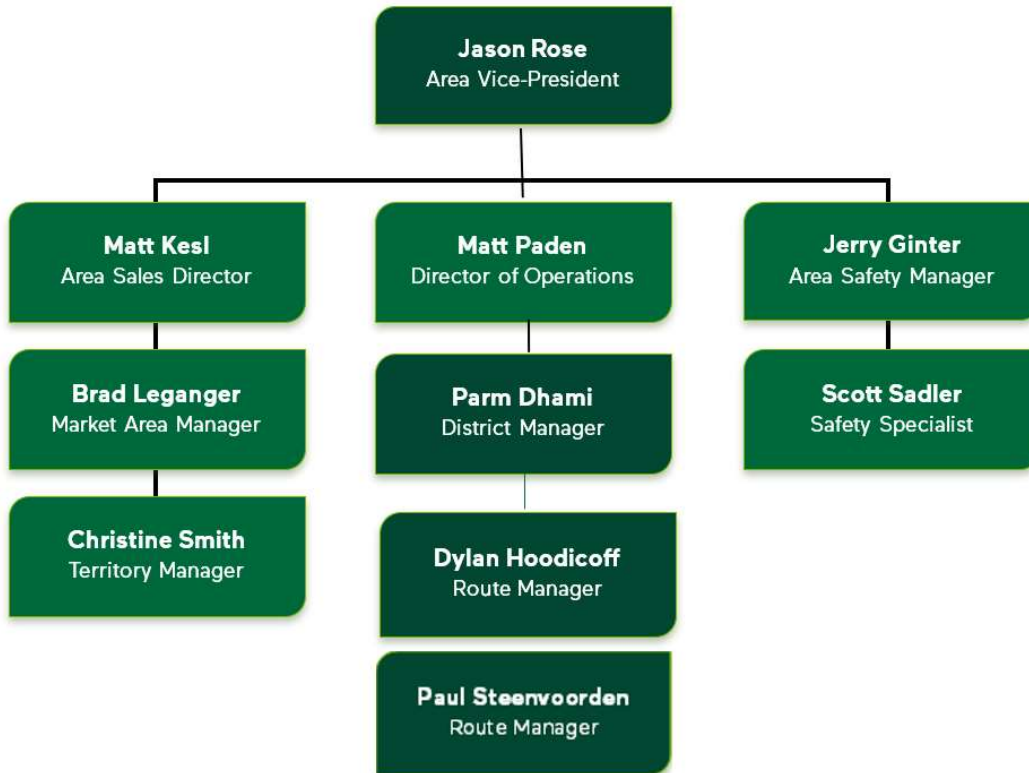
Introducing our RDCK Service Team

At WM, we believe that developing a strong relationship with you and your community is important to our long-term partnership. Our priority is to thoroughly understand our customers' program goals and service expectations – we listen first and act second. Through on and off the street research, our conversations with you, and this RFP process, we have developed substantial insight into your expectations for your program.

Christine Smith, Account Executive	
	<p>Christine works closely with her clients to provide consultative guidance throughout BC. She will be the primary point of contact for the RDCK.</p>
<p>Qualifications/ Key Experience</p>	<p>Christine has been with WM for 9+ years and in the Customer Service industry for 20 years serving customers and receiving recognition for not only her ability to provide world class service but her engagement and support of her teams and partners across disciplines and departments. She maintains knowledge about legislation, regulations and local ordinances that impact service delivery and is solution-focused in her partnerships.</p>
Brad Leganger, Market Area Manager BC	
	<p>Brad oversees the BC Account Management Team. He leads a team of sustainability experts and business development professionals. Our group offers customized solutions and partners with local businesses to transform the way they manage their materials and reach their sustainability goals. Our team has a successful focus on developing loyal and long-term relationships with customers by providing education on waste diversion opportunities and consulting to meet their financial objectives.</p>
<p>Qualifications/ Key Experience</p>	<p>Brad has led the British Columbia Sales team since August 2017. He has a consistent history of exceptional results in his 27 years of sales experience including twenty years of sales leadership. These results have earned him numerous corporate awards and accolades over his career.</p>
Parm Dhami, District Manager	
	<p>As a district manager, Parm oversees the day-to-day operations of the District, including oversight of the employees. He provides leadership to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. Parm is responsible for the District's overall service and budget performance.</p>
<p>Qualifications/ Key Experience</p>	<p>Parm will interact with RDCK staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, Parm will oversee the completion of all operational tasks.</p>

Dylan Hoodicoff, Route Manager	
	<p>Dylan will oversee the collection and processing for materials generated at the RDCK ICI depot in Creston.</p>
<p>Qualifications/ Key Experience</p>	<p>Dylan joined WM in March of 2020 as an RM. He brought a strong background in safety and employee supervision from the sawmill industry in Kelowna. After 18 years in Kelowna, he moved back to his roots to Cranbrook where he was born and raised.</p>
Paul Steenvoorden, Route Manager	
	<p>Paul will oversee the collection and processing of materials generated at the RDCK ICI OCC depots apart from Creston. Paul will be your secondary contact.</p>
<p>Qualifications/ Key Experience</p>	<p>Paul began work with WM in Castlegar in 1999 as a driver. During his first 10 years, Paul worked his way up from the bottom. He began with driving residential garbage, Front End loader, R/O and was driving R/O truck and trailer before moving to the West Kootenay Route Manager role in 2009. Paul left WM in 2016 but returned to the RM role in 2020. Being born and raised in Castlegar, Paul has extensive knowledge of the West Kootenays. This combined with his knowledge of the waste and recycling industry have helped WM become the industry leader in the West Kootenays.</p>

Organizational Chart



Our Drivers - The Backbone of Our Daily Operations



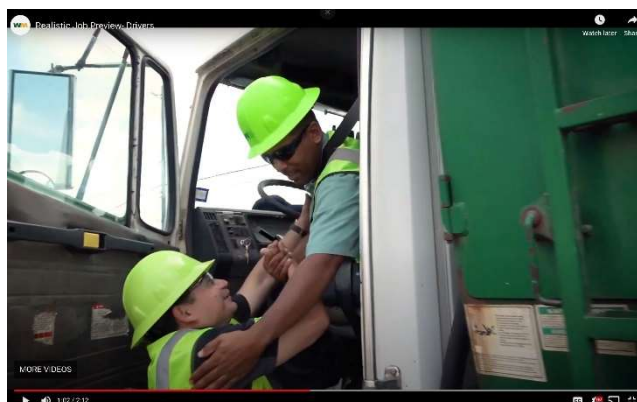
At WM, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

Our team of highly trained, experienced drivers are the backbone of our daily operations and provide RDCK with world-class service. These men and women are more than just your waste collection drivers - they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to:
youtu.be/2ED8z3LYAdY.

Onboard Computing System Dispatch Streamlines Routing Communications

Our onboard computing system dispatch (OCS) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). Vehicle information is transmitted in near real time from the OBU device back to our OCS application in our high-tech Centralized Dispatch Center. It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

This system connects our dispatch operations, to our customer service center, to each truck, and even to our customers. It is done seamlessly using technology that communicates directly with the truck's computer and driver and allows the dispatcher to see where our trucks are located and how they are progressing on their route.

A phone call to the customer service center creates an electronic ticket sent to the dispatcher. The dispatcher reads the ticket, researches the situation using data from driver tablets, and determines who can best handle the issue. The dispatcher talks with the drivers and can "drag and drop" the electronic ticket onto the driver's tablet; push-to-talk technology gives the dispatcher quick direct access to each driver.

Our operations specialists and dispatch teams work together to keep a watchful eye on multiple residential, commercial, and roll off services and routes daily so that they can easily troubleshoot issues if they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

The team's collective goals are straightforward:

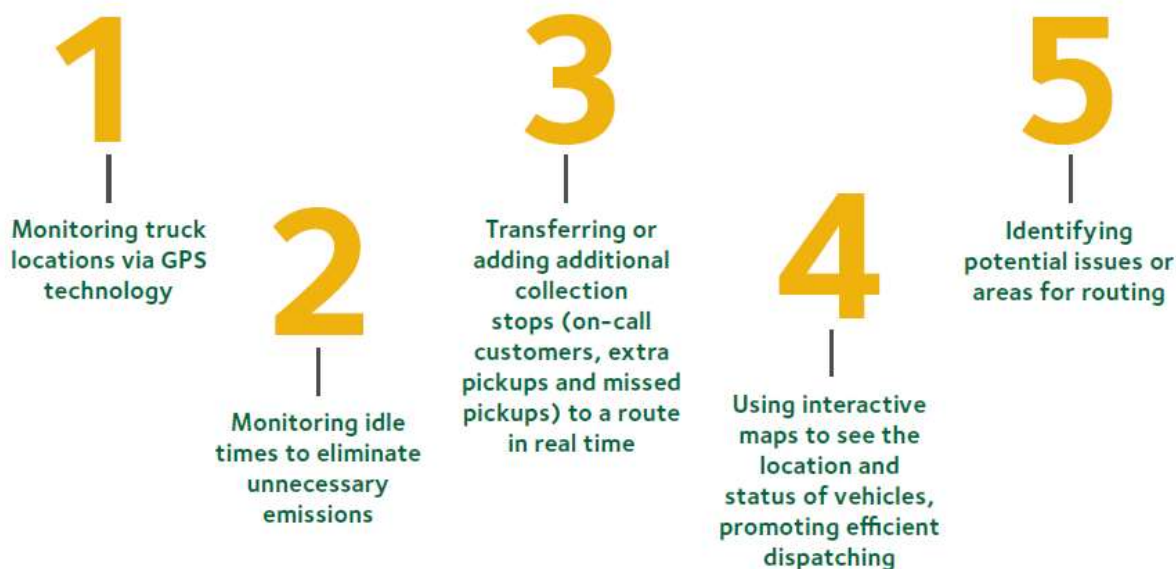
- Drive customer service satisfaction
- Streamline communications.
- Support operations

- Increase efficiencies.

Key functionalities include the ability to:

- Instantly view driver location, status, and route progress
- “Drag and drop” electronic tickets.
- Share and access on-route photographs from tablets (i.e., photos of blocked containers, etc.)
- Reallocate portions of routes or a single collection from one driver to another

This software allows route managers and dispatch staff to enhance overall efficiencies through:



The combination of onboard technologies investments and computerized dispatch enables WM to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.

Customer Service, For Tomorrow[®]

WM believes in putting our customers first and staying ahead of our customers' ever-changing needs. That's why we are excited to share that we have built upon our traditional call center and continue to invest in advanced customer service technologies, like Interactive Voice Response, a Contact Back System, Digital Support Requests and Live Chat Support.

These technologies are shaping the future of customer service at WM and making our customers' experience even better:

- **Interactive Voice Response (IVR):** Our voice driven conversational IVR platform, seamlessly guides customers to self-service options without menu prompts and connects them with the right resources for a convenient and efficient experience.

- **Callback System:** Our contact back functionality ensures customers never have to wait on hold. With the callback or text option, customers will receive a call from a Customer Service Representative as soon as they are available, or customers receive a text allowing them to continue the conversation at their convenience.
- **Live Chat:** Our self-aware Live Chat Support allows customers to get quick answers to questions and solve issues faster than email exchanges or waiting on hold in the call queue. And with each customer conversation, the chatbot learns and evolves to provide an even faster solution.
- **Contact Back:** Our new digital offering allows customers to briefly describe their issues in writing, anytime, anywhere, through a digital intake form. The support request form is presented to customers with complex issues that require a specialized WM agent to resolve.

Customer Experience Channels

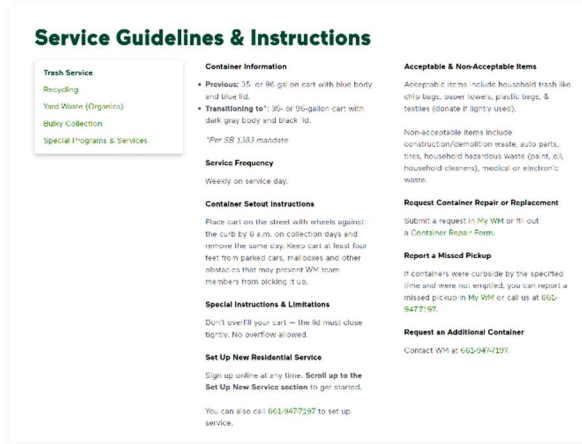
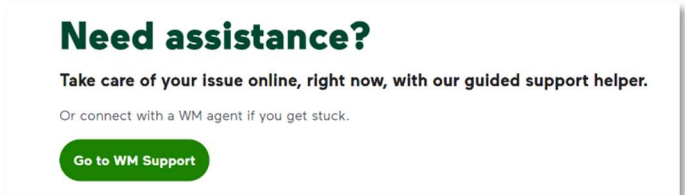
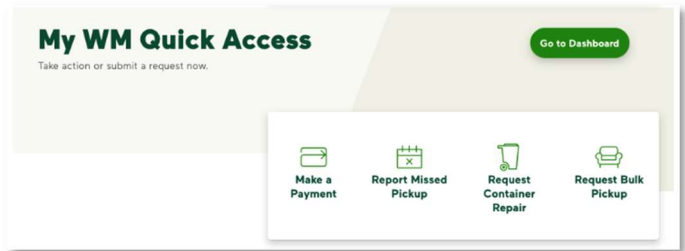
Our IVR, Contact Back System, Intuitive website and Live Chat Support customer experience channels are just a part of our commitment to delivering exceptional customer service. We are continually working to expand self-service tools that put the value of our customers' time front and center.

wm.com	Gives customers a seamless and intuitive way to discover the services and solutions available in the community.
Customer Support Resources	Allows customers to explore a collection of resources by topic to find quick solutions to top asked questions.
Social Media Platforms	Provides extra convenience and a new way to connect with WM.
My WM/My WM App	This platform empowers our customers with the tools and technologies for on-demand digital account management and self-service solutions.
Customer Service Center	Provides a comprehensive and dedicated one-on-one assistance to address and resolve complicated issues.

Localized WM Customer Website Offering

As a value-add offering, WM offers your community a dynamic WM customer website, designed to provide residents and businesses with a seamless and easy-to-navigate experience, that is tailored specifically to your municipality. The website is a single access point for residents to find service information and 24/7 self-serve options.

Your local community's website is the digital gateway for residents to self-serve through WM.com, make service requests, pay their bill, set personalized service notification preferences,



Shown here are a sampling of quick access links to make payments, report missed pickups, get general assistance, and more, as well as general Service Guidelines and Instructions for your residents.

Customer Service Center Hours & Days of Operation

Customers can contact WM during normal business hours - 8 a.m. to 5 p.m. local time. The Customer Service Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant Chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

Customer Service Center

If a customer inquiry request cannot be resolved through our convenient online options, our **customer service agents are ready to assist every step of the way and provide you with the right information you need.**

Provide Nationwide Infrastructure that is Key During Natural Disasters and Unanticipated Events

From power outages to natural disasters, our nationwide customer service infrastructure allows us to assist customers with their inquiries or requests and keeps you connected to WM when it matters the most.

Professional, Well-Trained Customer Service Representatives

Our professional, well-trained Customer Service Representatives (CSRs) place our customers at the center of what they do every day. They are empowered to take the right steps and make the best decisions to address and resolve issues on first interactions so there is no need for a follow-up call.

Customer Service Representatives Training

Our five-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.



***People First:** Our proud, caring, and knowledgeable CSRs are the foundation of our customer service success. That is why WM has partnered with Genesys, a global leader in workforce engagement management, to gain greater insight into our CSRs' professional and personal needs. Genesys' AI-powered customer interaction management platform allows us to create strategic data-driven workforce plans, which is invaluable to delivering proactive, predictive, and personalized customer experiences while elevating our CSRs' experience and engagement.*

Comprehensive Investments in Customer Service Technology

WM has made operational and capacity-building investments to service technology to better serve our customers by strategically connecting them to the right information at the right time.

Onboard Computer Technology Provides Constant Contact with Drivers and Vehicles

WM's onboard computer technology allows us to improve workflow efficiency, reduce emissions in the communities we serve, and makes it easier to provide effective solutions for our customers by:

- Obtaining real-time information related to all truck locations, stops serviced, service status.
- One-touch cart service verification.
- Proactively generating service tickets for cart repair or replacements for customers.
- Centralized customer service for immediate and efficient issue resolution, including on-call requests, rerouting, and customer service's needs.

Integrated Information Systems to connect the Driver, Customer, and Customer Service

Our proprietary web-based Employee Console Application is a single source of truth for sharing, organizing, and managing contract-specific information so any team members at WM have accurate information based on your communities' available services, rates, and collection schedules.

Employee Console Application is accessible to all our CSRs nationwide, enabling our network of experienced CSRs to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Employee Console Application incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including customer invoice and payment history, WM's integrated billing system, and onboard computing that captures service history and service status:

- Administrative actions (online pay/autopay/paperless invoicing)
- Bulky/large item collection
- Commercial – extra pickup, service changes
- Holiday schedules
- How to Recycle Right
- Service schedule changes
- Service/pickup schedule
- Sustainability education
- Weather and natural disasters alerts

How Do We Measure Our Customer's Experience to Drive Continuous Improvement

At WM, we understand the importance of delivering exceptional customer service. To ensure we continually meet and exceed our customers' expectations we utilize two powerful tools: Net Promoter Score (NPS) and Voice of Customer (VOC). These invaluable resources allow us to measure and evaluate the satisfaction levels of our customers, gain insights into their experiences, and identify areas for improvement. By leveraging NPS and VOC surveys, we can proactively address any concerns, refine service offerings, and enhance our overall customer experience. Below we have provided more detailed information about the NPS and VOC.

Net Promoter Score (NPS)

It is important that we measure our customers' satisfaction and really understand their residents so we have transitioned to the Net Promoter Score (NPS) metric, which is considered better than traditional Customer Effort Score (CES) metrics.

NPS is a customer loyalty metric that gauges the likelihood of customers recommending a company to others. It provides valuable insights into customer sentiment and their overall perception of our brand. Here are a few reasons why NPS is considered superior to traditional CES metrics:

- **Comprehensive Measurement:** NPS captures a more holistic view of customer satisfaction by measuring both positive and negative experiences. It considers not only the ease of a customer's interaction (as in CES) but also their emotional connection and willingness to endorse a brand to others.
- **Predictive Indicator:** NPS has proven to be a strong predictor of customer loyalty and business growth. Studies have shown a correlation between high NPS scores and increased customer retention, repeat purchases, and positive word-of-mouth recommendations. It helps

identify customers who are likely to become brand advocates and positively impact the business.

- **Actionable Insights:** NPS allows you to take actionable steps to improve customer experience. By categorizing customers into promoters, passives, and detractors, you can identify areas for improvement and develop strategies to convert detractors into promoters. This helps drive meaningful changes and fosters long-term customer loyalty.
- **Benchmarking:** NPS enables WM and our customers to compare our performance against industry standards and competitors. By understanding where we stand relative to others, we can set realistic goals, track progress, and continuously enhance our customer service efforts.

Voice of Our Customers Survey (VOC)

WM invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement.

The survey initially focuses on core questions related to the customer’s overall relationship with WM, then expands into targeted questions regarding the customer’s service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day.



Spill Prevention and Response Protocols

WM is committed to keeping service areas safe and clean by adhering to strict spill prevention and spill response protocols, including maintenance procedures designed to catch potential spills, leaks, and hose breakages before they happen.

In the event of a spill, WM will pick up all blown, littered, and broken material occurring at the point of collection resulting from our operations. Each vehicle will be equipped with a broom and shovel for use in cleaning up any spilled material. WM will exercise due care in the handling of all containers.



WM trucks have an onboard spill kit and shovel should a spill occur.

Every 200-operating hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect hoses and replace ones that show signs of wear prior to the manufacturer-scheduled replacement.

Drivers closely inspect their vehicles for leaks twice per day, during pre-trip and post-trip inspections. When a driver notes a truck leak, the truck does not return to service until the leak has been assessed and repaired by our maintenance shop. A spare truck is used to prevent a delay in collection.

Should a spill occur while on route, the driver immediately contains the spill using the onboard spill kit. The driver notifies our dispatch team of the spill, noting its location, fluid type, proximity to drains, and approximate quantity.

In the event a driver reports a spill that they are unable to contain, or has a spill that has reached stormwater drains, dispatch automatically sends a professional groundwater service provider to the spill location to perform proper cleanup measures.

Our customer is notified, and a route manager is dispatched to the scene of the spill to verify driver reported data, assist in spill containment, and verify that the spill is properly managed per regulatory standards. The route manager documents the spill and reports it to all proper local and state authorities and regulators.

1.6. Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract. The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility

WM's commitment is to supply bins, service the bins and process the material then ship to the processing mill. WM is not responsible for maintaining the cleanliness of the sites outside of any spill of material that may occur when servicing the containers. WM is not responsible for snow removal or sanding and salting of the RDCK depots and the expectation of WM is that the sites will be maintained by the RDCK in a manner that allows for successful access to tip the bins.

1.7. Contractor's Responsibilities

All equipment, labour, materials, and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

a) The Contractor is responsible for maintaining the bins annually to mitigate any injuries among users, Staff and drivers.

WM's camera technology allows us to review your bin condition remotely on a regular basis. This, in conjunction with our drivers, who are trained to identify and report bin concerns, allows for us to proactively identify any concerns to bin condition or function prior to them occurring.

b) The Contractor must address safety concerns regarding bin conditions promptly and bins shall not be used for collection until maintenance is completed.

When unexpected bin damage or failure occurs, WM is prepared to swap that container out within 48 hours of notification of failure.

c) Clean the bins and ensure that there is no OCC and other debris remaining in the bin when the bins are emptied and hauled to the Site.

Bins will be completely emptied upon service.

- The FEL service model proposed keeps the same bins on each site therefore these bins should never require cleaning, nor should they ever have contamination added to the bin given the RDCK has staffed sites. IF contamination should occur to a bin while on the RDCK site, then the bin would be swapped at the RDCK's expense to be cleaned. \$300 per bin.
- It is WM's responsibility to swap out the RO bin proposed with a clean and functional bin upon each swap. If contamination should occur to a bin while on the RDCK site that requires the bin to be swapped out ahead of schedule. The cost of that swap out would be the RDCK's responsibility. \$1466.86 haul rate.

d) *The Contractor shall safeguard workers by ensuring clean, functional clothing is worn during the performance of the Contract and provide Personal Protective Equipment (PPE) for all participants in accordance with Worker's Compensation Board regulations (RDCK staff and volunteers will be responsible for their own safety boots).*

WM's BC operations live safety as a core value

The Trucking Safety Council of BC, known as SafetyDriven, has certified WM's British Columbia operations among the safest in the province. WM has been awarded another Certificate of Recognition (COR) in the program overseen by Work Safe British Columbia with a 95% rating, the highest received by WM's BC team.

BC Safety Manager Scott Sadler says COR is a voluntary audit that measures the safety of the workplace. WM was the first waste company in BC to become COR certified in 2013, and we've improved our safety record since.

WM Safety Director Jerry Ginter notes the steady improvement of the team. "Despite all the challenges of 2021," Ginter says, "Scott and the whole team ensure our sites are compliant and never waiver."

The Vancouver team is pictured below from left to right Aaron Mackle, John Crabb, Micah Ciprian, Chad Brooks, Randy Pollard, Tony Sales, Scott Sadler and Stefan Malyk.

At WM, safety is a core value. When you work with WM, you are working with the safety leader.



New Employee Uniforms Reflect Our Commitment to Safety and the Environment

WM is Always Working For A Sustainable Tomorrow®, and that commitment is now reflected in the new uniform design for our frontline employees.

Our drivers, operators, and technicians will wear safety shirts manufactured with material from recycled plastic bottles – 24 bottles help create each shirt – making WM the first in our industry to use recycled materials in employee uniforms.

The reflective shirts will ensure our personnel are easily identifiable in your locations while performing services.

In addition to the shirt, standard employee uniforms include a jacket, pants, proper footwear, and necessary personal protection equipment, such as a mask, eye protection, and gloves.



e) *The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional, and operational condition with reference to relevant health or sanitary regulations.*

Preventive Maintenance to Keep Vehicles and Equipment Safe

WM has a comprehensive Preventive Maintenance Program for vehicles and equipment. Disciplined adherence to the program and associated tasks helps us reduce breakdowns within our fleet and provide RDCK with safe and efficient services.

Our program establishes a systematic procedure to minimize all vehicle and equipment failures by monitoring the current conditions and correcting defects before they develop into safety concerns or costly repairs.

Our maintenance team performs regular quality control audits and self-inspections for compliance of our maintenance programs, enabling us to identify areas of improvement and correct deficiencies. Our Preventive Maintenance Program complies with all applicable state and federal requirements, and includes:

Preventive Maintenance Intervals: These intervals are based on vehicle or equipment utilization by hours and/or days. Intervals are increased in the frequency in areas where severe operating conditions exist, such as extreme temperatures, poor road conditions, etc.

Investing in Our Fleet

Each year, WM invests roughly \$600 million in vehicle and equipment maintenance. These investments in our fleet safety, driver training, and onboard equipment have resulted in a 57% reduction in vehicle accidents since 2007.

Daily Driver Inspections: Before and after each shift, drivers are required to conduct a standardized safety and maintenance check of vehicles and report on any items that may need service. Any defects found during inspections are noted on the inspection form and transferred to a work order for a scheduled repair. Safety-related defects result in the vehicle being removed from service until repairs are completed.



Testing brake lights



Checking tire pressure



Inspecting fire extinguishers



Testing hydraulic lifts and buckets

Fluid Sampling and Filter Changes: Our program requires scheduled fluid sampling and filter changes at specified intervals.

Leak Prevention: After operating for 200 hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect and replace worn hoses - prior to the manufacturer's recommendation. Drivers check their vehicles daily for leaks, including during pre-trip and post-trip inspections.

In-Field Repair Response: If a driver experiences an issue while on a route, he/she calls into dispatch immediately to report the problem. Our in-house maintenance shop will dispatch a mechanic out to the driver immediately to make the necessary repairs. If repairs cannot be completed in the field, a backup collection vehicle will be deployed.

Customers depend upon us to pick up and safely recycle or dispose of their waste; but they often fail to notice our workers performing these essential tasks. Although vehicle and equipment maintenance may seem like common sense, it is an expensive and labor-intensive task that many companies delay, discount, or even eliminate – but it is imperative to the safety of our employees and customers that these preventive measures are completed.

WM's Preventive Maintenance Program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association and encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in Section 396 of the Federal Motor Carrier Safety Regulations (FMCSR).

Environmentally Sound Maintenance Procedures

WM has implemented several environmental procedures for fleet maintenance, including:

- Use of synthetic or semi-synthetic fluids that allow extended oil drain intervals in engine transmissions, differentials and hydraulic systems and reduces the amount of virgin petroleum stock required
- Collection and recycling of all fluids collected from vehicle maintenance by licensed recyclers
- Used oil filters are drained and scrapped, per regulations
- All filters placed in drain basins to prevent environmental pollutants from entering streams

Maintenance in the Field

If a collection vehicle has a problem in the field, WM immediately dispatches a maintenance vehicle equipped with the tools and supplies necessary to make on-the-spot repairs. Pickup trucks are also available to deliver additional supplies and spare parts as needed. If repairs cannot be completed in field, a backup collection vehicle will be deployed. Response, replacement, and repair time for vehicles on route is typically less than one hour.

Maximizing Prevention, Minimizing Failures

WM makes every effort to provide uninterrupted service to our customers, but breakdowns and issues do occur. RDCK can be confident that WM has the necessary systems and measures in place to minimize the effects of vehicle and equipment failures.

From our tried-and-tested maintenance manual to our regular quality control audits and self-inspections, to our swift response and repair time, we make the investments required to meet your expectations of the industry's leading service provider throughout the contract term.

f) The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

WM proudly displays our logo, name and vehicle identification information on our trucks as per RDCK guidelines. We do not put phone numbers on our trucks. If the RDCK can provide reasoning for this request, WM is willing to consider a work-around solution.

1.8. Recording and Reporting Fuel Consumption

The RDCK requires that contractors communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th. Contractor to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of your solid waste collection, transportation, and diversion service to the RDCK:

1. Vehicle class; 2. Type of fuel used by each vehicle; and 3. Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

WM can provide the required recording and reporting for Fuel consumption annually.



Proposal Form

The Proponent understands and agrees that:

- a) the proposed rates specified in **Schedule 2**-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b) payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in **Schedule 2**-Pricing Schedules;
- c) The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal;

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal; and

- d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

The Proponent agrees as follows:

- a) If the undersigned is notified in writing of the acceptance of their Proposal, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b) Guarantees completion of the Contract in accordance with the Contract Documents;
- c) **Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and WorkSafe BC clearance letter for the performance of the Contract;**
- d) To begin supply of the Services on the date specified in the Notice to Proceed;
- e) Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim; and
- f) The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Brad Leganger

Signature of Proponent

Authorization

I/we hereby certify that the prices and dates and other information contained in this Proposal are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Proposal.

It is hereby agreed that once the Proposals for the Contract have been opened, this Proposal and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Proposals for the Contract, whichever shall first occur.

SIGNED, SEALED AND DELIVERED by:

Waste Management of Canada Corporation

 Name of Proponent (Company)

In the presence of:

Brad Leganger	)	Christine Smith
_____ Name (printed)	)	_____ Witness Name (printed)
<i>Brad Leganger</i>	)	<i>Christine Smith</i>
_____ Authorized Signature	)	_____ Witness Signature
995 United Blvd	)	1844 Co-op Lane
_____ Address (printed)	)	_____ Address (printed)
Coquitlam, BC	)	Castlegar, BC
_____ Address (printed)	)	_____ Address (printed)
604-520-7935	)	250-687-0398
_____ Telephone	)	_____ Telephone
_____ Fax	)	_____ Fax

DATED this 15 day of March, 2024.





Schedule 3 – Equipment List

SCHEDULE 3: EQUIPMENT LIST

The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROONENT	RENTED OR LEASED
2	Commercial Front End Loader, Autocar, 2017	X	
3	Commercial Front End Loader, Autocar, 2018	X	
2	Roll Off, Freightliner, 2009	X	
1	Roll Off, Autocar, 2023	X	
2	Loader and Forklift	X	
2	Fully enclosed high capacity baler	X	
2	Covered Bale Storage	X	
1	Loading Bay	X	

The Proponent must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

In the Event of Equipment Failure

Fleet: WM has spare FEL and RO trucks for each of the two hauling districts covered in this RFP. When a truck is out of service the spare truck is put in service. In the event that we have more than 1 truck out of service we strive to recovery any delayed service within 2 business days for rerouting. If the truck failure requires longer to rectify WM will bring in spare fleet from either Revelstoke Hauling or Kelowna Hauling to replace the out of service vehicle.

MRF: Both WM Cranbrook Hauling and Castlegar Hauling employee full time certified mechanics on site at each MRF location. First line of resolution occurs at the local leve and for more complex failures WM has standing PO's with several qualified MRF technicians. If the RDCK volume increases outside of usual parameters WM can add additional service days or employ FLEX bins at sites with limited routing. Both MRF balers are operational 5 days a week with covered bale storage

Brad Leganger

Signature of Proponent

Schedule 4 – Proposed Subcontractors

SCHEDULE 4: PROPOSED SUB-CONTRACTORS

The Proponent shall provide the name and address of the Sub-Contractor that the Proponent intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR
WM will not be utilizing subcontractor for the execution of the outlined proposal	

(If additional space is required use reverse side of this page.)

Brad Leganger

Signature of Proponent

Schedule 5: Addenda

SCHEDULE 5: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Proposal.

ADDENDUM NO.	<u>1</u>	DATED	<u>March 1, 2024</u>
ADDENDUM NO.	<u>2</u>	DATED	<u>March, 11 2024</u>
ADDENDUM NO.	<u> </u>	DATED	<u> </u>
ADDENDUM NO.	<u> </u>	DATED	<u> </u>
ADDENDUM NO.	<u> </u>	DATED	<u> </u>

Brad Leganger

Signature of Proponent



Schedule 6 – List of all Relevant Experience

References: Don't Just Take Our Word for It

WM is a trusted environmental solutions partner for customers throughout British Columbia and we provide services to many of RDCK's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

SCHEDULE 6: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent's Experience on Projects of a Similar Nature

Project: City of Castlegar Value: \$936,000
 Owner: Chris Hallam Phone Number: 250-365-8991
 Description: WM provides a combination of RS service and FEL service for the City of Castlegar's residential pick of waste, recycling, organics and yard waste

Project: District of Sparwood Value: \$293,988
 Owner: Darrell Kaisner Phone Number: 250-425-7760
 Description: WM provides curbside collection of waste using an RS service model

Project: RDEK Elk Valley Hauling Value: \$348,000
 Owner: Kevin Paterson Phone Number: 250-489-2791
 Description: WM provides on demand hauling for MSW from remote transfer stations to the regional landfill.

Brad Leganger
Signature of Proponent



Continued

SCHEDULE 6: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent’s Experience on Projects of a Similar Nature

Project: RDEK Fernie Transfer Station Value: \$312,000
 Owner: Kevin Paterson Phone Number: 250-489-2791
 Description: WM provides staff and equipment for the management of the transfer station as well as material hauling for processing

Project: School District 8 Kootenay Lake Value: \$114,400
 Owner: Chris Kerr Phone Number: 250-551-4186
 Description: WM has worked with SD8 to provide a functional and compliant recycling program. SD8’s geographical area covers an area very similar to RDCK’s recycling depot locations for FEL service coverage.

Project: Mercer Celgar Value: \$236,400
 Owner: Christine Brownlie Phone Number: 250-365-4114
 Description: WM provides schedule and on demand service for complex waste streams as well as MSW, OCC and mixed recycling

Brad Leganger

Signature of Proponent



Schedule 7 – Environmental Attributes

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

The Regional District of Central Kootenay has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. Proponents are requested to provide details on what, if any, environmental attributes they will incorporate into the supply of the Services. Consideration of environmental attributes will form part of the overall evaluation of Proposals.

Examples of environmental attributes include but are not limited to:

- **Proponent’s corporate efforts to reduce greenhouse gas emissions;**
- **Proponent’s use of alternative fuels in transportation operations;**
- **Proponent’s use of cleaner burning diesel engines in vehicles; and**
- **Proponent’s effort to limit the carbon footprint.**

WM Sustainability Goals

WM has played a vital role in keeping our communities and environment clean and safe by providing environmental solutions across North America for generations. In 2022, we refreshed our sustainability strategy, announcing planned financial investments and our commitment to sustainability initiatives. We recognize that the issues facing the world today require bolder action and that yesterday’s solutions won’t meet the demands of our current social and environmental challenges. With this strategy, WM is deepening its commitment to communities by expanding the breadth and depth of our sustainability offerings. Our sustainability strategy is centered on three core ambitions:

1. Material is re-purposed
2. Energy is renewable
3. Communities are thriving

WM is Re-imagining a Circular Economy

It means we’re re-imagining a circular economy by investing in and operating innovative recycling and waste solutions that fuel the continuous reuse of materials. It means we’re innovating for climate progress by deploying advanced technologies that use waste to produce energy that powers communities and reduces our footprint. It also means we’re empowering our team members and community to live sustainably while strengthening the resiliency of the diverse places where we live and work. We believe these ambitions will enable us to meet our sustainability and corporate objectives and open up a new horizon — one where more materials can be reused, our advanced renewable energy systems can be used to power both our trucks and cities and our people and communities are empowered to thrive through education and conservation initiatives.

2030 Sustainability Goals

With our 2030 sustainability goals — significantly increasing our material management, cutting our greenhouse gas emissions, building a culture of belonging and more — we aim to stretch ourselves while remaining confident in our ability to meet each one. In this report, we are proud to highlight key accomplishments towards our goals, including reduction in direct emissions towards our validated science-based target, unlocking value in recovering material for reuse and generating renewable energy to power communities and vehicles. We’ve never been more excited about what the future holds for WM. By rooting our business in sustainability, we believe we will be successful for years to come, together. The future demands nothing less.

With this strategy, WM is deepening its commitment to communities by expanding the breadth and depth of our sustainability offerings and innovating today, FOR TOMORROW®.”

Signature of Proponent

Brad Leganger



DESCRIPTIONS Continued.
<p>CONTINUATION OF COVERAGES/LIMITS:</p> <p>COMMERCIAL GENERAL LIABILITY INCLUDING: Premises-Operations, Products/Completed Operations, Blanket Contractual Insurance, Broad Form Property Damage, Owners' & Contractors' Protective, Employers Liability, Employees as Additional Insured, Cross Liability Clause and Severability of Interest Clause, Fire Fighting Expenses - including Forest and/or Prairie Fires. Waiver of Subrogation as per written Contract.</p> <p>AUTOMOBILE LIABILITY (Excess ICBC, SGI, MPI where applicable) Covering all vehicles owned, registered, leased to or operated on behalf of the Named Insured. INCLUDING: Direct Compensation, Statutory Accident Benefits, Uninsured Automobile, Damage to environment related to transporting waste, resulting from upset or overturn. OPCF NO. 5 - Permission to Rent or Lease Vehicle Endorsement OPCF NO. 21B - Blanket Fleet Coverage</p>

Bid Bond



BID BOND

CCDC 220-2002

No. TCS0419003-24-005

Bond Amount 10% of the Total Annual Price

Waste Management of Canada Corporation as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** a corporation created and existing under the laws of CANADA and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **Regional District of Central Kootenay** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of the Total Annual Price (10%)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated the **18th day of March**, in the year **2024** for **2023-253-ENV Industrial, Commercial and Institutional Recycling Service 2024-2026**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within Ninety (90) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **13th day of March**, in the year **2024**.

SIGNED and SEALED In the presence of:

Darla
Signature (Witness as to Principal)

Kanishma Savla
Print Name of Witness

Waste Management of Canada Corporation

Adrian Vanelli (seal)
Signature

Adrian Vanelli, Attorney-in-Fact

TRISURA GUARANTEE INSURANCE COMPANY

Philip Tang (seal)
Philip Tang, Attorney-in-Fact



Copyright 2002 Canadian Construction Documents Committee

(CCDC 220-2002 has been endorsed by the Surety Association of Canada)

Vancouver Office
1055 West Georgia St.
Suite 3020, Box 11160
Vancouver, BC V6E 3R5
Tel: (604) 688-5841
Fax: (604) 688-5826

Calgary Office
421 7th Avenue SW
Suite 3730
Calgary, Alberta, T2P 4K9
Tel: (403) 663-3343
Fax: (416) 214-9597

Toronto Office
333 Bay St.
Suite 1610
Toronto, ON M5H 2R2
Tel: (416) 214-2555
Fax: (416) 214-9597

Montréal Office
1501 McGill College Ave
Suite 1620
Montréal, QC H3A 3M8
Tel: (514) 845-4555
Fax: (514) 845-6376

Halifax Office
201 Brownlow Ave
Suite 4
Dartmouth, NS B3B 1W2
Tel: (902) 468-8888
Fax: (416) 214-9597

Québec Office
979 de Bourgogne Ave
Suite 400
Québec, QC G1W 2L4
Tel: (418) 650-2544
Fax: (514) 845-6876



Conclusion

Working with your local Kootenay Waste Management Team not only provides you the expertise of a locally managed company but the values and commitments of an environmental solutions partner on a Global scale. You are familiar with our company, our team, and our professional approach from previous contracts and current services. We are excited about the opportunity to work with you to service your ICI OCC depots in the reliable, safety oriented, environmentally conscious, and ethical manner that you expect.

We have fulfilled the individual tenets and each requirement of your RFP and have organized this response to provide our proposal in response to each element outline in the RFP.

We believe this to be a significant contract for both WM and the RDCK. As your long-term provider, we are strongly invested in your locations and want to be your waste solutions provider of the future. We have shown ourselves to be a dependable partner in the past and with our current RDCK services. We have the resources to make needed adjustments, when necessary to facilitate continued satisfaction for your residents. WM intends to continue to offer uninterrupted stability backed by innovation, value and price, and to be an active partner in attaining RDCK's goals and objectives.

Expanding your partnership with WM will provide your locations with uninterrupted, reliable service delivery for an essential and highly regulated operations. There will be a transition period that we intend to make seamless for site users and staff with the end goal of providing a solution that is environmentally conscious, cost effective and reduces the day-to-day management of the materials by your staff at each individual site. This partnership should give you the peace of mind that your material is being managed in full compliance with all regulatory requirements and standards.

WM is dedicated to being the best environmental solutions partner for RDCK now and into the future.



**478 OKANAGAN WAY
KAMLOOPS, BC V2H 1G7**

INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL RECYCLING SERVICE 2024-2026

No: 2023-253-ENV

ENVIRONMENTAL SERVICE, REGIONAL DISTRICT OF CENTRAL KOOTENAY

BOX 590, 202 LAKESIDE DRIVE

NELSON, BC V1L 5R4

AKANE NORIMATSU

RESOURCE RECOVERY TECHNICIAN

250.551.7495

ANORIMATSU@RDCK.BC.CA



INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL RECYCLING SERVICE

Please accept this proposal for the Regional District of Central Kootenay Request for Industrial, Commercial, And Institutional Recycling Service.

We are pleased to submit this proposal under the name North-Wood Environmental Services Ltd (NWES). NWES is a wholly owned and operated company under the North-Wood Group of Companies. NWES was created upon a growing need for a company dedicated solely to environmental services and contracting. It provides the same values, service, and quality of work that the North-Wood Group was built on.

North-Wood Resources Ltd, A+L Septic (2014) Ltd and Iron Mule Trucking Ltd have a grounded, stable, successful presence with headquarters based in the heart of Kamloops. These companies have been working with the TNRD and solid waste facilities for many years. This allows NWES to be aware of the elements for this proposal along with the responsibilities in executing this agreement successfully. Upon reading the RFP, we feel confident we can meet and exceed the RDCK's expectations and increase the level of service provided. The North-Wood group of companies has extensive experience with trucking, equipment operation, waste disposal services and several other relatable areas similar to this RFP.

Thank you for taking the time to review our proposal, we look forward to furthering our relationship with the RDCK.

Sincerely,

Adam Wilimek

President of Operations for North-Wood Group of Companies

478 Okanagan Way, Kamloops BC, V2H 1G7

250-318-7959



INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL RECYCLING SERVICE

Contract Proposal Highlights:

- Single Focus contract for North-Wood Environmental Services Ltd
- Head office located in Kamloops, BC and upon approval of contract will have laydown yard and office centrally located within the contract area. Supervisor will conduct bi-weekly site visits to ensure contract commitment and equipment inspections.
- Bid price that makes allowances for exceptional service, quality equipment and well treated staff and management.
- Community engagement, draw on local community members for staff based on geographic area.
- Administration team dedicated to communication, reporting and invoicing.
- Proven Track record of execution, transparency, and adaptability.
- Experience and knowledge of Transfer Station sites, administration, and procedures.
- Financial capability to execute contract confidently.
- Key Personal on hand.
- Ability to execute on timeline of September 1/2024.
- Well maintained and visually appealing equipment.
- Full-service maintenance facility.
- Positive non-confrontational staff.
- Safety-first mandates.
- Work site standards:
 - We work to exceed our clients' expectations.
 - Cleanliness and organization
 - Continuous training and educations to meet or exceed industry standards.



INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL RECYCLING SERVICE

Corporate Overview:

North-Wood Environmental Services (NWES) was created as platform to integrate the growing environmental contracting and service aspect of the North-Wood Group of companies. NWES is a key component along with A+L Septic (2014) Ltd. which provided the lead role and backing for the startup.

North-Wood Group is a very diverse group of companies offering a broad base of services to a wide range of clients. These services include though are not limited to, logistics management/transportation (non-Hazardous waste & hazardous Waste), contaminated site remediation/rehabilitation, emergency services (fires, floods), abatement with disposal, railway services, civil, commercial, and residential contracting.

North-Wood Group also has a full range of mechanical repairs, installations, and fabrication services within its North-Wood Resources Ltd. entity. This provides us with the ability to maintain our fleet of 25 trucks, 15 pieces of heavy equipment and 30 trailers in house. Our head office is located centrally in the heart of Kamloops with a 5-acre yard with a brand-new shop and office facility. We are excited to announce that we have expanded into Northern BC in 2023.

Our mandate as a company, along with our core values, is to provide un-paralleled service and value to our clients. We have accomplished this solely by transparency, approachability, professional work ethics and high-quality customer service. These values are ingrained into all our employees from labourers to management along with the inclusion of ownership.

North-Wood Group has a proven track record of job place safety and enforcement. We proudly continue to strive to meet and exceed industry safety standards by education, training, evaluations, safety meetings and clear communication.



INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL RECYCLING SERVICE

Key Processes Components and Personnel

Communication: This contract requires it in every aspect.

Our team is dedicated to this and will put it paramount. This does not just entail communication within the North-Wood group of companies but also the inclusion of management/supervisors with the RDCK.

We would strongly encourage Bi-weekly or Monthly meetings with (NWES) management/supervisors along with RDCK stakeholders to discuss concerns, planning, methodology and safety to ensure satisfactory outcomes for all aspects of this RFP.

See below for execution:

- Direct management and oversight by owner and senior management who will regularly visit sites and ensure standards.
- (NWES) team is 100% committed to this contract with a singular focus on execution as well as improving consistently on standards and levels of service provided.
- Key Personal in place already
- 1 full time supervisors overseeing day to day logistics/transportation and reporting on site conditions, including but not limited to, bins, crib levels, safety and HR. Supervisors will report directly to senior management.
- Full time office administrator dedicated to project for reporting and execution purposes
- Safety and enforcement officer full time and available in field for bi-weekly safety meetings with entire contract staff.

Current Management and Administration:

Adam Wilimek- President of Operations:

Will oversee all daily operations, management/supervisor coordination and administration tasks.

5 years of environmental, civil and commercial contracting, construction and remediation.

12 years of Equipment repair and management, Journeyman Red Seal HD Mechanic, Class 1 License

Jeremy White- General Manager / Safety Manager:

Will oversee all safety programs, enforcement, and reporting, as well as logistic/transportation management.

20 years of experience in hazardous waste transport and handling, management, and safety.

Jeff Wood- Operations and Logistics Manager:

Works directly with Adam on all aspects of daily operations, safety, and supervision.

15 years in equipment operations, coordination, leadership, and safety. Journeyman Red Seal HD Mechanic, Class 1 License

Proven track record of execution

Jeff Mackay-Trucking Supervisor:

Receive and process information on sites or job demands

Class 1 Drivers License

Dispatches trucks accordingly

Currently manages North-Wood Group fleet of 25 trucks for 2 years with excellent results

Greg Lust- Maintenance Foremen:

30 years of Heavy Duty and Commercial Transport repair and maintenance

Journeyman Red Seal Heavy Duty Mechanic

Office administration- North-Wood Group currently has 2 full time office administration staff and 1 part time.



INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL RECYCLING SERVICE

General information:

- **Fleet Specifications:**
 - See Schedule 3: Equipment List

- **Driving Staff**
 - Drivers within North-Wood Group are vetted specifically for tasks they perform. Drivers are required to have a minimum Class 3 license and they will receive on the job and pre-hire skills training.
 - We currently employ 10 Class 1/3 drivers that are experienced in all aspects of driving that is required. We have two current floater drivers, that can be used in case of emergency, unplanned illnesses, and vacation coverage.
 - Drivers based out of Kamloops Head office would be dispatched directly from Kamloops.

- **Hauling Plan**
 - Reporting supervisors will be able to electronically submit tonnage. This will be directly available to trucking dispatch supervisor allowing the trucks to be dispatched accordingly.
 - Written Licence to Transport contingency plan and Safety Plan.
 - (NWES) has multiple truck/tractor configurations that would allow backup to always be readily available.
 - At minimum ONE spare truck driver to be available 7 days a week to handle any emergency situations that may occur
 - Direct trucking supervisor
 - All trucks have tablets installed for communication via apps, dispatch and for compliance on mandatory E logs.
 - Drivers can directly link to an app where group messages can be received for dispatch notes, bin pickup and drop off locations. In lieu of this system for locations with no cell coverage or the inability to receive these messages, they can be directly sent to tablets in trucks. In addition to this, supervisors may also use direct phone calls or written/texted dispatches.

- **Maintenance, repairs, and washouts (This is an area that North-Wood Group excels at)**
 - We currently employ 5 full time Heavy Duty and commercial transport mechanics with one apprentice. We currently have one full-service Heavy Duty field repair truck and would add an additional one if required. Our full-service shop in Kamloops offers 4 full-service bays and is a designated COMMERCIAL Vehicle inspection facility. All types of repairs are performed; powertrains, welding, electrical and hydraulics are just a few examples. We pride ourselves on a well-maintained fleet and this is part of the reason why (NWES) is asking for a variance on fleet years and hours. Unplanned breakdowns or downtime can be dispatched for repairs immediately or within 24 hours.
 - Cleaning of trucks, bins, and trailers can be completed in our sealed washout bin located at our Kamloops Facility or by onsite water trucks at landfill location.
 - Trailers / bins would be repaired at our facility mitigating extra travel times for delivery to other shops. This would also give us and RDCK accurate reporting on upcoming repairs and conditions of trailers / bins. Trailers would be subject to Preventative maintenance program administered to current (NWES) Fleet.

- **Capital Plan**
 - Maintenance replacement of equipment comes when a truck, trailer or equipment becomes a liability regarding maintenance, breakdown, or appearance. Although no amount of preparation or maintenance can account for unplanned breakdowns or incidents beyond our control. Each piece of equipment will be evaluated and reported on every 6 months. Each facet of trucking will have at least one truck 5-10 years old or newer. We've never had any difficulty getting financing for new equipment or vehicles if need be.

- **Health and Safety**
 - Another shining spot The North-Wood Group already has a comprehensive Health and safety program in place. We are S.A.F.E. certified and are working diligently towards a COR certification.
 - A safety program is only as good as it's execution which is why we have a permanent full-time safety and compliance officer to ensure all industry standards are being met or exceeded. All site specific, contract specific and Field level components will be diligently executed. Our focus should and will always be the Health and Safety of our staff and the public.
 - North-Wood Group has a well developed and executed Health and safety plan in place already. Site specific and field level documentation including safe work procedures are implemented by our Health and safety officer and will be submitted before commencement of contract.

- **Sub-Contractors**
 - At the point of contract execution, NO subcontractors intend to be used. All facets are to be performed in house. If subcontractors are required, the RDCK contract administrators would be informed immediately, and request of approval would be

attained. All subcontractors would be vetted under RDCK and (NWES) procurement process.

- **Operations and Staff Plan**

- Draw on current employees of North-Wood Group
- Ensure we have at least 2 spare employees trained for transportation.
- Ensure each supervisor is trained in all aspects of their supervisory area.
- One designated manager or supervisor would be available 24/7 for any issue, emergency, or inquiry for information. RDCK would have a coverage plan submitted quarterly with details and contact information for designated manager/supervisor on call.
- Site visits by management and supervisory team with RDCK representatives would be highly encouraged. Communication would be key to ensuring every stakeholder involved in the operations have the same goals involving provincial, industry and RDCK guidelines.
- Training: Supervisors would be trained at offset of contract to effectively onboard new employees. This would come from three sources.
 - RDCK experience and training materials
 - Current employees and supervisor experience
 - North-Wood Groups industry experience and ideas.

- **Incident reporting**

- Any incident will be reporting within 24 hours and would go directly to supervisor in charge at time of Incident. All incidents would follow (NWES) Health and safety plan and all incidents will be followed up by Health and safety officer. Training on our health and safety plan gives assurance of secure reporting and safe work practices which are fundamental aspects of our business. All employees, no matter their position, will always have a safety officer to report too and confidently feel that no incident is ever too small to report.

- **Reporting**

- NWES will record and report the tonnage to the RDCK representative monthly with end user locations and report any commodity value rebate payable to the RDCK monthly.
- NWES will also provide fuel consumption reports to RDCK by March 30th annually for operation of vehicles, equipment, and machinery.

- **Stockpile Containment Management**

- Stockpiles containment would be maintained to the highest standards. Stockpiles containment would be kept neat and organized.
- A system of recording and monitoring bin locations would be developed. It would be Site Attendants responsibility to record and communicate bins levels to NWES. NWES supervisor will record bin locations on a spreadsheet weekly. This way every bin is accounted for and easily accessible to managers and RDCK contract managers. This will aid in maintenance and contract serviceability to both RDCK and contractor. If RDCK

chooses to go with compactors each compactor is built in with an automated bin level device which is sent daily to NWES managers and supervisors.

- **Equipment / Trucks**

- All equipment / trucks are equipped with fire extinguishers, spill kits, and daily safety inspection logs. Safe work procedures and training will be provided for each unit. All wheeled equipment / trucks would be appropriately insured through ICBC.
- Equipment on site permanently would be utilized by attendants trained by NWES for day-to-day basic operations.
- Equipment / Trucks would be subject to a PM program. NWES has a mobile pressure washer tank; this allows ease of cleaning when necessary or required.
- Majority of repairs would be taken care of onsite by our field service techs. Any major repairs would be brought to our facility in Kamloops. North-Wood Group has multiple low beds and flat decks that could be utilized for quick changeout of equipment.

- **Customer Service**

- This is an area where NWES excels, it is a fundamental part of our business. Over and above training we try to employ staff that are helpful, cool headed and who want to see the best end results in every situation. We monitor this very well. We will not condone bad attitudes or aggressive confrontational people. Customers, coworkers, and stake holders will always be treated with respect. One full time administrator will be directly responsible for data collection and reporting. They will be responsible for working with supervisors to ensure the correct date and information is entered accurately and sent weekly and monthly via spread sheets.

- **Invoicing**

- Administration will have collected all accurate data from supervisors and management. Invoices will be reviewed by senior management before submission to check for errors or inaccuracies. All data used to compile invoices will be submitted along with invoice.

- **Commencement Date**

- NWES is committed to making September 1, 2024, the firm date for Contract commencement. NWES management and staff would be fully committed to ensuring a smooth transition to new and improved services.

- **Value Added**

- License to transport and handle Hazardous waste. NWES has extensive experience transporting, loading, handling, and identifying hazardous waste. This includes extensive experience with all aspects of Asbestos containing materials (ACM)
- Multiple successful projects and contracts completed for other Regional District in past 5 years including material movement of, but not limited to, DRC (Demolition, Renovation and Construction), OCC (Old Corrugated Cardboard), refuse, mixed recycling, and non-regulated waste.

- North-Wood Group with its own full repair facility and commercial inspection license, has the ability to manage and maintain trailers, reducing downtime and mobilization.
- Head office and facility in heart of Kamloops has a core laydown area, equipment dispatch and availability to RDCK core management and supervisors at all times.

References

Adriana Mailloux – Manager of Solid Waste & Recycling

Thompson-Nicola Regional District

250-377-6294

amailloux@tnrd.ca

Andrew Dunlop – Executive Director

Knucwentwecw Development Corp

Skeetchestn Indian band

604-351-6288

andrew@kdcenterprises.ca

Various small and large projects over past 5 years

Greg Danyluk - Owner

GD Assessments Inc.

250 319-2635

gd@gdassessments.ca

Linden Williams - Industrial Sales

Sumas Environmental Services

250-319-9182

Linden@sumas.net

Tate Holowatiuk -Maintenance Director

Sun Peaks Resort

250-318-8611

maintenancedirector@sunpeaksresort.com

Variety of projects including utility and civil installations, high voltage, excavations, road building and lift installs.

PROPOSAL FORM



REQUEST FOR PROPOSALS

Industrial, Commercial and Institutional Recycling Services 2024-2026

2:00 pm PST, March 18, 2024

COMPANY NAME: North-Wood Environmental Services Ltd.

ADDRESS: 478 Okanagan Way

CITY/POSTAL CODE: Kamloops, BC V2H 1G7

EMAIL: adam@northwoodgroup.net

WORKSAFE BC ACCOUNT 201132780

NUMBER: DATED: 03/15/24

TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

The Proponent has carefully examined the Site where the Services will be supplied or used and the Contract Documents for the Industrial, Commercial and Institutional Recycling Services 2024-2026 .

The undersigned Proponent understands the conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in **Schedule 2**-Pricing Schedules and in accordance with the other Schedules of this Proposal.

The immediately following schedules, entitled **Schedules 1 to 7**, shall be read with and form part of this Proposal as if embodied herein.

The Proposal includes all addenda numbers 1 to 2 inclusive.

The Proponent understands and agrees that:

- a) the proposed rates specified in **Schedule 2**-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b) payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in **Schedule 2**-Pricing Schedules;
- c) The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal;

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal; and

- d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

The Proponent agrees as follows:

- a) If the undersigned is notified in writing of the acceptance of their Proposal, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b) Guarantees completion of the Contract in accordance with the Contract Documents;
- c) Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and WorkSafe BC clearance letter for the performance of the Contract;
- d) To begin supply of the Services on the date specified in the Notice to Proceed;
- e) Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim; and
- f) The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.



Signature of Proponent

Authorization

I/we hereby certify that the prices and dates and other information contained in this Proposal are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Proposal.

It is hereby agreed that once the Proposals for the Contract have been opened, this Proposal and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Proposals for the Contract, whichever shall first occur.

SIGNED, SEALED AND DELIVERED by:

North-Wood Environmental Services Ltd.

Name of Proponent (Company)

In the presence of:

Adam Wilimek

Name (printed)



Authorized Signature

478 Okanagan Way, Kamloops, BC V2H 1G7

Address (printed)

Address (printed)

250-377-0115

Telephone

Fax

Jeremy White

Witness Name (printed)



Witness Signature

478 Okanagan Way, Kamloops, BC V2H 1G7

Address (printed)

Address (printed)

250-377-0115

Telephone

Fax

DATED this 15 day of March, 2024.

NWES Proposal

NWES is happy to bring forth a proposal to the Regional District of Central Kootenay for the RFP No: 2023-253-ENV Industrial, Commercial and Institutional Recycling Service of collection, transport and market Old Corrugated Cardboard (OCC).

We have supplied a few options as part of this RFP that have variables that can be modified, added to or discussed. We have included pricing in many aspects of this potential contract with ideas that could be beneficial in the long term to RDCK in regards to costs, infrastructure and carbon footprint. Please see below for our proposal.

Due to capital expenditures and nature of the NWES proposal with compactors and bins we are requesting a contract term of 3 years (Sept 2024-August 2027) with options to extend for two 1 year periods upon mutual agreement.

NWES would like to propose the installation of electric OCC compactors at at least one of the sites if not more. Our main focus would be Nelson as this is the busiest site. With the installation of one or more bins of these units the consolidation at sites would be approx., at a minimum, 3:1 to standard gravity or hand loading of bins.

These are very good units, easy to use and simple in construction with automated reporting and numerous safety features to ensure safety for depot staff and residence. The OCC is compressed into a 40 yard specialized removable roll off bin. The options involves a commitment from the RDCK on the installation of these units as well as the capital cost over the course of the contract. However the good news in this is the reduction in trucking costs. This reduction in trucking costs would more than offset the capital and installation costs over the course of the contract. In an age of reductions in emissions and a focus on climate change these also provide a respectable solution to these issues.

Please see our pricing to evaluate these numbers. NWES would also be open to RDCK purchasing the compactor(s) and bin(s) at the end of the contract at a very reasonable capital cost as an option. The smaller sites would be serviced by standard 40 yard bins than current to the bins supplied by the current contractor. The bins would supply approx. 2 feet longer for additional volume at 22 feet long, 18 or 20 foot bins are also available as an option. Please see options for each site in the spreadsheet.

RDCK will have the option of picking the colors of all the bins and have them decal up to RDCK standards.

NWES, as with all its projects, would 100% committed to the making of this contract a success for the RDCK and NWES.

SCHEDULE 1: DESCRIPTION OF SERVICES

This section shall be read with and shall form part of the Contract Form.

1.1. Description of Services

The RDCK operates 21 recycling depots within the Regional District (see **Appendix A**-List of RDCK Depots). RBC provides for the transportation, processing and marketing of all recyclable materials collected at 12 Core recycling depots and the RDCK supplements 9 satellite depots to serve some rural communities in the RDCK. However RBC's recycling program does not include recyclable materials generated from ICI users. To maintain recycling service for local businesses, the RDCK has elected to support the collection, transportation and marketing of Old Corrugated Cardboard (OCC) from ICI users at selected depots as listed in **Appendix B**-List of Depot with ICI OCC Collection Services. This list may be subject to addition or removal of site at the complete discretion of the RDCK. The tonnage of ICI OCC collected from each Site from January 1, 2023 to December 31, 2023 are summarized in **Appendix C**.

The Contractor is responsible for supplying appropriate collection equipment (for example: Roll-off bins, front-load bins or other) to collect ICI OCC. Bin style is at the discretion of the Contractor pending they fit in the current site configuration and do not negatively impact operations.

RDCK staff is responsible for completing and sending the daily report from each depot to Contractor's operations team by the deadline that the RDCK and the Contractor will mutually agree upon. The daily report includes information about the ICI bin's capacity as well as other issues/requests associated with the supplies and services. ICI bin servicing shall occur as described in **1.2** below. The Contractor is responsible for sharing the dispatch schedule weekly with the RDCK representative. The Contractor must communicate with the RDCK representative promptly if any amendment of a dispatch schedule and/or cancellation and/or delay of the service is anticipated.

1.2. Frequency of Service Required

The following tables indicate the estimated frequency of the services required at each Site to accommodate with the volume of ICI OCC that are brought to each Site.

Depots with ICI services	Size of the bins being used as of 2023 Nov	Estimated minimum frequency of Services required (Monthly) in 2023	Total Monthly Volume (Metric Ton) 2023
Creston Helen Street Recycling Depot	6 yard bin (x8)	5	6.1 MT
Crescent Valley Recycling Depot	6 yard bin	1	N/A
Kaslo Recycling Depot	40 yard roll-off bin	2	2.1MT
Nakusp Recycling Depot	40 yard roll-off bin	2	2.6MT
Nelson Lakeside Recycling Depot	40 yard roll-off bin	6	6.7MT
New Denver Recycling Depot	40 yard roll-off bin	1	1.4MT
Ootischenia Recycling Depot	40 yard roll off bin	2	2.4MT
Salmo Recycling Depot	40 yard roll-off bin	1	0.79MT

Note: Volumes collected are subject to fluctuation. The estimates above are not guaranteed.

Each site should only be serviced when the Site reports over 80% full capacity. The Contractor should ensure to service the Site at a frequency that is required for each Site to stay operational during the hours of operation and mitigate any Service Interruptions wherever possible (**Appendix D-RDCK Depots Hours of Operation**).

1.3. Reporting the volume of ICI OCC and Commodity Value Rebate to the RDCK

The Contractor is responsible of recording the tonnage of ICI OCC collected from each Site and reporting the tonnage monthly to the RDCK representative. The Contractor is also responsible for reporting the final recycling location(s) where the collected ICI OCC have been delivered to and any commodity value rebate payable to the RDCK monthly.

1.4. Off-Hours Site Access and Security Measure for the Contractor's Properties

The Contractor will be given access to the Site outside of normal hours of operation, as per RDCK off hours and key issuance procedure. If accessing a Site off-hours, the Contractor shall secure the Site before departure. The Contractor shall provide the Site sufficient number of locks and cables for Staff to secure the Contractor's properties from being accessed during the outside of normal hours of operation.

1.5. Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK during the week and weekend during the hours of operation.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

1.6. Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility

for the result. The RDCK’s agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

1.7. Contractor’s Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor’s responsibilities shall include, but not be limited to the following:

- a) The Contractor is responsible for maintaining the bins annually to mitigate any injuries among users, Staff and drivers.
- b) The Contractor must address safety concerns regarding bin conditions promptly and bins shall not be used for collection until maintenance is completed.
- c) Clean the bins and ensure that there are no OCC and other debris remained in the bin when the bins are emptied and hauled to the Site.
- d) The Contractor shall safeguard workers by ensuring clean, functional clothing is worn during the performance of the Contract, and provide Personal Protective Equipment (PPE) for all participants in accordance with Worker’s Compensation Board regulations (RDCK staff and volunteers will be responsible for their own safety boots).
- e) The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor’s vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- f) The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

1.8. Recording and Reporting Fuel Consumption

The RDCK requires that contractors communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th.

Contractor to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of your solid waste collection, transportation, and diversion service to the RDCK:

- 1. Vehicle class;
- 2. Type of fuel used by each vehicle; and
- 3. Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	<ul style="list-style-type: none"> • 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	<ul style="list-style-type: none"> • SUV’s, minivans • Full-size vans

Vehicle Class	Includes
	<ul style="list-style-type: none"> <li data-bbox="509 233 1403 302">Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	<ul style="list-style-type: none"> <li data-bbox="509 308 1390 375">Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kb (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	<ul style="list-style-type: none"> <li data-bbox="509 382 1382 451">Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.


SCHEDULE 3: EQUIPMENT LIST

The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED
143	2009 Freightliner Roll-Off Truck	Owned	
144	2020 Freightliner Roll-Off Truck	Owned	
148	2025 Kenworth Roll-Off Truck	Owned	
T22	2016 Peak Roll-Off Trailer	Owned	

The Proponent must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

NWES has the availability and means to provide services even during unplanned / unforeseen downtime. Even with the best maintenance programs and good operators downtime is a reality. NWES mitigates this by always having spare equipment able to perform the jobs when needed. Employing 4 full time techs and two fully equipped service truck maintenance is a huge benefit when the unplanned downtime comes up. What tops this off is very good trucking dispatching as well, able to make changes to our routing in the event of a breakdown.



 Signature of Proponent

SCHEDULE 4: PROPOSED SUB-CONTRACTORS

The Proponent shall provide the name and address of the Sub-Contractor that the Proponent intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR
No Subcontractors to be used by NWES	

(If additional space is required use reverse side of this page.)



Signature of Proponent

SCHEDULE 5: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Proposal.

ADDENDUM NO. 1 DATED March 1, 2024
ADDENDUM NO. 2 DATED March 11, 2024
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____



Signature of Proponent

SCHEDULE 6: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent's Experience on Projects of a Similar Nature

Project: Solid Waste Management (5 year contract) Value: \$16,725,000.00
Owner: TNRD - Curran Chronik Operations Supervisor of Solid Waste & Recycling Phone Number: 250-377-8673
Description: Prime contractors overseeing 11 Eco-Depot / Transfer Stations and 1 Landfill for the Nicola Valley and Western TNRD Solid Waste Management Facilities Operations, Maintenance, and Hauling Services. Includes day-to-day facility operations and daily hauling of a variety of material containments including Super B trailers, 40yd Roll-off bins and Demolition trailers.

Project: Household Hazardous Waste Services (5 year contract) Value: \$1,000,000.00
Owner: TNRD - Adriana Mailloux Manager of Solid Waste & Recycling Phone Number: 250-377-6294
Description: Manage, operate and own a Household Hazardous Waste Facility in conjunction with TNRD, City of Kamloops and TteS (Kamloops Indian Band). Includes lab packing and transportation of dangerous goods to end users throughout BC and AB.

Project: Transportation of material throughout BC Value: \$600,000.00
Owner: Quest Disposal & Recycling Inc. - Layton Hauca Manager Phone Number: 780-603-7810
Description: Collection and transportation of hazardous waste and non-regulated materials throughout BC with Roll-off trucks, Low beds and Demolition trailers.



Signature of Proponent

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

The Regional District of Central Kootenay has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. Proponents are requested to provide details on what, if any, environmental attributes they will incorporate into the supply of the Services. Consideration of environmental attributes will form part of the overall evaluation of Proposals.

Examples of environmental attributes include but are not limited to:

- Proponent’s corporate efforts to reduce greenhouse gas emissions;
- Proponent’s use of alternative fuels in transportation operations;
- Proponent’s use of cleaner burning diesel engines in vehicles; and
- Proponent’s effort to limit the carbon footprint.

One of the goals of NWES is to increase / maximize payloads reducing how many trips are made while reducing gas emissions and carbon foot print. To maximize payloads we are utilizing trailers, that attach behind a standard commercial truck, to haul 2 roll-off bins at once and also implementing electric compactors at a some sites. Electric compaction is more environmentally friendly vs. gasoline or diesel fueled equipment / vehicles used for compaction. Our transporting vehicles are all diesel which emit less hydrocarbons, carbon monoxide, lead pollution and greenhouse gases than petrol engines.

(If additional space is required use reverse side of this page.)



Signature of Proponent







Services Agreement

Contract #: 2023-253-ENV
Project: ICI Recycling Depot Hauling
GL Code: See Schedule B

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2024
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the **RDCK**)
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

WASTE MANAGEMENT OF CANADA CORPORATION
(hereinafter called the **Contractor**)
at the following address:
Add address
City, Province, Postal Code

Agreement Administrator: Akane Norimatsu
Telephone #: 250.352.1526
Email: anorimatsu@rdck.bc.ca

Agreement Administrator: Christine Smith
Telephone: 250.687.0398
Email: csmith66@wm.com

1 FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in **Schedule A** of this Agreement (the **Services**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **September 1, 2024** and ending on **August 31, 2026** (the **Term**). Agreement may be extended up to three (3) times for a one (1) year term upon mutual agreement.

- (d) **LOCATION:** The location for delivery of the Services shall be as listed in Schedule A.
- (e) **CONTRACT PRICE/RATE:** On the terms set out in Schedules B and C.
- (f) **BILLING DATE:** Monthly.
- (g) The following Schedules incorporated into, and form part of this Agreement.

Schedule A: Description of Services
 Schedule B: Contract Payment Terms
 Schedule C: Pricing Schedules
 Schedule D: Personnel & Equipment

- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

GENERAL CONTRACT CONDITIONS

2 The Contractor shall:

- (a) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (b) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (c) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (d) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (e) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (f) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (g) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (h) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (i) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

ASSIGNMENT

- 3 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent of

the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

INSURANCE

4 The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

- (a) Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.
- (b) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000;**

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (ii) include the Contractor's Blanket contractual liability;
 - (iii) include a Cross Liability clause;
 - (iv) include occurrence property damage;
 - (v) include personal injury;
 - ~~(vi) include premises & operations insurance;~~
 - (vii) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (viii) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (ix) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- ~~(c) professional liability coverage in the amount of \$ Amount of Insurance dollars per claim and \$ Amount of Insurance dollars aggregate, with a maximum deductible of \$50,000;~~
 - ~~(d) pollution/environmental impairment liability insurance in the amount of \$ Amount of Insurance dollars per occurrence and \$ Amount of Insurance dollars aggregate, with a maximum deductible of \$50,000;~~

Such insurance will:

- ~~(i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;~~
- ~~(ii) include the Contractor's Blanket contractual liability;~~
- ~~(iii) include a Cross Liability clause;~~
- ~~(iv) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);~~
- ~~(v) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;~~
- ~~(vi) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.~~

~~(e) course of construction/builders risk coverage in the amount of \$ **Amount of Insurance** dollars with a maximum \$10,000 deductible;~~

~~(f) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.~~

Such coverage will:

- ~~(A) Include an Installation Floater~~

INDEMNITY

5 Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as Claims), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons.

COMPLIANCE WITH WORKERS COMPENSATION ACT

6 The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the Workers Compensation Act and the Occupational Health and Safety Regulations thereunder.

7 Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the Workers Compensation Act, an order is given to the

Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the Workers Compensation Act or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

- 8 In the event that the Contractor refuses or fails to comply with an order under the Workers Compensation Act or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract*.
- 9 The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter. The Contractor will Be responsible for all fines, levies, penalties and assessments made or imposed under the Worker's Compensation Act and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.

HEALTH AND SAFETY

- 10 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.
- 11 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.
- 12 The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.
- 13 The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

INTENT OF CONTRACT DOCUMENTS

- 14 The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in **Schedule A** and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

RDCK REPRESENTATIVE'S AUTHORITY

- 15 The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the

provisions of the Contract.

NOTICE TO PROCEED

- 16** Following the execution of the Contract by the Contractor and the provisions of the required Irrevocable Commercial Letter of Credit and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

- 17** If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.
- 18** If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.
- 19** If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Irrevocable Commercial Letter of Credit.

RDCK'S RIGHT TO TERMINATE THE CONTRACT

- 20** If the Contractor should:
- (a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
 - (b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
 - (c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
 - (d) abandon the supply of the Services, or
 - (e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.
- 21** If the default is not corrected within forty-eight (48) hours, then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

- 22 If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:
- (a) obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
 - (b) withhold any further payments to the Contractor until the supply of the Services is finished;
 - (c) upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Credit.
- 23 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.
- 24 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

CONTRACTOR'S RIGHT TO STOP SUPPLY OF SERVICES OR TERMINATE THE CONTRACT

- 25 If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.
- 26 The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.
- 27 If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

SUB-CONTRACTORS

- 28 The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- (a) enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- (b) be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

29 The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

~~**30** The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule E-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.~~

31 The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

32 Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

33 Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

PRIVATE LAND

34 If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.

35 The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

DISPUTE RESOLUTION

36 All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.

37 In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

- 38 Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

TAXES AND DUTIES

- 39 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

STAFF RESOURCES AND MANAGEMENT

- 40 The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.
- 41 The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.
- 42 The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

EMERGENCY CALL OUTS

- 43 Before commencement of the Contract, the Contractor shall provide to the Owner with a list of at least three names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract. Names are to be listed in Schedule D – *Personnel and Equipment*. At least one person on the list shall be available at all times outside of normal working hours. The Contractor shall issue an updated list whenever a change in call out personnel or phone numbers is made.

RIGHT TO AUDIT

- 44 Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

CHANGE IN THE SERVICES

- 45** The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.
- 46** If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule C - *Pricing Schedules*, or use one of more of the following methods in deciding such value:
- by unit prices submitted in the Proposal
 - by unit prices submitted by the Contractor and accepted by the RDCK
 - by lump sum on the Contractor's estimate and accepted by the RDCK
 - on a force account basis as specified hereinafter.

INSPECTION OF THE WORK

- 47** The Owner's Representative will inspect the Work during the period of operation and will observe the Work in progress on behalf of the Regional District. The Owner's Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Agreement.
- 48** The Regional District and its representatives shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 49** If the specifications, the Regional District's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of his readiness for inspection, and if the inspection is by an authority other than the Regional District, the date fixed for such inspection.
- 50** If any Work should be covered up without approval or consent of the Regional District it must, if required by the Regional District, be uncovered for examination at the Contractor's expense.
- 51** Examination of questioned Work may be ordered by the District and if so ordered the Work shall be uncovered by the Contractor. If such Work is found not to be in accordance with the Contract Documents through the fault of the Contractor, the Contractor shall pay the cost of examination and replacement of the Work. If such Work is found to be in accordance with the Contract Documents, the Regional District shall pay these costs.

CONTRACT PERFORMANCE REVIEWS

- 52** From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the description of Services or suspension/termination of the Contract.

RIGHTS OF WAIVER

- 53** A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any

other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

DUTY OF CARE

54 The Contractor acknowledges that the RDCK, in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the RDCK in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract.

SEVERABILITY

55 All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.

COMPLIANCE WITH PERMITS, LAWS AND REGULATIONS

56 The laws and regulations of the place where the Services are supplied shall govern.

57 The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.

58 The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.

59 The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.

60 This Agreement shall be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

SECURITY FOR SUPPLY OF SERVICES

61 Unless otherwise agreed in writing by the RDCK may, in its absolute discretion, the Contractor shall provide to the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable Commercial Letter of Credit in the amount of 10% of the Total Annual Contract Price detailed in Schedule C: *Pricing Schedules*, which security shall be issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.

FORCE MAJEURE

62 In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a

result of an event of Force Majeure, then subject to the RDCK's right of termination under Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract.*, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- (a) the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- (c) the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- (d) when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

GENERAL

- 63** Time shall be of the essence of this Agreement.
- 64** Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 65** This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 66** A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 67** A waiver under Section 66 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 68** Everything produced, received or acquired (the "Material") by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 69** The copyright in the Material belongs to the RDCK.
- 70** The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 71** Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 72** Where the Contractor is a partnership, all partners are to execute this Agreement.
- 73** Sections 2 c), d), Sections 5 and 69 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

74 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	WASTE MANAGEMENT OF CANADA CORPORATION
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)

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SCHEDULE A: DESCRIPTION OF SERVICES

This section shall be read with and shall form part of the Contract Form.

1.1. Description of Services

The RDCK operates 21 recycling depots within the Regional District (see **Appendix A**-List of RDCK Depots). RBC provides for the transportation, processing and marketing of all recyclable materials collected at 12 Core recycling depots and the RDCK supplements 9 satellite depots to serve some rural communities in the RDCK. However RBC's recycling program does not include recyclable materials generated from ICI users. To maintain recycling service for local businesses, the RDCK has elected to support the collection, transportation and marketing of Old Corrugated Cardboard (OCC) from ICI users at selected depots as listed in **Appendix B**-List of Depot with ICI OCC Collection Services. This list may be subject to addition or removal of site at the complete discretion of the RDCK. The tonnage of ICI OCC collected from each Site from January 1, 2023 to December 31, 2023 are summarized in **Appendix C**.

The Contractor is responsible for supplying appropriate collection equipment (for example: Roll-off bins, front-load bins or other) to collect ICI OCC. Bin style is at the discretion of the Contractor pending they fit in the current site configuration and do not negatively impact operations.

RDCK staff is responsible for completing and sending the daily report from each depot to Contractor's operations team by the deadline that the RDCK and the Contractor will mutually agree upon. The daily report includes information about the ICI bin's capacity as well as other issues/requests associated with the supplies and services. ICI bin servicing shall occur as described in **1.2** below. The Contractor is responsible for sharing the dispatch schedule weekly with the RDCK representative. The Contractor must communicate with the RDCK representative promptly if any amendment of a dispatch schedule and/or cancellation and/or delay of the service is anticipated.

1.2. Frequency of Service Required

The following tables indicate the estimated frequency of the services required at each Site to accommodate with the volume of ICI OCC that are brought to each Site.

Depots with ICI services	Size of the bins being used as of 2023 Nov	Estimated minimum frequency of Services required (Monthly) in 2023	Total Monthly Volume (Metric Ton) 2023
Creston Helen Street Recycling Depot	6 yard bin (x8)	5	6.1 MT
Crescent Valley Recycling Depot	6 yard bin	1	N/A
Kaslo Recycling Depot	40 yard roll-off bin	2	2.1MT
Nakusp Recycling Depot	40 yard roll-off bin	2	2.6MT
Nelson Lakeside Recycling Depot	40 yard roll-off bin	6	6.7MT
New Denver Recycling Depot	40 yard roll-off bin	1	1.4MT
Ootischenia Recycling Depot	40 yard roll off bin	2	2.4MT
Salmo Recycling Depot	40 yard roll-off bin	1	0.79MT

Note: Volumes collected are subject to fluctuation. The estimates above are not guaranteed.

Each site should only be serviced when the Site reports over 80% full capacity. The Contractor should ensure to service the Site at a frequency that is required for each Site to stay operational during the hours of operation and mitigate any Service Interruptions wherever possible (**Appendix D**-RDCK Depots Hours of Operation).

1.3. Reporting the volume of ICI OCC and Commodity Value Rebate to the RDCK

The Contractor is responsible of recording the tonnage of ICI OCC collected from each Site and reporting the tonnage monthly to the RDCK representative. The Contractor is also responsible for reporting the final recycling location(s) where the collected ICI OCC have been delivered to and any commodity value rebate payable to the RDCK monthly.

1.4. Off-Hours Site Access and Security Measure for the Contractor's Properties

The Contractor will be given access to the Site outside of normal hours of operation, as per RDCK off hours and key issuance procedure. If accessing a Site off-hours, the Contractor shall secure the Site before departure. The Contractor shall provide the Site sufficient number of locks and cables for Staff to secure the Contractor's properties from being accessed during the outside of normal hours of operation.

1.5. Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK during the week and weekend during the hours of operation.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

1.6. Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

1.7. Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a) The Contractor is responsible for maintaining the bins annually to mitigate any injuries among users, Staff and drivers.
- b) The Contractor must address safety concerns regarding bin conditions promptly and bins shall not be used for collection until maintenance is completed.

- c) Clean the bins and ensure that there are no OCC and other debris remained in the bin when the bins are emptied and hauled to the Site.
- d) The Contractor shall safeguard workers by ensuring clean, functional clothing is worn during the performance of the Contract, and provide Personal Protective Equipment (PPE) for all participants in accordance with Worker’s Compensation Board regulations (RDCK staff and volunteers will be responsible for their own safety boots).
- e) The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor’s vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- f) The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

1.8. Recording and Reporting Fuel Consumption

The RDCK requires that contractors communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th.

Contractor to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of your solid waste collection, transportation, and diversion service to the RDCK:

- 1. Vehicle class;
- 2. Type of fuel used by each vehicle; and
- 3. Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	<ul style="list-style-type: none"> • 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	<ul style="list-style-type: none"> • SUV’s, minivans • Full-size vans • Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	<ul style="list-style-type: none"> • Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kb (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	<ul style="list-style-type: none"> • Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

- 1 Total budget shall not exceed \$[Amount] (excluding GST) over the two year contract term unless otherwise negotiated in advance of the work completed. Costs shall be based on amounts in Schedule C (excluding GST).

INVOICING

- 2 Invoices to be submitted monthly.
- 3 The following contract number and GL code(s) **must** be quoted on the invoice(s):
Contract Number: **2023-253-ENV**
GL Code: **ACCOUNT # & WORK ORDER #**
- 4 Invoices must be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.
- 7 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 8 Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca no later than January 15th of the following year.

PAYMENT WITHHELD OR DEDUCTED

- 9 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
 - (a) the Contractor is not making satisfactory progress with the supply of the Services;
 - (b) defective Services which are not remedied;
 - (c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
 - (d) damages caused to another party by the Contractor;
 - (e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
 - (f) the RDCK has corrected deficiencies under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

MONIES DUE TO THE RDCK

- 10 The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.
- 11 All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, or Section 6 of this Schedule - *Liquidated Damages*, may be retained by the RDCK out of any monies due, or which may

become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Irrevocable Commercial Letter of Credit. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

- 12 The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

LIQUIDATED DAMAGES

- 13 In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per Sections 10,11 and 12 of this Schedule - *Monies Due to the RDCK*.

NEGOTIATIONS DURING CONTRACT TERM

- 14 If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

ANNUAL ADJUSTMENTS

- 15 The price as presented in Schedule C: *Pricing Schedules* shall be adjusted annually on the anniversary date of the Contract according to the following formula:

Cumulative Annual Contract Price x Percentage Change of the Statistics Canada Average Consumer Price Index for British Columbia for the Transportation Industry of the 12 months prior to the month immediately preceding the date for which the fee rate is being adjusted.

- 16 On the anniversary of the Contract it is the responsibility of the Contractor to engage with the RDCK to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The Contractor shall adjust invoices accordingly as soon as possible.
- 17 The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced by Statistics Canada will be the most up to date and relevant tables available at the time of the adjustment. No other adjustment to the Contract Price will be made during the term of the Contract.

DRAFT



Schedule 2 – Pricing Form

SCHEDULE 2: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Proponent hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

2.1 Serviceable Areas

Service contracts will be awarded separately for individual depot locations or for groups of depots as specified by the proponent. Service for all depots in a sub-region may also be awarded.

Suggested depot groupings are as follows:

- All Central, West and East sub-regions
- Creston Helen Street Recycling Depot Only (East Sub-Region Only)
- Salmo-Nelson Lakeside-Kaslo (Central Sub-Regions only)
- Ootischenia-Crescent Valley-New Denver-Nakusp (West Sub-Regions only)
- Both Central and West sub-regions
- Small collection route of depots in a particular area
- Single depots

Include the Sites/Group (s) of Site that the Proponents intend to service and provide any pricing modifications applying for servicing multiple depots below,

Submission is for ALL Central, West, and East sub-regions
Creston Helen Street Recycling Depot, Crescent Valley Recycling Depot,
Kaslo Recycling Depot, Nakusp Recycling Depot, Nelson Lakeside Recycling,
New Denver Recycling Depot, Ootischenia Recycling Depot, Salmo Recycling Depot

2.2 Pricing Schedule

Complete the pricing schedule table below based on the Proponent's serviceable area(s) as described in 2.1, and calculate the Total Annual Price in 2.3 and Total Contract Price in 2.4.

A: Central Sub-Region *specify which type/size of bins will be used at each location

Depot	Total Volume collected per month (Metric Ton) in 2023	*Equipment Provided	Estimated Frequency of Services per month	Price per Service	Proposed Delivery Location	Estimated Total Monthly Price	Estimated Total Annual Price
Nelson Lakeside Recycling Depot (LAK)	6.7MT	4 x 6 yard FEL bins	3 x per week = 12.99 per month amortized	\$257.26	where current RO bin sits	\$1113.94	\$13367.28
Salmo Recycling Depot (SAL)	0.79MT	2 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$133.333	multiple options	\$577.31	\$6927.72
Kaslo Recycling Depot (KAS)	2.1MT	1 x 30 yard depot bin	2 x per month on call	\$1466.86	where current RO bin sits	\$2932	\$5,864.00
Total Price A							\$26,159.00

B: West Sub-Region *specify which type/size of bins will be used at each location

Depot	Total Volume collected per month (Metric Ton) in 2023	*Equipment Provided	Estimated Frequency of Services per month	Price per Service	Proposed Delivery Location	Estimated Total Monthly Price	Estimated Total Annual Price
Crescent Valley	not available	1 x 4 yard FEL bin	1 x per EOW = 2.16 per month amortized	56.08	multiple options	\$121.14	\$1,453.68
Ootischenia Recycling Depot (OOT)	2.4MT	1 x 4 yard FEL bin	2 x 6 yard FEL bins	3 x per week = 12.99 per month amortized	where current RO bin sits	\$577.31	\$6,927.72
New Denver Recycling Depot (ND)	1.4MT	2 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$76.95	where current RO bin sits	\$333.19	\$3998.28
Nakusp Recycling Depot (NAK)	2.6MT	4 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$141.37	multiple options	\$612.13	\$7,345.56
Total Price B							\$19,725.24

C: East Sub-Region

Depot	Total volume collected per month (Metric Ton) in 2023	*Equipment Provided	Estimated Frequency of the Service Required per month in 2023	Price per Service	Proposed Delivery Location	Estimated Total Monthly Price	Estimated Total Annual Price
Creston Helen Street Recycling Depot (CCW)	6.7MT	9 x 6 yard HIL bin	1x per week = 4.33 per month amortized	\$419.45	same as current bus	\$1816.2	\$21794.4
Total Price C							\$21794.4

2.3 Total Annual Price

Proponent's Total Annual Price *	\$67678.64
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*Add Total Price A to C for the Total Annual Price

2.4 Total Contract Price

Proponent's Total Contract Price *	\$135357.28
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* Use the total annual price in 2.3 and multiply it by 2 for contract term of 2 years

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 Signature of Proponent

2.7 Post Collection Plans

Proponents will also provide details regarding the consolidation, marketing and processing of collected OCC, including the location(s) of processing plants and partners that will haul materials outside of the RDCK.

WM will be utilizing two MRF facilities to bale your material and then ship to a mill for processing.
The RMO calculation will be based on the previous months processing/rebate for the related facility.
RMO will be debited or credited to the RDCK by site on a per bin calculation as per the
below example.
This example is for our Suggested Service model at Nelson Lakeside Recycling.
February's processing cost at the Castlegar's MRF is at \$80 per ton. This translates to
\$1.524 per yard of material.
Nelson Lakeside suggested service model is 4 x 6 yard bins serviced 3 x per week.
RMO calculation is \$118.79 per bin per month x 4 bins = \$475.16 per month
RMO in addition to the service cost of \$1113.94 for March service.

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RMO Calculation & Financial Estimated Impact	
632 CASTELGAR OCC	
Customer Impact/Service Level	
Container Size	6 - Yard
Frequency	3x per week
Quantity	1.00
= Total Monthly Yards	77.94
Average Lbs/Yard	42.00
RMO/Ton	\$ 80.00
RMO/Yard	\$ (1.524)
RMO Charge to Customer	\$ (118.79)

RMO Pricing

A: Central Sub-Region *specify which type/size of bins will be used at each location

Depot	Total volume collected per month (metric ton in 2023)	*Equipment provided	Estimated Frequency of Services per month	RMO per Service	Estimated RMO monthly price	Estimated Total RMO annual price
Nelson Lakeside Recycling Depot (LAK)	6.7 MT	4 x 6 yard FEL bins	3 x per week = 12.99 per month amortized	\$36.58	\$475.16	\$5,701.92
Salmo Recycling Depot (SAL)	.79 MT	2 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$18.29	\$79.20	\$950.40
Kaslo Recycling Depot (KAS)	2.1 MT	1 x 30 yard depot bin	2 x per month on call	N/A	\$168.00	\$2,016.00
					Total Price A	\$8,668.32

B: West Sub-Region *specify which type/size of bins will be used at each location

Depot	Total volume collected per month (metric ton in 2023)	*Equipment provided	Estimated Frequency of Services per month	RMO per Service	Estimated total Monthly Price	Estimated Total Annual Price
Crescent Valley	unknown	1 x 4 yard FEL bin	1 x per EOW = 2.16 per month amortized	\$6.13	\$13.23	\$158.76
Ootschiele Recycling Depot (OOT)	2.4 MT	2 x 6 yard FEL bins	3 x per week = 12.99 per month amortized	\$18.29	\$237.58	\$2,850.96
New Denver Recycling Depot (ND)	1.4 MT	2 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$18.29	\$79.20	\$950.40
Nakusp Recycling Depot (NAK)	2.6 MT	4 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$36.58	\$158.40	\$1,900.80
					Total Price B	\$5,860.92

C: East Sub-Region

Depot	Total volume collected per month (metric ton in 2023)	*Equipment provided	Estimated Frequency of Services per month	RMO per Service	Estimated total Monthly Price	Estimated Total Annual Price
Creston Helen Street Recycling Depot (CCW)	6.7 MT	9 x 6 yard FEL bins	1 x per week = 4.33 per month amortized	\$82.31	\$355.40	\$4,276.80
					Total Price C	4276.8

2.3 Annual Price

Proprietary's Total Annual Price	18806.04
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Add Total Price A to C for the Total Annual Price

2.4 Total Contract Price

Proprietary's Total Contract Price	37612.08
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Use the total annual price in 2.3 and multiply it:

2

2.5 Other Sites

Depot	*Equipment Provided	Proposed Delivery Location	Estimated Price per Service
Slocan Recycling (SLO)	3 x 6 yard FEL bins serviced weekly	multiple options	\$27.44
Crawford Bay Recycling Depot (CRA)	N/A	N/A	N/A

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Additional Pricing Information

Pricing for Collection of Materials

- Pricing is inclusive of delivery of containers
- Removal of bins is \$85 per container
- Contamination fee applies and will be documented with photo of the occurrence, calculated at bin size x \$30 per yard
- FLEX bins will be provided at sites with limited routing availability. FLEX bins will be added to routing as needed when significant volume increases occur to keep the site operational. FLEX bins will be added to the pick up schedule as needed when need and calculated at the per yard rate for the relevant site.

Pricing For Recyclable Materials Offset

To provide the RDCK pricing that captures the changes in the commodity market the processing cost/potential rebate will be captured by the RMO fee. For an accurate calculation of cost for this RFP we utilized the RMO calculation for February 2024 for this pricing table. Actual RMO will be calculated monthly based on the cost per yard for each bin at each service location.

The Recyclable Material Offset (RMO) is a price adjustment that applies to recycling collection customers that allows our WM operating companies to achieve an acceptable operating margin despite increased recycling costs and/or declines in the value of processed recyclables in the global commodities market. The RMO is usually a charge but could be a credit to the customer's bill and is calculated based on the amount that (a) our applicable WM operating company's processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to the blended value per ton of processed recyclables, minus an amount for profit margin. In October 2023, WM refined the RMO calculation for customers by incorporating objective index values for blended commodity prices which increased the charge modestly **at that time** but allows the value of the charge to **increase or decrease** over time in a manner more reflective of changes in the market price of recyclable commodities as reflected by those indices. If the recyclables' blended index value exceeds processing costs, plus profit margin, an RMO credit may apply, at the company's sole discretion. The RMO, including profit margin, processing and disposal costs, and recyclables blended value shall be determined by WM from time-to-time, in its sole discretion, based on applicable operating data and market information. The RMO is subject to a customer's applicable service agreement terms.

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Schedule 3 – Equipment List

SCHEDULE 3: EQUIPMENT LIST

The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROponent	RENTED OR LEASED
2	Commercial Front End Loader, Autocar, 2017	X	
3	Commercial Front End Loader, Autocar, 2018	X	
2	Roll Off, Freightliner, 2009	X	
1	Roll Off, Autocar, 2023	X	
2	Loader and Forklift	X	
2	Fully enclosed high capacity baler	X	
2	Covered Bale Storage	X	
1	Loading Bay	X	

The Proponent must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

In the Event of Equipment Failure

Fleet: WM has spare FEL and RO trucks for each of the two hauling districts covered in this RFP. When a truck is out of service the spare truck is put in service. In the event that we have more than 1 truck out of service we strive to recovery any delayed service within 2 business days for rerouting. If the truck failure requires longer to rectify WM will bring in spare fleet from either Revelstoke Hauling or Kelowna Hauling to replace the out of service vehicle.

MRF: Both WM Cranbrook Hauling and Castlegar Hauling employee full time certified mechanics on site at each MRF location. First line of resolution occurs at the local leve and for more complex failures WM has standing PO's with several qualified MRF technicians. If the RDCK volume increases outside of usual parameters WM can add additional service days or employ FLEX bins at sites with limited routing. Both MRF balers are operational 5 days a week with covered bale storage

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Signature of Proponent

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Schedule 4 – Proposed Subcontractors

SCHEDULE 4: PROPOSED SUB-CONTRACTORS

The Proponent shall provide the name and address of the Sub-Contractor that the Proponent intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR
WM will not be utilizing subcontractor for the execution of the outlined proposal	

(If additional space is required use reverse side of this page.)

Brad Leganger

Signature of Proponent



Committee Report

Date of Report: April 29, 2024
Date & Type of Meeting: May 15, 2024, Joint Resource Recovery Committee
Author: Nathan Schilman, Environmental Technologist
Subject: NAKUSP LANDFILL CONTRACT RENEWAL AND NEW CONTRACT PROCUREMENT
File: 12-6300-NAK-20-2024_JRRC_NAK_Contract_Extension
Electoral Area/Municipality: NAKUSP, AREAS H AND K

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to seek approval for a direct award of the Nakusp Landfill operations and maintenance contract to Arrow Lakes Aggregates Ltd. for a term of six (6) months, with an option to extend the contract month-by-month until landfilling ceases, and to seek authorization to procure a new site maintenance contract for the Nakusp transfer station following landfill closure.

SECTION 2: BACKGROUND/ANALYSIS

The current landfill operation and maintenance contract for the Nakusp landfill (Contract No. 6300-127), issued to Arrow Lakes Aggregates Ltd., will expire on June 30, 2024, with no remaining extensions. A procurement for the landfill closure plan is under development and will include a fill-to-closure plan to efficiently landfill waste prior to closure and project an estimated closure date. The current landfill operation contract will be required until December 31, 2024 at the earliest.

Staff recommend a direct award contract for a 6-month term, and continuing with month-to-month extensions until landfilling ceases, expected in early to mid-2025. Month-to-month extensions will not be issued for more than 12 months total.

The direct award of a short-term contract to Arrow Lakes Aggregates Ltd. is recommended as it is unlikely that a different contractor would be interested in bidding on a 6-month contract, if a Request for Proposal (RFP) was issued. Arrow Lakes Aggregates Ltd. has operated and maintained the Nakusp Landfill in a satisfactory manner for many years and therefore Staff can find no reason to seek a replacement contractor for the remainder of the landfill's operation.

Once the Nakusp landfill ceases active landfilling operations, the scope of work required at the site will change. As such, a new site maintenance contract will be required, which should be similar in scope to the current contracts that are in place for other RDCK transfer stations – for example, snow removal, upkeep of diversion piles, minor repairs, etc.

The 2021 Resource Recovery Plan (RRP) outlines plans to construct a transfer station to replace the current landfill at Nakusp as well as developing a closure plan and commencing closure activities at the Nakusp landfill in 2024. Current schedule estimates have the closure planning commencing in the near future and closure activities starting in 2025.

Staff recommends issuing an RFP for a new site maintenance contract, for the scope noted above, to commence following landfill closure. Results of the procurement will be returned to the Committee for direction.

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

There should be no change in costs for extending the current contract with Arrow Lakes Aggregates Ltd. Staff spoke with owner, Isaque Vieira, who expressed that he was satisfied with the current contract and happy to extend the length of the contract as needed.

The current monthly cost of the contract is \$17,090.30 plus GST. The total cost of the 6-month contract would be \$102,541.80 plus GST.

Monthly extensions of the contract beyond December 31, 2024 would cost \$17,090.30 plus GST per month.

Funds for the contract are included in the 2024 RDCK Financial Plan for Service S188 West Resource Recovery.

Once the landfill is closed and is operating as a transfer station, it’s expected that the operation & maintenance costs will be reduced substantially.

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

None at this time

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:

The RDCK’s Environmental Technologist will oversee the direct award of a new contract with Arrow Lakes Aggregates Ltd, and the issuance of an RFP for the Nakusp transfer station maintenance contract.

3.8 Board Strategic Plan/Priorities Considerations:

- Manage our assets and service delivery in a fiscally responsible manner
- Reduce operational costs
- Innovate to reduce the impact of waste
- Implement the RDCK Resource Recovery Plan

SECTION 4: OPTIONS & PROS / CONS

OPTION 1.1: That the Board approve a direct-award contract for the Nakusp Landfill operations and maintenance with Arrow Lakes Aggregates Ltd. until December 31, 2024, with an option to extend the contract month-to-month thereafter, and that the Chair and Corporate Officer be authorized to sign necessary documents; AND FURTHER that the costs be paid from Service S188 West Waste.

PROS:

- No need to issue a new RFP
- Arrow Lakes Aggregates Ltd. is familiar with operations at landfill – no need to train/oversee a new operator.

CONS:

- None noted.

OPTION 1.2: That the Board not approve a direct-award contract with Arrow Lakes Aggregates Ltd. and direct staff to issue a Request for Proposal for contracted operations & maintenance for a 6-month term with option to extend month-to-month thereafter.

PROS:

- None noted.

CONS:

- RFP issuance, review, and award is time-consuming.
- Unlikely to receive much interest in a short-term contract.
- Challenging to have new contract in place before June 30, 2024.

OPTION 2.1: That the Board directs staff to issue a Request for Proposal for a new site maintenance contract, to commence once landfilling operations have ceased.

PROS:

- Contract would be awarded and ready to start as soon as landfill operations cease.
- Allows for ample time to seek potential contractors.

CONS:

- None noted.

OPTION 2.2: That the Board direct staff to not issue a Request for Proposal at this time.

PROS:

- None noted.

CONS:

- Delaying the procurement of a new maintenance contract could have an impact on the transition of Nakusp from landfill to transfer station.

SECTION 5: RECOMMENDATIONS

RECOMMENDATION #1:

That the Board approve a direct-award contract for the Nakusp Landfill operations and maintenance with Arrow Lakes Aggregates Ltd. until December 31, 2024, with an option to extend the contract month-to-month thereafter, and that the Chair and Corporate Officer be authorized to sign necessary documents; AND FURTHER that the costs be paid from Service S188 West Resource Recovery.

RECOMMENDATION #2:

That the Board direct staff to issue a Request for Proposal for a new site maintenance contract for the Nakusp Landfill site, to commence once landfilling operations have ceased.

Respectfully submitted,



Nathan Schilman, Environmental Technologist

CONCURRENCE

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

ATTACHMENTS: NONE



Committee Report

Date of Report: April 26, 2024
Date & Type of Meeting: May 15, 2024; Joint Resource Recovery Committee
Author: Heidi Bench, Resource Recovery Projects Advisor
Subject: USED COOKING OIL PILOT PROJECT AT CRESTON LANDFILL
File: 6500-01
Electoral Area/Municipality: East Sub-region

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to seek direction to establish a one-year pilot project that would allow the disposal of used cooking oil at Creston Landfill, in partnership with Leduc Biodiesel Energy who would collect and upcycle the used cooking oil.

SECTION 2: BACKGROUND/ANALYSIS

The RDCK currently does not accept cooking oil and used cooking oil in its landfills or at its household hazardous waste events. The RDCK's organics facilities will accept very small amounts of cooking oil if it is absorbed into newspaper or paper towels; any larger amounts are prohibited as per Schedule I of the Resource Recovery Facilities Regulatory Bylaw No. 2905. Operators of both the landfill and wastewater treatment facility in Creston stated that they do occasionally see larger volumes of these products ending up in their facilities. While cooking oil is technically an organic waste product, improper disposal can cause environmental problems and equipment damage, subsequently incurring significant additional costs to treatment facilities and landfills.

To gain a better understanding of how larger cooking oil producers in the RDCK currently dispose of used cooking oil and how they could use support in making cooking disposal safe and more accessible, Staff used the Bang the Table engagement platform to conduct a survey of industrial, commercial, and institutional (ICI) used cooking oil producers. As there is currently limited information on available disposal options for used cooking oil in the RDCK and the purpose of this survey was not to penalize those who might be disposing of it improperly, the survey was conducted anonymously. The survey helped to:

- Gauge ICI sector interest in learning more about used cooking oil disposal options
- Identify what disposal options are currently available
- Identify challenges and barriers to using these services

A total of 92 food businesses from all around the RDCK were contacted. Of these, 50 visited the survey webpage and 25 participated in the survey. Survey responses were received primarily from restaurant, café, or food truck businesses in Castlegar, Nelson, Salmo, Balfour, and Kaslo. Responses were also received from two institutional (school, hospital, seniors' home, etc.) and one hospitality sector business. Of the 25 survey respondents, 21 said they produce 10 litres (L) to 210 L of used cooking oil per week (up to one 55 gallon drum), two produced less than 10 L per week, one produced more than 210 L per week, and one did not provide an estimated volume.

The survey identified that two companies currently provide used cooking oil collection services in the RDCK, Macleod's By-Products Ltd. from Armstrong, BC and Leduc Biodiesel Energy from Creston. Additionally, the survey identified two individuals from the Nelson area who collect the used the cooking oil for use in an oil burning furnace and a biodiesel vehicle.

Only 60% of the 25 survey participants said that they currently use a cooking oil disposal service, which indicated that there may be a significant volume of used cooking oil being disposed of improperly. Of those who don't currently use a collection service, 58% said they would be interested in using one if a reliable service existed, indicating that either the existing services are not known to these businesses or the service provided does not meet their needs, but an interest in safe disposal options exists.

Survey respondents stated that the following challenges and barriers exist to disposing of used cooking oil:

- Interior space constraints for storing
- Exterior space constraints for storing
- Availability of service
- Reliability of service

Staff also reached out to several other regional districts and municipalities who accept used cooking oil at their facilities. These used cooking oil programs were primarily geared towards residential cooking oil, accepting cooking oil in sealed containers up to a maximum of 10L per customer, per day. Four of the five jurisdictions contacted work with local used cooking oil upcycling partners who provide the disposal bin and collection service at no cost; one jurisdiction pays their collection partner a small fee for the service. Two of the programs receive a small incentive of \$0.01-\$0.02 per litre for the cooking oil collected at their facilities. All of the programs accept the used cooking oil at their facilities with no tipping fee.

Used cooking oil can be a valuable resource as it can be upcycled into several products that are renewable, non-toxic alternatives to fossil fuel products. In 2023, Leduc Biodiesel Energy (Leduc) reached out to the RDCK to offer a free used cooking oil collection bin and service at the Creston landfill. Leduc is an RDCK-based business who collects used cooking oil from businesses around the Kootenays and upcycles it into biodiesel, concrete form oils, and asphalt release agents. According to Leduc, they already service most ICI used cooking oil producers in Creston. The primary goal of the proposed program at the Creston landfill would be to provide local residents with a safe and accessible used cooking oil disposal option, as they currently have none, while helping to capture smaller volumes of upcyclable product that would otherwise go to waste and potentially end up in the landfill, wastewater treatment system, or elsewhere in the environment.

Staff confirmed that there is an accessible space at the Creston landfill transfer area for a used cooking oil disposal bin and that Waste Spotters have the capacity to oversee this disposal without incurring additional cost or time. Leduc would evaluate servicing frequency based upon communication with RDCK Staff at the Creston landfill and would service with a pump truck when the bin is full. Used cooking oil would only be accepted if brought to site at ambient temperature, in sealed containers up to a maximum of 10 L in size. The bin would be kept locked at all times to prevent contamination and animal scavenging. Waste Spotters would unlock the bin for the public to dispose oil into upon visual inspection of the product to confirm that it is cooking oil.

The initiation date of the pilot project would depend upon availability of a suitable bin from Leduc. Evaluation of the pilot project would occur one year from the initiation date, at which point Leduc would provide a report of the total volume of cooking oil collected and the environmental impact of this upcycling effort. If the program

recovers at least one bin of used cooking oil in this time and does not incur any cost to the RDCK, Staff would propose expanding the program to other RDCK facilities as more collection bins become available.

One of the goals of the RDCK’s 2021 Resource Recovery Plan is to support local circular economy projects as an action in pursuit of achieving zero waste. The upcycling of used cooking oil into biofuel and other products is an initiative that could provide a safe disposal option for used cooking oil producers, while promoting a circular economy, resulting in local environmental and economic benefits. Staff are seeking direction from the Board to implement a one-year used cooking oil upcycling pilot project in partnership with Leduc Biodiesel Energy at the Creston landfill.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Leduc would supply and deliver a steel, lockable, bear-proof collection bin to the Creston landfill, as well as collect used oil from the bin, at no cost to the RDCK.

Staff confirmed with the Creston landfill operator that there is a level, accessible location for the collection bin to be placed at the waste transfer area at the landfill that will not require any site development works and therefore not incur any cost. It is not anticipated that any additional staffing or staff hours should be required for the management of this material and therefore would be no ongoing operational cost.

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

The Resource Recovery Facilities Regulatory Bylaw No. 2905 (the Bylaw) prohibits the disposal of free liquid from all RDCK facilities (Schedule D) and explicitly prohibits the disposal of cooking oil at RDCK organic waste processing facilities (Schedule I). Free liquid is defined as any portion of material that passes through and drops from a paint filter using the USEPA Method 9095A Paint Filter Liquids Test within a 5 minute test period. Staff could not find any information on whether cooking oil passes this test, so the current Bylaw wording leaves the prohibition of cooking oil and used cooking oil open to interpretation. If the pilot program were to proceed and be successful, Schedule D of the Bylaw should be updated to explicitly prohibit cooking oil and used cooking oil disposal at all RDCK facilities.

As there is no proposed fee associated with the disposal of cooking oil for the pilot project, no changes would need to be made to the fee schedule in the Bylaw at this point in time.

3.3 Environmental Considerations

While cooking oil is an organic waste product and is considered biodegradable, improper disposal can cause significant environmental problems and incur additional costs to treatment facilities:

- If disposed in landfills it can negatively impact landfill operations and lead to the increased formation of landfill leachate.
- If disposed in organics facilities it interferes with the decomposition of other organic materials, inhibiting quality compost production.
- If disposed down the drain it can cause blockages, bad odours, and overload water treatment plants resulting in pollution to local streams and rivers where it can be extremely harmful to birds, plants, and aquatic life.

- If disposed outdoors it pollutes soils and waterways, and is an attractant to bears, raccoons, rodents, and other animals.

While Leduc already collects used cooking oil from ICI producers in the Creston area, the pilot program would provide the only safe disposal option for residential cooking oil in the area. Not only would this program help to limit the harmful disposal of used cooking oils in landfills, wastewater treatment facilities, and other dumping location, but it upcycles the oil into a renewable alternative to fossil fuel products.

While cooking oil is not considered a hazardous waste product, a spill response plan would be established to prevent the area around the collection bin from attracting animals or any risk to the environment in case of a spill.

3.4 Social Considerations:

None at this time.

3.5 Economic Considerations:

The pilot project would support a circular economy initiative being driven by a local business.

3.6 Communication Considerations:

Communication of the used cooking oil pilot project would be communicated at the Creston Landfill site, and on the RDCK website and social media channels. Town of Creston Staff stated that they would also communicate the pilot project to their residents.

3.7 Staffing/Departmental Workplace Considerations:

The Resource Recovery Projects Advisor would oversee the pilot project setup and oversight. The East Field Supervisor would oversee training of the Waste Spotters who would be responsible for supervising used cooking oil disposal at the site. It is not anticipated that any additional staffing or staff hours should be required for the management of this material.

3.8 Board Strategic Plan/Priorities Considerations:

This project aligns with the RDCK strategic priority to innovate to reduce the impact of waste, specifically the objectives to investigate opportunities for value added material transformation in recycled goods and to continue to invest in sustainable, cost-effective diversion programs for our residents.

SECTION 4: OPTIONS & PROS / CONS

OPTION 1: That the Board authorize Staff to enter into a Service Agreement with Leduc Biodiesel Energy to establish a one-year cooking oil and used cooking oil upcycling pilot project at the Creston landfill.

PROS:

- Would provide a safe disposal option for used cooking oil in the East Sub-region that could reduce prohibited disposals that cause damage to the environment and equipment in the landfill and wastewater treatment plant.
- Aligns with commitments in the 2021 Resource Recovery Plan to pursue zero waste and support circular economy initiatives.

CONS:

- Would require some Staff time to setup, as well as minimal Staff time to supervise.

OPTION 2: That the Board do not authorize Staff to establish a cooking oil and used cooking oil pilot project at the Creston Landfill.

PROS:

- Would not require any additional Staff time.

CONS:

- Leaves residents with no safe disposal option for used cooking oil, making it likely that prohibited disposals will continue to occur and potentially cause damage to the environment and to equipment in the landfill and wastewater treatment plant.
- Does not align with commitments in the 2021 Resource Recovery Plan to pursue zero waste and support circular economy initiatives.

SECTION 5: RECOMMENDATIONS

That the Board authorize Staff to enter into a Service Agreement with Leduc Biodiesel Energy to establish a one-year cooking oil and used cooking oil upcycling pilot project at the Creston landfill.

Respectfully submitted,
Heidi Bench – Resource Recovery Projects Advisor

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Corporate Administrative Officer – Stuart Horn

ATTACHMENTS: None

DESIGN BRIEF

DATE: February 23, 2024
TO: RDCK, Attention: Jeannine Bradley
FROM: Peter Ward, P.Eng.
FILE: 23-118
SUBJECT: Grohman Transfer Station Expansion Concept Design

1.0 INTRODUCTION

Ward Engineering submitted a proposal to the RDCK on December 14, 2023 to prepare a conceptual design and cost estimate for the expansion of the existing Grohman Transfer Station.

Ward Engineering were the design engineers and construction managers for the original project in 2013 and therefore are familiar with the site.

2.0 BACKGROUND

A drone survey using Lidar scanning was completed by Harrier Surveys and Ward Engineering in the fall of 2023. This data was used to develop a contour map of the property and from the contour map cut and fill quantities were developed. The site is comprised primarily of rock.

3.0 DRAWINGS

Base on the survey work the following drawings (see the appendix) have been developed:

- 23-118-C1
- 23-118-C2
- 23-118-C3
- 23-118 Cross Sections

These drawings show the proposed expansion of the site and the location of:

- a new building for the maintenance of vehicles.
- the expanded area for recycling.
- expanded area for storage of roll off bins.

The design drawings also show a new flat area at the western end of the site (stations 25 to 90) that could be used for future activities.

4.0 MAINTENANCE SHOP

The design shows the building footprint for a new steel building at the east end of the site at station 240. This building is 90 ft long x 50 ft wide and is should be large enough to accommodate 3 of the existing compactor trucks and trailers.

5.0 PERMIT REQUIREMENTS

When the project proceeds to detailed design we anticipate the RDCK will be able to grant a building permit for the new maintenance building.

During blasting activities, the Contractor will be required to obtain approvals for temporary Highway closures and will notify CPR of the proposed activities.

The general public should also be informed of the proposed work.

It is anticipated that the facility will continue operation on reduced hours during the construction work.

6.0 DRAINAGE

The expansion area to the north will be graded at 2% to the north so that surface runoff from the pavement will be disbursed onto the highly permeable rock fill.

7.0 ACID ROCK DRAINAGE

The issue of acid rock drainage was reviewed during the construction of the original site in 2013 and was not found to be a concern. We have discussed this issue with a geotechnical engineer and it is still not considered to be a concern but we could complete detailed testing for this issue should this project proceed to construction.

8.0 ASPHALT PAVING

Drawing 23-118-C2 shows a relatively large proposed area for asphalt paving.

In order to reduce costs some of the paving area west of the proposed maintenance building could be reduced.

9.0 ROCK FILL

The quantity of rock fill has been calculated as 20,000 m³. Using a rock expansion factor of 35% after blasting, we have determined that we would need to remove 15,000 m³ of in place rock to develop 20,000 m³ of fill rock.

We have discussed this work with Copcan construction a large reputable civil contractor and they have advised us that a unit price of \$35/m³ would be an appropriate budget number to use for the blasting, hauling and placing of the rock in the fill areas.

10.0 COSTS

Unit prices for the work have been obtained from Copcan Construction, Selkirk Paving and Platinum Storage.

A summary of the costs is shown in the Appendix see the spreadsheet on schedule of quantities and prices.

Using a 25 % contingency the proposed budget for this site expansion and new maintenance building is \$3.4 million.

11.0 NOTE TO READER

This report has been prepared and the work referred to in this report has been undertaken by Ward Engineering and Land Surveying LTD (WELS) for the exclusive use of the RDCK (the Client), who has been a party to the development of the scope of work and understands its limitations. The methodology, findings, conclusions and recommendation in this report are based solely upon the scope of work and subject to the time and budgetary considerations described in the proposal and/or contract pursuant to which this report was issued. Any use, reliance on, or decision made by a third party based on this report is the sole responsibility of such third party.

WELS accepts no liability or responsibility for any damages that may be suffered or incurred by any third party as a result of the use of, reliance on, or any decisions made based on this report.

The findings, conclusions and recommendation in this report (i) have been developed in a manner consistent with the level of skill normally exercised by professionals currently practicing under similar conditions in the area, and (ii) reflect WELS' best judgement based on information available at the time of preparation of this report. No other warranties, either expressed or implied, are made with respect to the professional services provided to the Client or the findings, conclusions and recommendations contained in this report. The findings and conclusions contained in this report are valid only as of the date of this report and may be based, in part, upon information provided by others. If any of the information is inaccurate, new information is discovered or project parameters change, modifications to this report may necessary.

This report must be read as a whole, as sections taken out of context may be misleading. If discrepancies occur between the preliminary (draft) and final version of this report, it is the final version that takes precedence. Nothing in this report is intended to constitute or provide legal opinion.

The contents of this report are confidential and proprietary. Other than by the Client, copying or distribution of this report or use of or reliance on the information contained herein, in whole or in part, is not permitted without the express written permission of the Client and WELS.

12.0 APPENDIX

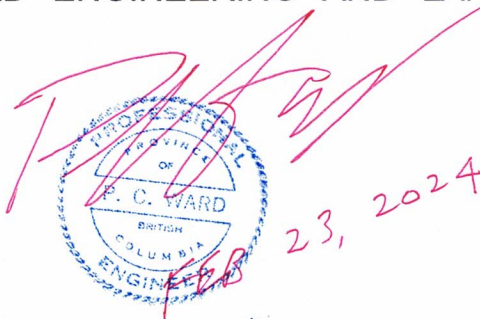
The following are located in the appendix attached to this design brief:

- Drawing 23-118-C1
- Drawing 23-118-C2
- Drawing 23-118-C3
- Drawing 23-118 Cross Sections
- Schedule of Quantities and Prices

Yours truly,

WARD ENGINEERING AND LAND SURVEYING
LTD.

Per:

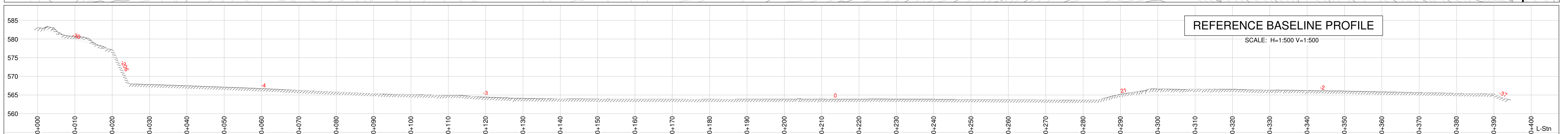
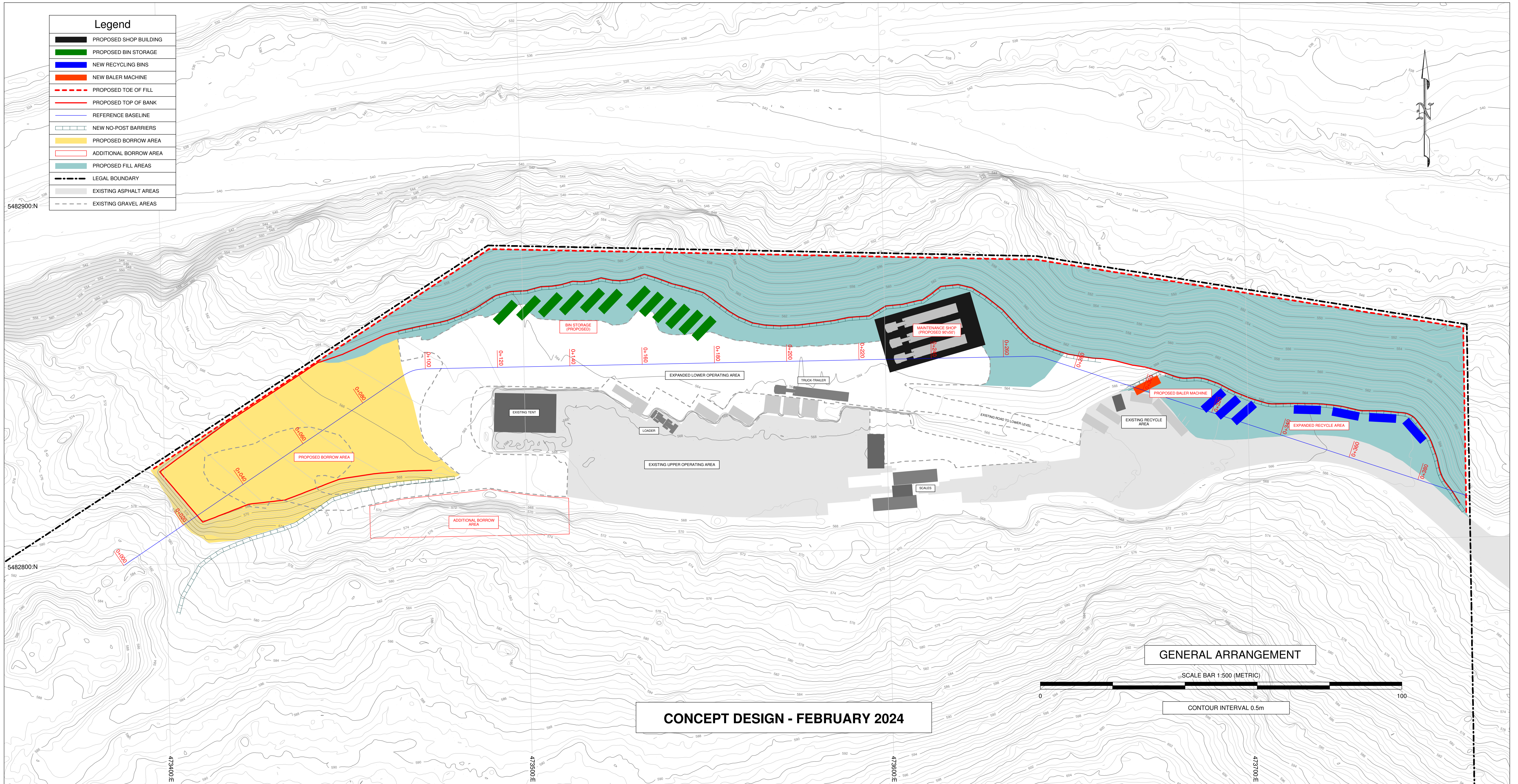


The seal is circular with a blue border. The text inside the seal reads: "PROFESSIONAL ENGINEER OF P. C. WARD BRITISH COLUMBIA ENGINEER". To the right of the seal, the date "23, 2024" is handwritten in red ink.

Peter Ward, P.Eng., B.C.L.S.

APPENDIX

- Drawing 23-118-C1
- Drawing 23-118-C2
- Drawing 23-118-C3
- Drawing 23-118 Cross Sections
- Schedule of Quantities and Prices



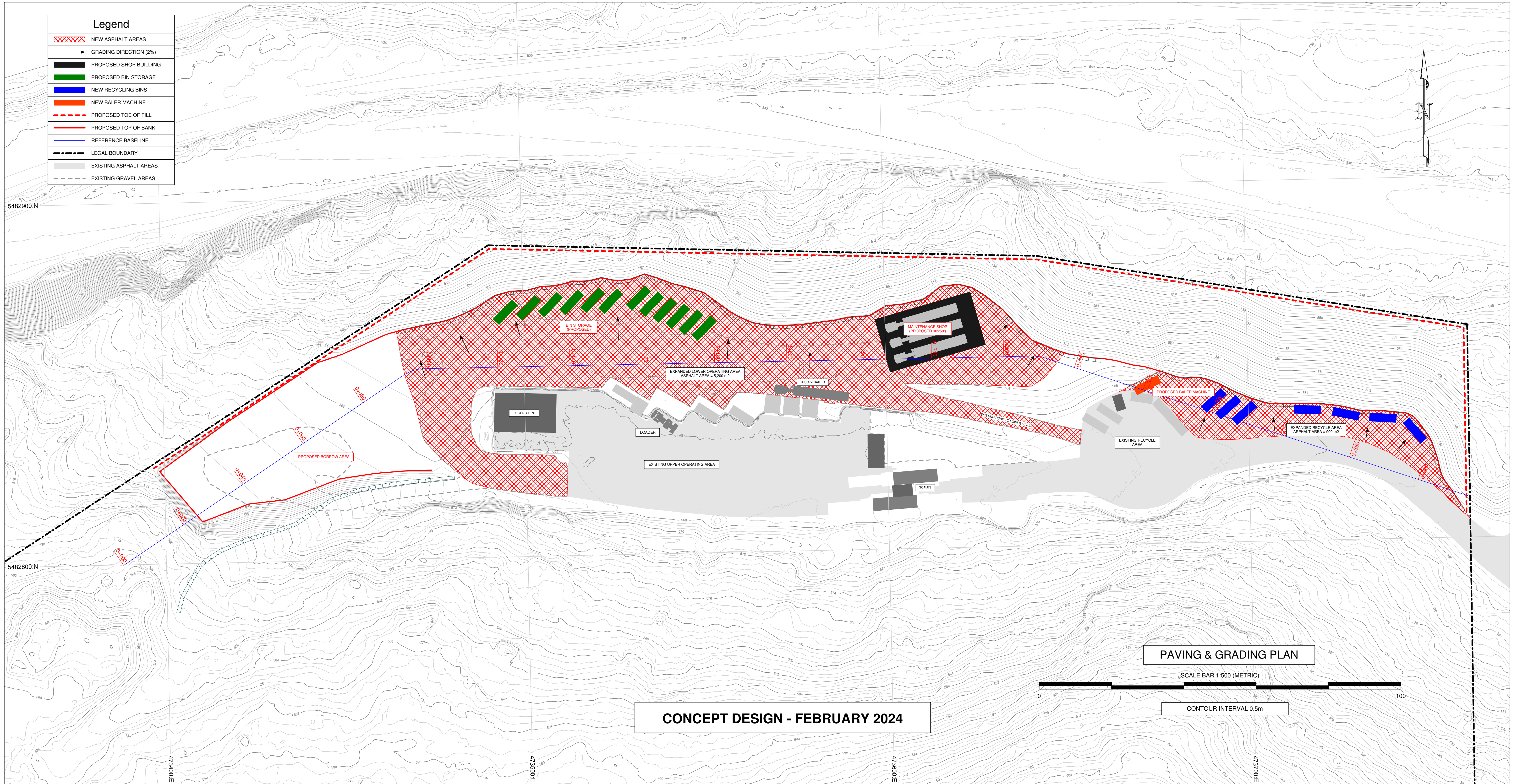
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	SURVEY BY:	Harrier Aerial Surveys				26/11/2023	DESIGN CHECK:	PW	23/02/2024			D
						DRAWING BY:	MD	23/02/2024	C		DRAWING No. 23-118-C1	
						DRAWING CHECK:			B			
						REVIEWED BY:			A	ISSUED FOR REVIEW	MD	23/02/2024
									REVISION	INTL.	DATE	REVISION: A

1014 SEVENTH STREET
NELSON, BC V1L 7G2
TEL 250-364-1960

FILE NAME: G:\Shared drives\Office\Active Projects\WELS-23-01 Nelson Transfer Station Concept Design\Drawings\RDENG\Final_Design.dsnx



Page 1 of 1

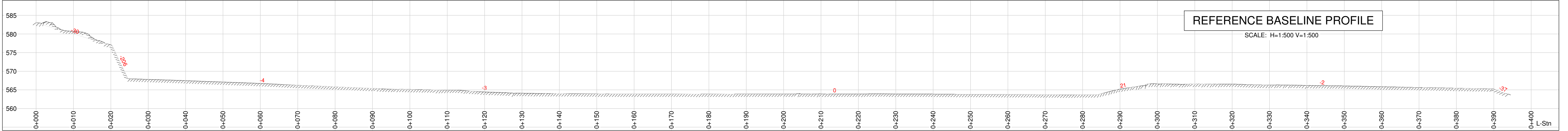


CONCEPT DESIGN - FEBRUARY 2024

PAVING & GRADING PLAN

SCALE BAR 1:500 (METRIC)

CONTOUR INTERVAL 0.5m

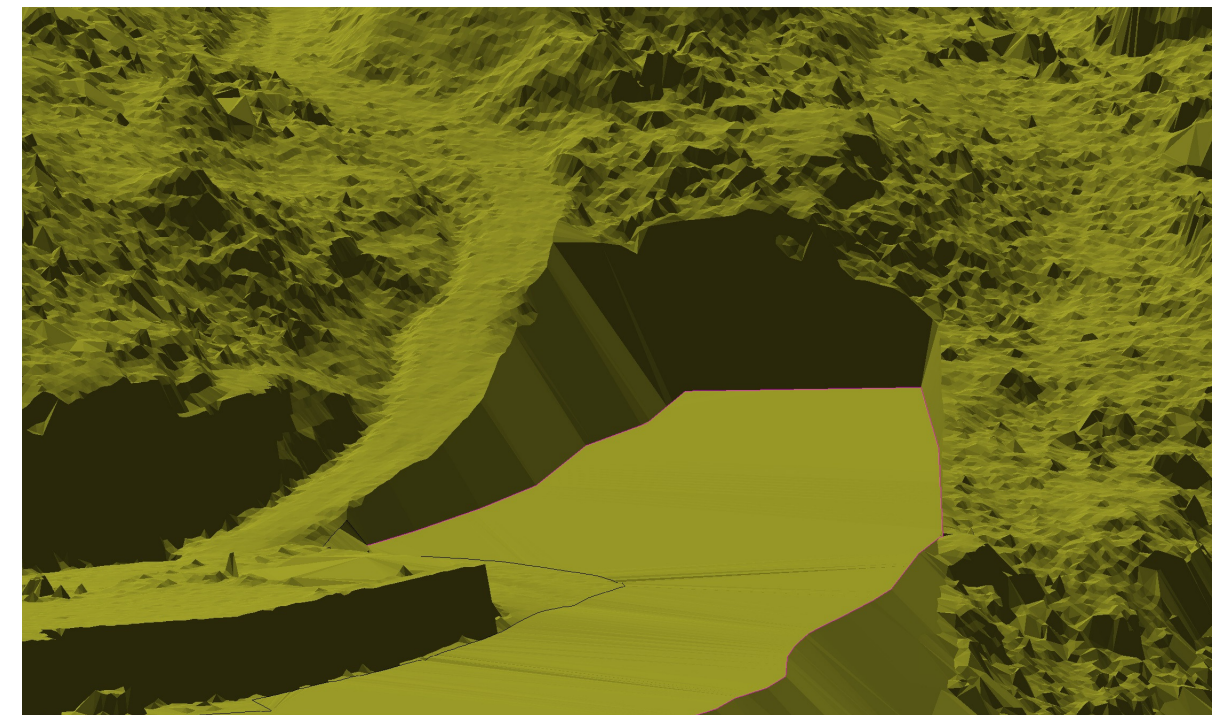
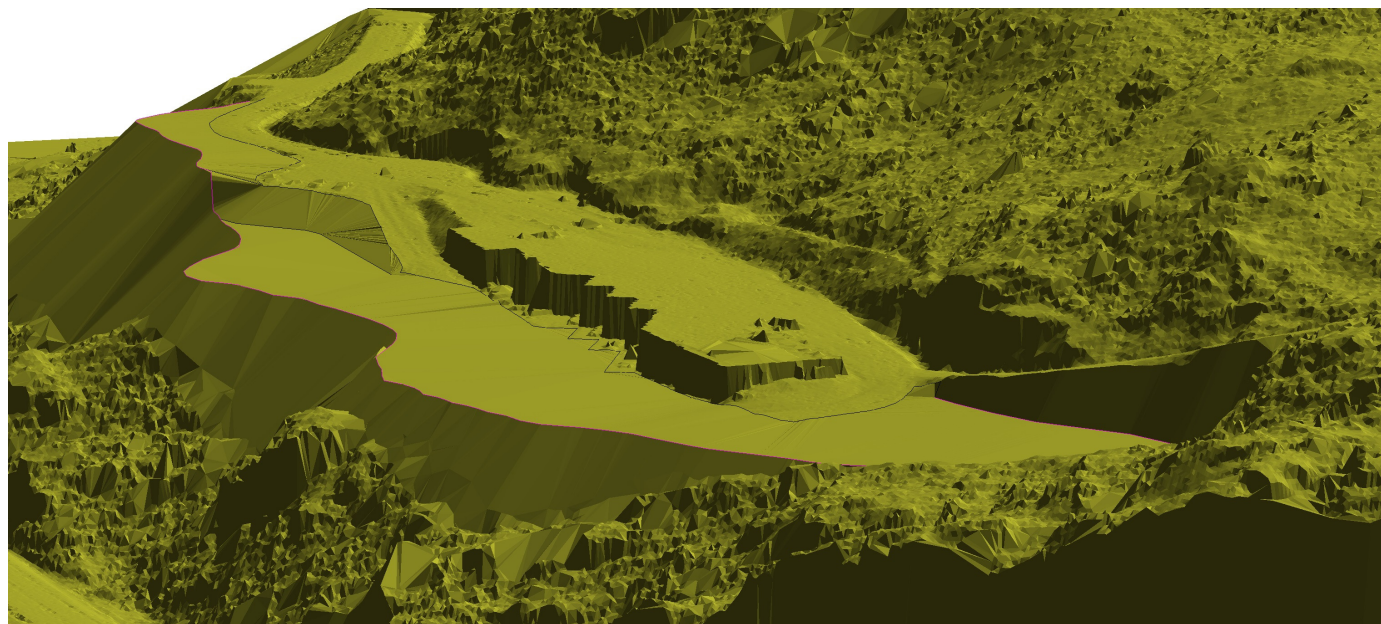
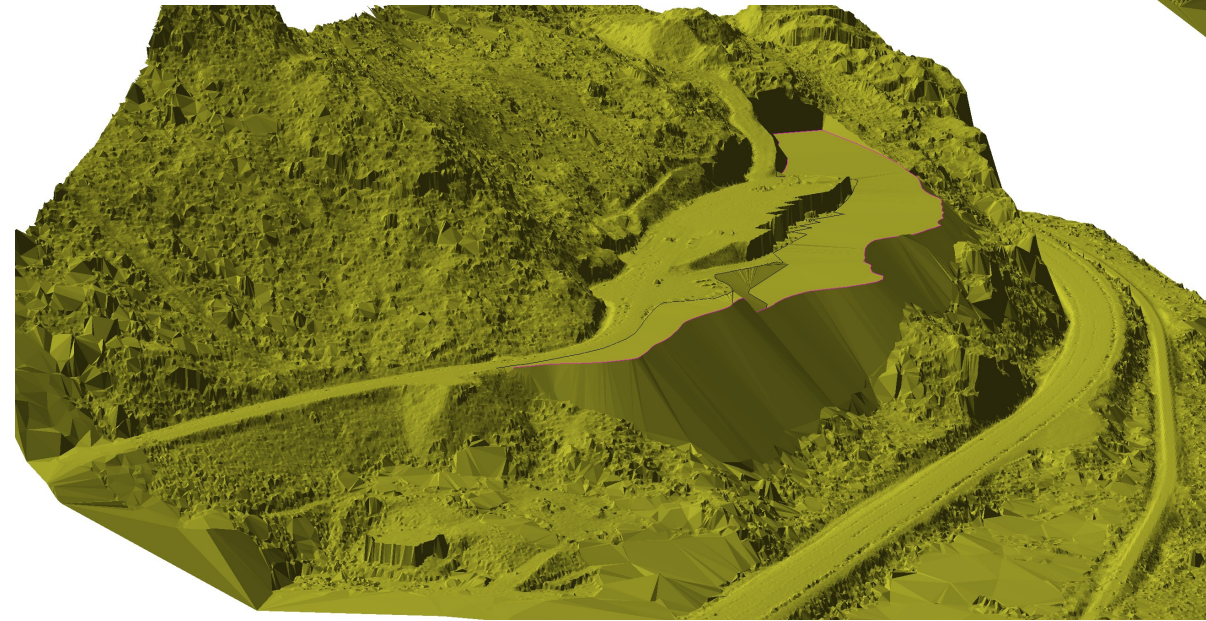
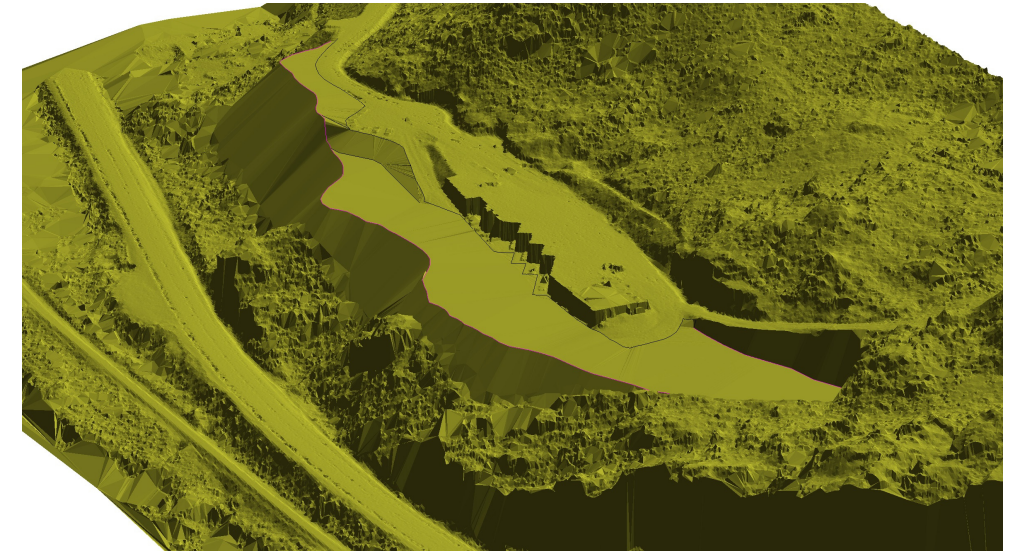
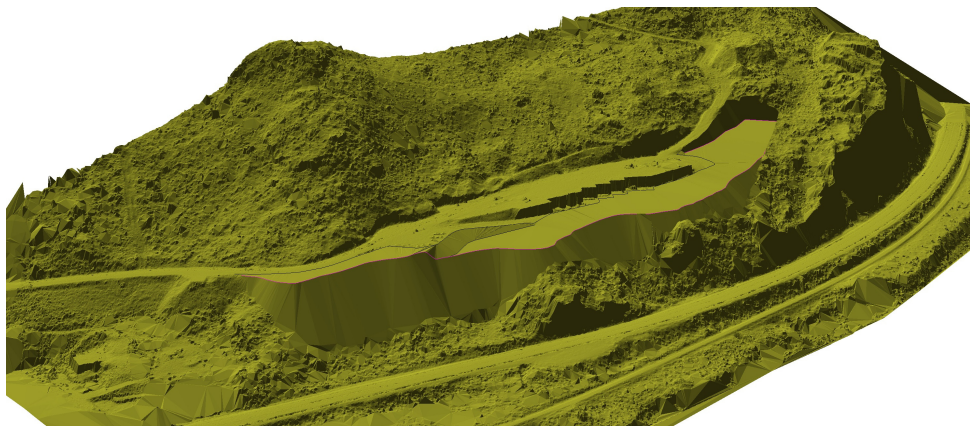


REFERENCE BASELINE PROFILE

SCALE: H=1:500 V=1:500

	SURVEY CLASS: Lidar SURVEY BY: Harrier Aerial Surveys 26/11/2023	RDCK GROHMAN TRANSFER STATION EXPANSION CONCEPT DESIGN PAVING AND GRADING PLAN-PROFILE	REGIONAL DISTRICT OF CENTRAL KOOTENAY		DESIGNER: MD 23/02/2024 DESIGN CHECK: PW 23/02/2024 DRAWING BY: MD 23/02/2024 DRAWING CHECK: REVIEWED BY:	E D C B A ISSUED FOR REVIEW REVISION	Plan Scale 1:500 Profile Vert Scale 1:500 Profile Horiz Scale 1:500	FILE NO: 23-118
	1014 SEVENTH STREET NELSON, BC V1L 7G2 TEL: 250.354.1860				FILE NAME: G:\Shared drives\Office\Active Projects\WELS-23-01 Nelson Transfer Station Concept Design\Drawings\RDENG\Final_Design_Grading_Paving.dsnx	P.ENG.	MD 23/02/2024 PW 23/02/2024 MD 23/02/2024	MD 23/02/2024 INTL. DATE	REVISION: A	Page 1 of 1

RDCK - GROHMAN NARROWS TRANSFER STATION
3D VIEWS (2023 LIDAR SURVEY & NEW FILL SLOPES)
FEB 23 2024



Grohman Narrows Transfer Station Expansion				
Roads and Site Improvements				
<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Subgrade Fill - On-site Materials		*		
Excavation and placement of blasted rock , hauling, temporary on-site storage, placement and compaction as subgrade fill. Maximum particle size of fill to be 700mm along the particle's largest dimension. Fill to be compacted with a minimum of six (6) passes with a roller compactor with a minimum vibratory compaction force of 11,000 kg, or as otherwise directed by the Engineer.	Cubic Metres	15,000	\$ 35.00	\$ 525,000.00
Excavation and placement of on-site gravels , hauling, temporary on-site storage, placement and compaction as subgrade fill. Fill to be compacted with a minimum of six (6) passes with a roller compactor with a minimum vibratory compaction force of 11,000 kg, or as otherwise directed by the Engineer.	Cubic Metres	1,000	\$ 35.00	\$ 35,000.00
Subtotal				\$ 560,000.00
Imported Granular Sub-Base and Base Materials		**		
Imported Select Granular Sub-Base Material - 300mm Depth 75mm minus CBC - compact to 100% SPD - under all entrance road, perimeter road, and all areas inside the perimeter road MMCD Specifications	Sq. Metres	6,000	\$ 55.00	\$ 330,000.00
Imported Well Graded Crushed Granular Base Material - 150mm Depth 25mm minus CBC - 100% SPD MMCD Specifications	Sq. Metres	6,000	\$ 30.00	\$ 180,000.00
Subtotal				\$ 510,000.00
Hot-Mix Asphalt Concrete Paving		**		
Asphalt Pavement - 75mm Thickness	Sq. Metres	6,000	\$ 66.00	\$ 396,000.00
Subtotal				\$ 396,000.00
No Post Barriers		***		
27 in high x 8ft long	Lineal Metres	410	\$ 150.00	\$ 61,500.00
Subtotal				\$ 61,500.00
New Maintenance Building		****		
Concrete Foundation	Sq. Feet	4,500	\$ 45.00	\$ 202,500.00
Foundation Labour	Sq. Feet	4,500	\$ 25.00	\$ 112,500.00
Base steel building	Sq. Feet	4,500	\$ 90.00	\$ 405,000.00
Finishing and Electrical	Sq. Feet	4,500	\$ 50.00	\$ 225,000.00
Subtotal				\$ 945,000.00
Sub Total Construction			\$	2,472,500.00
Engineering and Contract administration 15%			\$	370,875.00
Contingence 25%			\$	618,125.00
TOTAL			\$	3,461,500.00

* unit price from Copcan

** unit prices from Selkirk Paving

*** unit price from Trikon Concrete

**** unit prices from Platinum Storage

Grohman Narrows Transfer Station Expansion - Concept Design Estimate (Edited)

Site Expansion					
Specification Title	Unit	Quantity	Unit Price	Amount	Notes
Subgrade Fill - On-site Materials					
Excavation and placement of blasted rock , hauling, temporary onsite storage, placement and compaction as subgrade fill. Maximum particle size of fill to be 700mm along the particle's largest dimension. Fill to be compacted with a minimum of six (6) passes with a roller compactor with a minimum vibratory compaction force of 11,000 kg, or as otherwise directed by the Engineer.	Cubic Metres	11,250.00	\$ 35.00	\$ 393,750.00	15,000m3 proposed by P. Ward. 25% (3,750m3) reduction assumes removal of bin storage area from scope. Unit price includes blasting and highway traffic management - P. Ward 5 Mar
Excavation and placement of on-site gravels , hauling, temporary onsite storage, placement and compaction as subgrade fill. Fill to be compacted with a minimum of six (6) passes with a roller compactor with a minimum vibratory compaction force of 11,000 kg, or as otherwise directed by the Engineer.	Cubic Metres	1,000.00	\$ 35.00	\$ 35,000.00	
Tree Removal Day Rate 33 Large Fir and understory brush . Technical takedown, yarding on to landing chipping, bucking, LEAVE the wood. Clearing all vegetation north side of the property as per map and development plan	Ea	14	\$ 2,750.00	\$ 38,500.00	Quote received.
Machine Time Grapple Loader/Skidding Winch per day . Skidding winch and loader. Drag big logs to Rd load trailer for disposal. Trucking transportation of equipment to and from site included	Ea	14	\$ 250.00	\$ 3,500.00	Quote received.
Log disposal . Wood Disposal hauling and dump fees \$250/ea. OR Bucking firewood . Cut to customers desired length leaving on site \$150/ea	Ea	33	\$ 250.00	\$ 8,250.00	Quote received.
Traffic management during tree works (permitting by RDCK)	Ea	2	\$ 1,200.00	\$ 2,400.00	Quote received.
Subtotal				\$ 481,400.00	

Imported Granular Sub-Base and Base Materials					Notes
Imported Select Granular Sub-Base Material - 300mm Depth 75mm minus CBC - compact to 100% SPD - under all entrance road, perimeter road, and all areas inside the perimeter road MMCD Specifications	Sq. Metres	6,000.00	\$ 55.00	\$ 330,000.00	
Imported Well Graded Crushed Granular Base Material - 150mm Depth 25mm minus CBC - 100% SPD MMCD Specifications	Sq. Metres	6,000.00	\$ 30.00	\$ 180,000.00	
Subtotal				\$ 510,000.00	

Hot-Mix Asphalt Concrete Paving					Notes
Asphalt Pavement - 75mm Thickness	Sq. Metres	800.00	\$ 66.00	\$ 52,800.00	6000m2 proposed by P. Ward. 5,200m2 reduction / 800m2 total assumes removal of lower operating area from scope.
Subtotal				\$ 52,800.00	

No Post Barriers					Notes
27 in high x 8ft long	Lineal Metres	410.00	\$ 150.00	\$ 61,500.00	
Subtotal				\$ 61,500.00	

Sub Total Construction - Site Expansion	\$ 1,105,700.00			
PM Fees 8%	\$ 88,456.00			
Engineering and Contract administration 15%	\$ 165,855.00			
Contingence 25%	\$ 276,425.00			
Total - Site Expansion	\$ 1,636,436.00			

New Maintenance Building

New Maintenance Building					
Concrete Foundation	Sq. Feet	4,500.00	\$ 45.00	\$ 202,500.00	4500sq.ft assumes space to park 3 vehicles only (no storage, accessory rooms).
Foundation Labour	Sq. Feet	4,500.00	\$ 25.00	\$ 112,500.00	
Base steel building	Sq. Feet	4,500.00	\$ 90.00	\$ 405,000.00	
Finishing and Electrical	Sq. Feet	4,500.00	\$ 50.00	\$ 225,000.00	
Optional: Change to building size	Sq. Feet	0	\$ 210.00	\$ -	Size to be confirmed.
Building Permit	Ea.	1	\$ 10,500.00	\$ 10,500.00	If applied for. Transfer Stations waived from requirements.
Service upgrade if required (septic, water, power)	Ea.	1	\$ 120,000.00	\$ 120,000.00	Estimate provided by P Ward 5 Mar
Services to new building, bailer	Ea.	1	\$ 100,000.00	\$ 100,000.00	Estimate provided by P Ward 5 Mar
Subtotal				\$ 1,175,500.00	

Sub Total Construction - Building	\$ 1,175,500.00			
PM Fees 8%	\$ 94,040.00			
Engineering and Contract administration 15%	\$ 176,325.00			
Contingence 25%	\$ 293,875.00			
Total - Building	\$ 1,739,740.00			

Combined

Sub Total Construction - Site Expansion and Building	\$ 2,281,200.00			
PM Fees 8%	\$ 182,496.00			
Engineering and Contract administration 15%	\$ 342,180.00			
Contingence 25%	\$ 570,300.00			
Total - Site Expansion Plus Building	\$ 3,376,176.00			

Notes:

Blue rows indicated line added in addition to Peter Ward estimate.

Orange cells indicate change from Peter Ward estimate

Exclusions:

Specialty mechanical equipment (hoist, exhaust system)

Unidentified site upgrades : new commercial lane, lighting, EV Chargers etc.

Permitting other than identified, incl. acid rock investigation and reporting (Peter Ward deemed not required)

Public communications

Traffic management within transfer station operational area

Preventing Waste in British Columbia: Non-Residential Packaging & Paper Products

Discussion Paper



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The challenge of waste in British Columbia	6
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The opportunity to prevent non-residential packaging waste	11
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Extended producer responsibility programs.....	23
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Purpose of discussion paper

British Columbia has been taking actions to prevent plastic waste, as outlined in the [CleanBC Plastics Action Plan](#). This includes actions under the [2021-2026 Extended Producer Responsibility 5-year Action Plan](#) and the commitment to identify a policy approach for non-residential packaging and paper products in 2025.

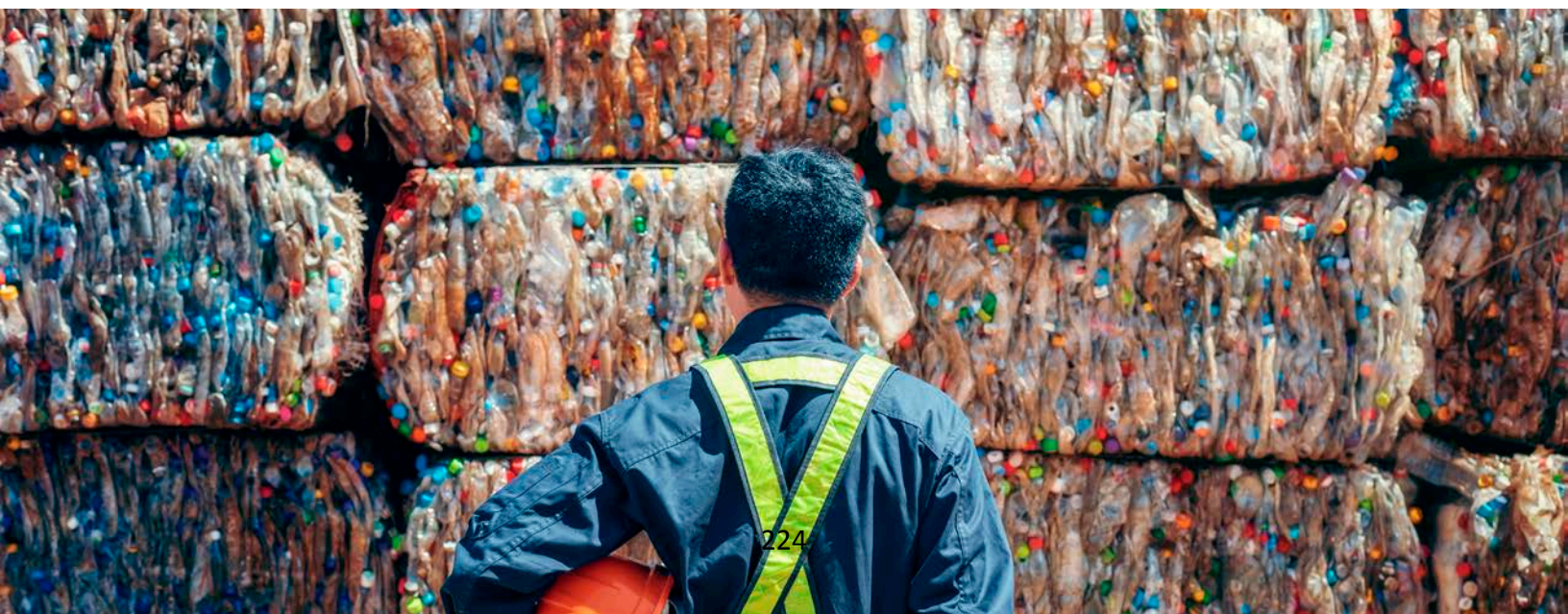
Working towards identifying policy approaches for non-residential packaging, the ministry is seeking your input on a series of desired outcomes and potential policy approaches. Given the complexity of non-residential packaging waste, it is anticipated that a combination of actions and a phased approach will be required.

This discussion paper provides background on solid waste in British Columbia, including what it is made of and where it is collected, focusing on the non-residential sector, also referred to as the industrial, commercial, and institutional (ICI) sector. This paper discusses the challenges of managing municipal solid waste in B.C. as well as identifying opportunities to prevent waste from non-residential packaging. It is designed to promote discussion and aims to gain insight from interested parties to help inform effective and efficient solutions.

The Ministry of Environment and Climate Change Strategy (the ministry) invites you to contribute your knowledge and ideas to inform the development of policy approaches that will improve the prevention and recycling of non-residential (ICI) packaging waste in communities across B.C.

We want to hear your thoughts on:

- Questions posed in the discussion sections;
- Issues or concerns you think we should be aware of;
- Ideas or solutions for non-residential packaging you or your organization wishes to share;
- Where efforts should be prioritized; and
- Anything you wish to share on the topic of how to improve the Province's approach to non-residential packaging and paper products.



Why focus on non-residential packaging?

In British Columbia we dispose of over 2.5 million tonnes of solid waste from our homes and businesses in landfills or through incineration each year. This is over 500 kg of waste disposed per person. An estimated one-third of this waste is packaging and packaging-like materials that can be prevented through waste reduction and reuse initiatives or diverted through recycling programs. While over 99% of British Columbians have access to recycling at home through curbside blue boxes, multi-family building recycling programs or depot services, recycling and waste prevention outside of the home at locations such as offices, retail stores, restaurants, warehouses, manufacturing facilities, institutions and schools is not as consistent.

Under the [CleanBC Plastics Action Plan](#), British Columbia has taken actions to prevent plastic waste, including reducing the use of hard-to-recycle plastics, and expanding B.C.'s reuse services and recycling programs. However, more actions are needed to prevent packaging waste from polluting our environment, filling up our landfills and contributing to litter and greenhouse gas emissions. Action is needed to ensure that there are options to reuse and recycle materials outside the home in communities across the province.





Key Definitions

Industrial, Commercial, and Institutional (ICI) Waste | waste generated by all non-residential sources, and that is excluded from the residential waste stream, namely institutional waste, which is generated by institutional facilities such as schools, hospitals, government facilities, assisted living/long-term care homes, or universities; commercial waste, which is generated by commercial operations such as shopping centers, offices, businesses, and hotels; and (light) industrial waste, which is generated by manufacturing and primary and secondary industries, and is managed off-site from the manufacturing operation.

Non-residential packaging and paper products | Packaging and paper generated and/or disposed by the ICI sector, including construction businesses.

Packaging and paper products (PPP): Packaging (*Environmental Management Act (EMA) definition*) | a material, substance or object that is used to protect, contain, or transport a product, or attached to a commodity or product or its container for the purpose of marketing or communicating information about the product. Includes packaging-like products such as food containers, wraps, bags, boxes, and items supplied to consumers for the purpose of protecting, containing or transporting products.

Paper Products | paper that is not packaging but is printed with text or graphics as a medium for communicating information. Does not include paper products that, due to their anticipated use, could become unsanitary or unsafe to recycle, or bound reference, literary or textbooks.

Municipal solid waste (MSW) (*EMA definition*) | Refuse that originates from residential, commercial, institutional, demolition, land clearing and construction sites.

Disposal | the introduction of waste into the environment through any discharge. For clarity, disposal includes both landfilling and incineration of waste.

The challenge of waste in British Columbia

In B.C. over half of the municipal solid waste disposed is made up of highly recyclable or compostable material including plastics, paper, metal, glass, and compostable organics (Figure 1). Other types of waste such as building materials, wood, textiles, and other materials comprise the remaining portions. Municipal solid waste comes from many sources including homes, businesses, schools, shopping malls and work sites, and through construction and demolition activities. These waste sources are often grouped into three main categories: residential; non-residential, also referred to as industrial, commercial, and institutional (ICI); and construction, renovation, and demolition.

Municipal solid waste, including packaging and plastic, poses a challenge in B.C. as it fills up our landfills, contributes to litter and pollution and is increasingly more expensive to manage. Waste management, including disposal, has significant economic costs that are paid for by local governments, First Nations, businesses, and taxpayers to ensure waste is managed appropriately. While waste is comprised of many types of materials, an estimated one-third of B.C.'s waste is made up of plastics, paper, and other packaging-like materials, much of which could be prevented through reuse or recycling.

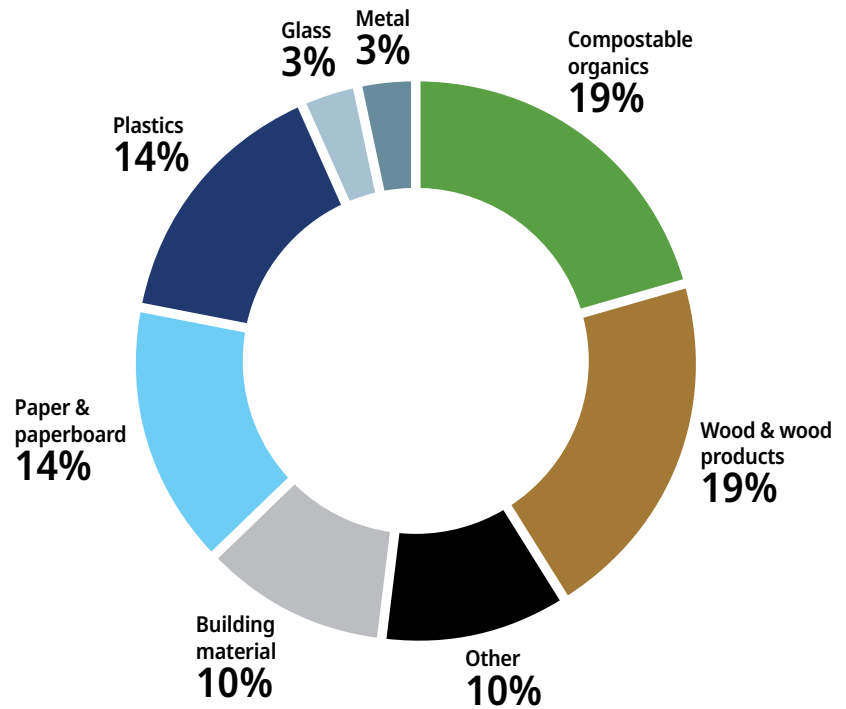


Figure 1. Waste by type – Over 50% of our waste disposed is from recyclable or compostable materials: organics (e.g., food scraps), plastics, paper, metal, and glass).



Waste prevention efforts in B.C. are increasingly important as the largest landfills in the province, which accept more than half of B.C.'s waste each year, have an average remaining lifespan of only fifteen years before further expansion is necessary. The costs of landfilling and treating waste may increase significantly unless the amount of waste created in the province is reduced. Landfills also contribute to pollution and climate change - emissions from B.C. landfills are estimated to be 2 million tonnes of CO₂e each year; the same as adding 435,000 cars to our roads. Limited landfill capacity, the increase in waste and the resulting increase in economic and environmental costs show the need for new actions to reduce and prevent waste.

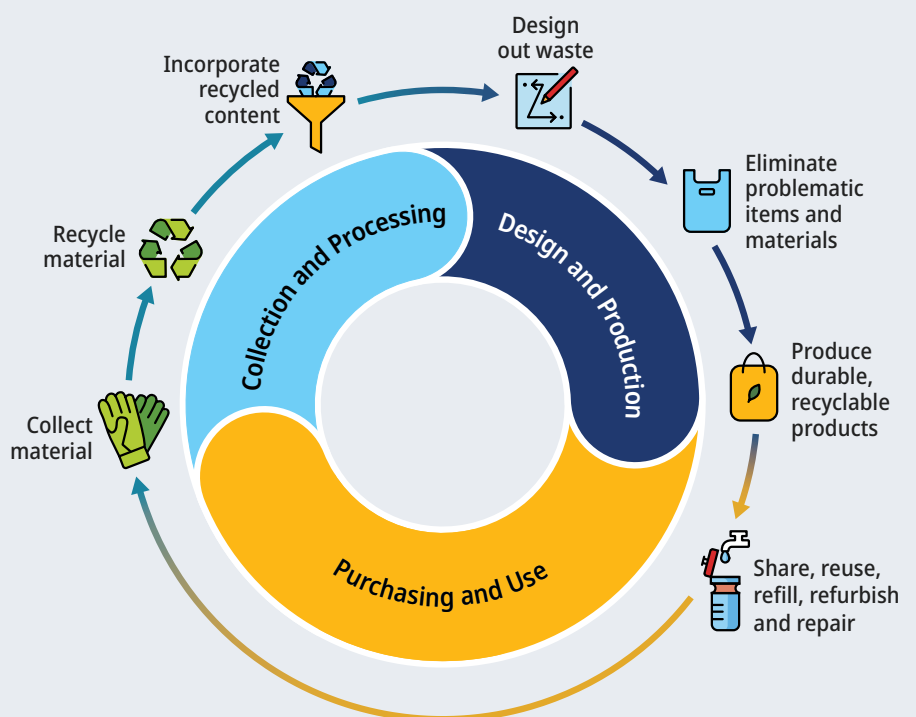
Currently, there are a variety of regulations and requirements in B.C. for residential and non-residential waste. First Nations, local governments and the provincial government all have important roles to ensure municipal solid waste is managed safely with waste prevention and recycling programs prioritized. To reduce waste in B.C., it is necessary to ensure that communities throughout the province have access to affordable waste prevention and recycling options, stopping waste before it starts and ensuring the value of the materials and goods we produce, and use, are brought back into the economy and kept out of the landfill (see inset on Circular Economy).

What is a Circular Economy?

A circular economy aims to eliminate waste, pollution, and carbon emissions by using materials for as long as possible. Through circular design, products can easily be repaired, reused, or recycled. A circular economy shifts from the linear “take, make, waste” system where natural resources are used to make items that are disposed of when no longer needed. A circular economy approach designs out waste from the process, keeping products and materials in use for as long as possible through strategies such as sharing, leasing, reusing, repairing, refurbishing, and recycling existing materials and products back into manufacturing processes.

A circular economy offers environmental benefits by reducing our reliance on a constant flow of new raw materials and reducing litter and the volume of material going to landfill in both urban and remote communities. Reducing our consumption and generation of waste is crucial to achieving these goals, ensuring materials are not lost and are instead valued as a material that is important to our economy.

As an economic driver for business, innovation, and materials management, adopting circular thinking can enable economic results while reducing the impacts on our climate and environment. Plastics and packaging are one example of material being moved into a circular economy in B.C., eliminating “waste” and instead using plastics as a valuable resource providing environmental, social, and economic benefits.



CleanBC Plastics Action Fund recipient Vitatek Solutions is reducing non-residential plastic packaging by providing refills for commercial cleaning supplies.



Where we are now

British Columbia is already taking steps to prevent waste, including plastics, through regulations, funding programs, local government actions and business-led initiatives.

As part of the CleanBC Plastics Action Plan, the provincial Single-use and Plastic Waste Prevention Regulation (SUPWPR) was recently enacted to prevent plastic and packaging waste. The SUPWPR provides a framework to phase out certain hard-to-recycle single-use and plastic packaging and items, such as plastic cutlery and shopping bags, many of which are from non-residential sources. This regulation reduces the impacts of hard-to-recycle plastics and single-use items, and supports British Columbians to switch towards reusable, recyclable and compostable items.

B.C.'s Regulatory Framework for Waste Management

The **Environmental Management Act** governs the management of waste in British Columbia. The act provides the authority for managing waste, while protecting our health and the environment. Specifically, the act enables the regulation and management of packaging, product containers, single-use products or any other materials or substances from all sources including the ICI sector.

Through **Solid Waste Management Planning** regional districts are required to develop solid waste management plans (SWMPs) with strategies to manage waste within their district including waste prevention programs, recycling, composting, and disposal following the pollution prevention hierarchy. SWMPs include waste diversion goals and local targets.

The **Single-use and Plastic Waste Prevention Regulation (SUPWPR)** bans single-use plastic shopping bags and takeout containers made from problematic plastics and restricts other single-use items to be available only by-request.

The **Recycling Regulation** is the basis of the provincial Extended Producer Responsibility (EPR) programs for a wide range of products, including packaging and containers.

The **Spheres of Concurrent Jurisdiction Regulation – Environment and Wildlife Regulation under the Community Charter** provides provincial consistency for municipalities to address the issue of waste, including single-use and plastic items, in their communities, enabling municipalities to create waste reduction bylaws relevant to their unique circumstances.

Another regulatory tool under the *Environmental Management Act* (EMA), the Recycling Regulation, Extended Producer Responsibility (EPR) systems require producers, such as manufacturers, distributors, and retailers to take responsibility for the life cycle of the products they sell, including collection, such as curbside collection or collection depots; and recycling the packaging and products collected.

B.C. has a wide range of packaging and products covered by EPR programs, resulting in a robust and resilient recycling economy. This includes EPR for plastics and packaging collected from the residential sector in curbside blue boxes, multi-family building recycling programs or depot services. In B.C., we have a North American leading EPR program for residential packaging and paper products collected from our homes, where over 95% of plastics collected for recycling through the residential program are processed locally in the province. Other EPR programs in B.C. already accept items from non-residential sources, such as deposit-return beverage containers, and moderate risk waste packaging such as oil or paint containers.

In addition to regulatory requirements, the province has created funding opportunities through the [CleanBC Plastics Action Fund](#) and the [Clean Coast Clean Waters Initiative](#) (inset). These funding programs support projects that prevent plastics and waste from polluting our environment or entering our landfills. To further reduce materials going to landfill, B.C. is also funding composting facilities and programs to increase the diversion of organic material and support its use as compost.

Provincial Funding Programs to Reduce Waste and Pollution

Plastics | Through the CleanBC Plastics Action Fund, B.C. has supported over 30 projects led by businesses and First Nations to reduce plastic waste, implementing reuse solutions as well as using recycled plastics to produce new products or materials.

Ocean Plastics | The Clean Coast Clean Waters Initiative has removed 1,500 tonnes of material from B.C.'s coastlines, ensuring that most of the collected materials are recycled or reused again.

Organics | B.C. is working to increase diversion of organic material, by supporting organics collection and processing infrastructure in B.C. communities. To date, 45 new organics projects have been funded through the Organics Infrastructure Program (OIP) and Organics Infrastructure and Collection Program (OICP) across the province.



With funding from the CleanBC Plastics Action Fund the Eco Refillery was able prevent plastic waste by increasing refill stations for cleaning supplies.



At the local level, regional districts develop solid waste management plans (SWMP) that are submitted to the ministry for approval, with strategies for preventing and managing municipal solid waste, including recyclable materials, within their region. Within the solid waste management plans, regional districts set targets to decrease the amount of solid waste disposed and identify programs that will be implemented to reduce and manage waste within their jurisdictions, including local collection facilities, landfill or disposal bans, data collection requirements, bylaws, and regulations to increase reuse and waste prevention.

Some municipal governments have also used local bylaws to prevent waste, enabled by the Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation under

the *Community Charter*. These local bylaws have included actions such as bans on the sale of certain hard-to-recycle materials or products, for example plastic bags and foam take-out containers.

There are also examples of B.C. businesses and institutions taking steps to prevent plastic and packaging waste. This includes actions of businesses to meet environmental, social and governance (ESG) goals to prevent waste and reduce the environmental and social impacts on communities. Actions include material sorting to keep recyclables from entering landfills, promoting plastic and packaging recycling by setting reduction targets, reporting on plastic and waste generation, or preventing packaging by switching to reusable food service ware.

The opportunity to prevent non-residential packaging waste

In B.C., a third of our waste being disposed is comprised of recyclable materials such as plastic, paper, and other packaging-like materials with up to half of packaging and paper in the non-residential sector being sent to landfills. Non-residential packaging, including plastics and paper, provides an opportunity to increase reuse and recycling as many of the products and materials are similar or identical to residential packaging.

As a result of B.C.'s residential EPR program for packaging and paper products (PPP), which came into effect in 2014, B.C. has an established network of recyclers and processors enabling the majority of collected packaging to be processed within the Pacific Northwest. This robust system provides a significant opportunity to build upon existing reuse and recycling infrastructure to create consistency and prevent both residential and non-residential packaging, plastics, and paper from entering our landfills.

The Pollution Prevention Hierarchy

The 5 R pollution prevention hierarchy is a useful planning tool for moving towards zero waste. Once all achievable opportunities at a higher level have been taken, only then should the next level be looked at. For example, opportunities for recycling should be explored only after all opportunities for reduction and reuse of materials have been exhausted.

The pollution prevention hierarchy supports a circular economy approach which can create jobs, promote innovation, and help to protect people and the environment.



As businesses and governments work to reduce waste and plastic pollution, there is increasing demand for recycled content to be used in new products, including recycled plastics, metal, glass, paper, and cardboard. With increased government and corporate recognition of recycled materials, and commitments to increase recycled content, the non-residential sector provides an opportunity to improve the prevention and recycling of plastics, paper, and other packaging materials.

Reducing, reusing, and recycling waste, following the pollution prevention hierarchy (inset on previous page), can provide many benefits to British Columbia’s economy and communities. Reuse and recycling systems can reduce pollution, including greenhouse gas emissions, as well as create jobs, up to five times more than sending materials to landfills. In addition, a provincial waste management approach can provide transparency and accountability by establishing targets and reporting requirements. This in turn can increase British Columbians’ confidence in waste management systems that keep materials out of the landfill and environment and within B.C.’s circular economy.

A closer look at non-residential packaging

The non-residential (ICI) sector is comprised of diverse sources of waste, including light industrial sources such as agriculture, manufacturing and jobsites, businesses such as retail stores, tourism, and restaurants, as well institutions including hospitals, schools, and universities (Figure 2).

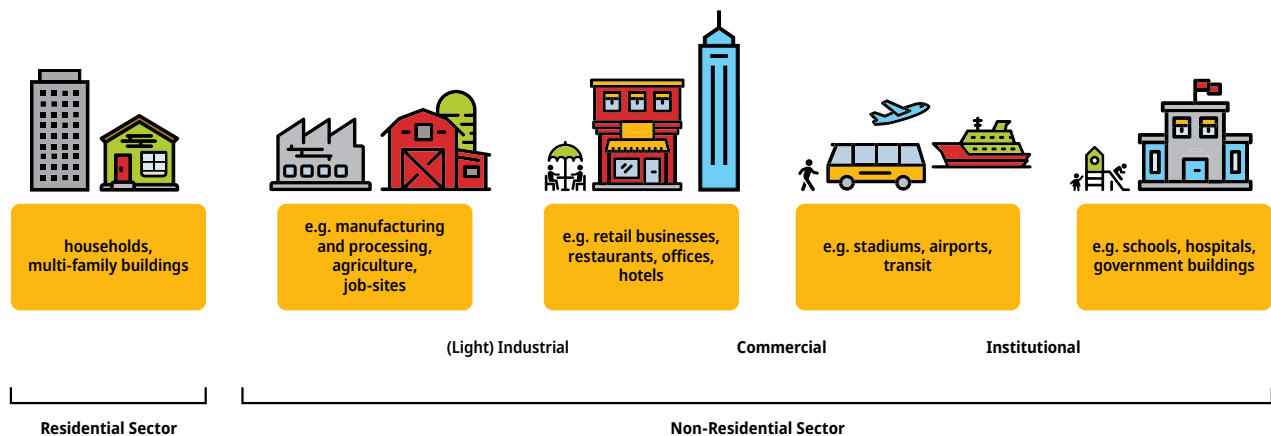


Figure 2. Residential and Non-residential (ICI) sources at a glance

The recent [Canada Plastics Pact B.C. ICI Packaging and Paper Products Baseline Report](#) looked at both business waste audits and landfill reporting to present an overview of the types and quantities of packaging, and identified significant data gaps in waste reporting for non-residential packaging. Non-residential packaging is more diverse than residential packaging and consists of both business-to-consumer packaging and business-to-business packaging. Some of these items are similar or identical to those found in the residential packaging waste stream, while other items or materials are specific to business-to-business applications or may be unique to one source, such as agriculture, construction, or medical facilities.

Table 1: Description of non-residential sources of packaging and packaging-like products

Material	Examples	Sources of waste
Business-to-consumer packaging		
Rigid plastic, flexible plastic	<ul style="list-style-type: none"> Rigid plastic containers Flexible plastic packaging and overwrap 	<ul style="list-style-type: none"> Event stadiums and spaces (includes arts and entertainment venues) Retail, transportation, and grocery Accommodations (hotels and motels) Alternate accommodations (work camps, university dorms, long-term care homes) Schools Offices and workplaces
Paper, boxboard, old corrugated cardboard (OCC)	<ul style="list-style-type: none"> Boxboard packaging Cardboard boxes and flats Food containers Paper bags Flyers; brochures; booklets, catalogues; newspapers; magazines; copy paper 	
Glass	<ul style="list-style-type: none"> Glass jars 	
Metal	<ul style="list-style-type: none"> Tins Foil Components of multi-material packaging, pouches etc. 	
Business-to-business packaging		
Rigid plastic, flexible plastic	<ul style="list-style-type: none"> Large format food packaging (e.g. jars, drums) Agricultural packaging (e.g. silage wraps, twine) Medical packaging waste (e.g. drug packaging, sharps) Packaging from new construction materials Flexible plastic wrap and bags 	<ul style="list-style-type: none"> Food service (restaurants, quick service, university and hospital cafeterias, events) Retail and grocery Warehouses Manufacturing Agriculture Hospitals Long-term care homes Light industrial
Paper, boxboard, old corrugated cardboard (OCC)	<ul style="list-style-type: none"> Large format packaging for light industrial Packaging from new construction materials, shipping boxes Flats (e.g. produce boxes) Flyers; brochures; booklets, catalogues; newspapers; magazines; copy paper 	
Glass	<ul style="list-style-type: none"> Large format food packaging (e.g. jars) 	
Metal	<ul style="list-style-type: none"> Large format food packaging (e.g. cans) Drums Foil Components of multi-material packaging 	
Wood	<ul style="list-style-type: none"> New construction materials (e.g. wood pallets, crates) Bulk orders (e.g. wood pallets, crates) 	<ul style="list-style-type: none"> Retail Construction and light industrial

What we have learned so far

The ministry has heard through the Union of BC Municipalities (UBCM) resolutions, meetings with First Nations and Indigenous organizations, previous engagements on the plastics action plan and EPR programs, and correspondence from business, recycling, and waste management associations that there are many opportunities available to improve the management of non-residential packaging waste. As outlined in Table 2, these organizations have shared ideas and identified concerns where non-residential waste management systems can be improved, or where the current system is causing challenges and is inconsistent. In some geographic locations or for some types of packaging, waste management has been reported as ineffective, costly to users and causing risks to the environment.

Some local governments, First Nations and small businesses have indicated there is a desire for B.C.'s residential packaging EPR program to be expanded to include collection from non-residential sources, such as small businesses or schools. There have also been examples of non-residential recycling being effectively managed within existing markets, which should be supported to continue, including businesses or organizations utilizing reuse options, such as crates or pallets, or recycling materials such as cardboard.

The table on the following page outlines a summary of what we have learned from key interested parties.



The CleanBC Plastics Action Fund has supported the Ocean Legacy Foundation to find innovative ways to replace new plastics by recycling marine debris.

Table 2: What we have learned from key interested partners on non-residential packaging waste

Local governments

- Union of BC Municipalities (UBCM) motions from local governments have requested action on non-residential packaging, based on the cost of managing waste and operating landfills.
- Local governments have requested expansion of existing EPR programs to cover packaging and paper products from non-residential sources.
- Local governments have submitted bylaws to the ministry for approval enabling actions such as requiring source separation of waste at businesses, banning specific single-use items, or requiring the use of reusables for on-site dining to prevent waste from packaging outside the home.

First Nations and Indigenous organizations

- Indigenous organizations have identified challenges managing waste in First Nations, including preventing and recycling non-residential packaging waste separately from the residential packaging waste.
- Some First Nations have challenges with non-residential packaging waste due to factors including community size or remoteness.

B.C. businesses

- Businesses are required to organize and pay for the waste management services that they need. Some businesses have limited options for managing their packaging waste.
- Larger companies and those located in urban areas may be able to manage their waste cost-effectively due to economies of scale and established waste management networks and infrastructure, but it is often more difficult and expensive for small businesses, or those in rural and remote locations to access recycling services.
- In some geographic areas of the province, collection and recycling are cost prohibitive, resulting in recyclable materials being stockpiled or sent to landfills.
- Some small businesses would like to opt in to the service provided through the residential EPR packaging program, as they otherwise lack affordable options to recycle their packaging waste.

ICI rural and remote working group

- In 2023, the ministry convened a working group, focused on North-Central B.C., to identify interim (non-regulatory) options to improve diversion of non-residential packaging. The working group was comprised of representatives from local governments, First Nations, businesses, and waste haulers. The interim options report, [Recycling of ICI Packaging and Paper Products in B.C.'s Rural and Remote Communities](#), was created to summarize the working group's findings.
- Rural and remote areas of British Columbia are uniquely challenged with effective management and diversion of non-residential packaging waste due to distance from major centers/markets and associated increased costs, a lack of accessible infrastructure, a lack of facilities, services and subject matter experts and a lack of readily available, affordable options.
- Regional districts in rural and remote areas of the province continue to see increasing volumes of non-residential packaging waste at landfills, increasing their operational demands and overall costs.

Proposed outcomes

This discussion paper, and future work on policy approaches, are guided by the principles of:

- A clean environment and climate resilient communities, free of waste and pollution;
- A circular economy, supporting, B.C. businesses and jobs, where products and materials for as long as possible and materials can easily be repaired, reused, or recycled, and,
- A true, lasting, and meaningful reconciliation with Indigenous Peoples.

Building on the guiding principles, the proposed desired outcomes, are intended to support policy approaches that consider the entire lifecycle of non-residential packaging. The full lifecycle of packaging includes many users that are impacted by the packaging choices. This includes the companies that are involved from manufacturing packaging, the businesses that use packaging, the people who purchase goods and services in packaging, as well as the communities who help manage packaging, and the reuse, recycling and waste industry that provide services from washing to recycling or disposal.



Fresh Prep—a meal-prep delivery service—received funding from the CleanBC Action Fund and was able to increase the use of their reusable Fresh Prep Zero Waste Kit.

The proposed desired outcomes from improved management of non-residential packaging, including plastics and paper products are as follows:



Prevention-first approach: Actions are prioritized using the pollution prevention hierarchy (see inset on page 11), resulting in a focus on waste reduction and materials reuse over recycling, and recycling over energy recovery or disposal. Materials are kept out of landfills and the environment and are used at their highest value to support a circular economy.



Consistency and confidence: Prevention of packaging waste, including plastic and paper, is supported and incentivized through reuse and recycling whether at school, at work, or outside the home to build consistency between all programs across the province. Consistency in reuse and recycling options generates confidence that programs will be available, and materials are being reused and recycled at their highest value regardless of where they are generated.



Accountability and transparency: Businesses and institutions are accountable for their waste generation, management, and reduction efforts. Ambitious waste prevention targets and reliable, transparent systems of collecting data show progress in waste prevention for non-residential packaging, and assurance that materials collected are being recycled as intended.



Access: Businesses and organizations in all sectors (industrial, commercial, institutional, public) and communities have access to cost-effective choices to manage non-residential packaging and paper products, including recycling. Access to waste prevention and recycling options in First Nations communities are prioritized.



Economic benefits for a strong circular economy: Government leadership supports cost-effective, sustainable business practices, that leverage market conditions and create green jobs for British Columbians through prevention of packaging waste, including plastic and paper. Waste management spending and procurement promote a healthy environment and circular economy.



Maximize material recovery: Source separation, material collection, processing and recycling are improved to produce higher quality materials that are used in manufacturing new products with recycled content.

Discussion Questions

1. Are there any desired outcomes missing from this list?
2. What outcomes are most relevant to your business, organization, or community?
3. How would you prioritize these outcomes?
4. Are there indicators or measures of success you would suggest are used to determine if an outcome is achieved or is achievable?

Opportunities

Managing non-residential packaging, including plastics and paper, is a complex issue with many possible opportunities to prevent waste from entering the environment and filling up landfills. Because of the range of sectors and waste streams, no one approach will solve the waste management challenges for all non-residential packaging. B.C. will require a combination of options to move materials into the circular economy and keep packaging and plastic waste from polluting our environment and entering our landfills. Several opportunities have been summarized in this section, and through this engagement, we are looking for feedback on the opportunities presented, as well as details about any other actions that should be considered as solutions for non-residential packaging.

Provincial target setting

Targets are an important way to provide focus, to motivate action and measure success toward shared values and goals. For solid waste disposal, B.C. has had a long-term target to lower the municipal solid waste disposal rate to 350 kg per person per year. Decreasing the amount of non-residential packaging disposed is one part of the actions necessary to achieve progress towards this target. Many regional districts have set locally relevant targets, including regional municipal solid waste disposal rates much lower than 350 kg per person, and the ministry is looking at setting provincial targets for non-residential packaging aimed at promoting continuous improvement.

In the Recycling Regulation, it is expected that items regulated through stewardship programs will achieve, or are capable of achieving within a reasonable time, a 75% recovery rate or another recovery rate established by the director. The general trend for targets should demonstrate continuous improvement, and every stewardship plan has a target for the materials the stewardship agency is responsible for.



At the national level, several targets have been set in the last five years for addressing packaging and plastic waste. These include:

Environment and Climate Change Canada (ECCC) Ocean Plastics Charter

- Working with industry towards 100% reusable, recyclable, or, where viable alternatives do not exist, recoverable, plastics by 2030;
- Taking into account the full environmental impacts of alternatives, significantly reducing the unnecessary use of single-use plastics; and
- Working with industry and other levels of government, to reuse and/or recycle at least 55% of plastic packaging by 2030 and recover 100% of all plastics by 2040.

Canada Plastics Pact 2025 Targets

- Define a list of plastic packaging that is to be designated as problematic or unnecessary and take measures to eliminate them;
- **100%** of plastic packaging designed to be reusable, recyclable, or compostable;
- **50%** of plastic packaging is effectively recycled or composted; and
- **30%** recycled content across all plastic packaging.

Provincial targets for packaging waste for the non-residential sectors will be an important part of any policy approaches identified. Provincial targets for waste prevention, reuse, collection, and recycling can provide a consistent, unified goal for all businesses, organizations, and levels of government across B.C. Establishing targets can provide direction for businesses and communities, as well as a framework for collecting data and measuring success.

Discussion Questions

5. **Should non-residential packaging targets be the same, or better than existing residential packaging targets? Why or why not?**
6. **What types of targets would be most useful? Reduction targets; reuse targets; recycling targets; diversion targets?**
7. **Should there be regional or business specific targets in addition to provincial targets? Why or why not?**
8. **How can we measure success or progress against established targets?**

Supporting regional planning and local actions

A provincial approach to preventing non-residential packaging waste is important for providing consistency, and there are also opportunities and the need for local governments to continue to take actions to address their local waste challenges. Provincial guidance and regulations can support these actions, enabling local governments to prevent waste while requiring a level of uniformity with other jurisdictions within the province. For example, through the Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation under the *Community Charter*, municipalities have introduced bylaws that either ban or limit certain single-use items. Municipalities have expressed the desire to implement regionally specific actions such as requiring reusables for on-site dining, prohibiting the use of certain single-use or plastic items, or limiting the use of single-use water bottles. These types of actions may be able to be enacted at a local government level, and sometimes require approval by the ministry depending on the requirements and circumstances specific to the bylaw.

Solid waste management planning by regional districts will also continue to play an important role in local government waste management. Solid waste management

plans can identify opportunities and needs for local waste management actions, including the prevention of non-residential packaging waste, the implementation of landfill disposal bans, setting requirements for source separation, or other programs or bylaws that can have an impact on non-residential waste management programs such as facility or hauler licensing.

Indigenous organizations and First Nations have provided information regarding the prevention of non-residential packaging waste that may be specific to Indigenous people and First Nations. First Nations often have unique challenges and opportunities regarding non-residential packaging waste and may benefit from actions specific to a community. The Province will continue to engage with First Nations to support initiatives to prevent non-residential packaging waste.

The Province anticipates continuing to support First Nations, municipalities, and regional districts to reduce packaging and plastic waste, while working to achieve desired provincial outcomes for the prevention of non-residential packaging waste.

Discussion Questions

9. What actions are best suited at the local, regional, or provincial level of government?
10. What factors should be taken into consideration if the Province enables or promotes local actions?

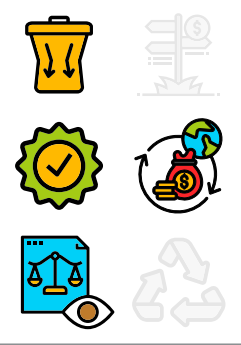
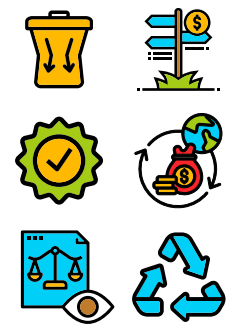
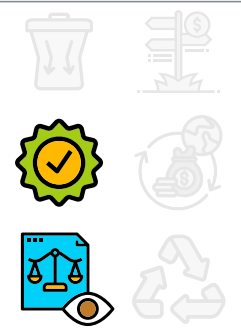






Exploring provincial policies

To address the complexity of the non-residential (ICI) sector and the Province’s commitment to a circular economy, a range of policy actions will be necessary to manage non-residential packaging waste, including plastics and paper. In the table below, several provincial policy approaches have been summarized to address many aspects of non-residential packaging, such as business-to-business packaging, or packaging from a specific sector and to further prioritize a prevention-first approach, focusing on reuse. Each opportunity includes a link to another jurisdiction where similar policies are in place to provide more information about what that policy option could include.

Table 3: Policy approaches to address non-residential packaging

Desired Outcomes	Description	Example Materials and Sources	Examples from Other Jurisdictions
Policy option: List of designated recycled materials and supporting actions			
	<p>A comprehensive list of packaging materials and types that are readily recyclable to support other actions, such as consistency between recycling programs, requirements for waste sorting and material acceptance, inclusion in expanded EPR programs, waste targets, or disposal bans.</p>	<p>Materials</p> <ul style="list-style-type: none"> Recyclables <p>Sources</p> <ul style="list-style-type: none"> All 	<p>Oregon – Plastic Pollution and Recycling Modernization Act implementation</p>
Policy option: Disposal bans for packaging materials			
	<p>The province would regulate to prohibit designated materials from disposal across B.C. This option requires a system for reporting on compliance. This option would include setting a list of materials, establishing a target date, and identifying supporting actions for implementation.</p>	<p>Materials</p> <ul style="list-style-type: none"> OCC (old corrugated cardboard) Organics, e.g. food scraps Plastic Other Recyclables <p>Sources</p> <ul style="list-style-type: none"> All 	<p>Metro Vancouver – Disposal ban program</p>

Desired outcomes	Prevention-first approach	Consistency & confidence	Accountability & transparency
	Access	Economic benefits for a strong circular economy	Maximize material recovery

Policy option: Reuse requirements for specific sectors			
	<p>Requirements for reuse in specific or designated sectors (i.e., closed loop systems - institutions, events). Would include systems for data collection and monitoring.</p>	<p>Materials</p> <ul style="list-style-type: none"> • Single-use items • Recyclables <p>Sources</p> <ul style="list-style-type: none"> • Events • Institutions (food service providers) • Ferries/Airports • Hospitals • Work Camps 	<p>Banff – Reuse for dine-in; California jurisdictions – Reuse at events (Sausalito, San Francisco, Los Angeles)</p>
Policy option: Standardized waste prevention and management actions for businesses and institutions.			
	<p>Requirement for businesses and institutions to submit waste prevention plans, conduct audits or adopt specific waste prevention actions. It could also involve the Province providing guidance for waste prevention plans and waste audits to businesses and institutions to improve consistency and reduce burden for waste planning.</p>	<p>Materials</p> <ul style="list-style-type: none"> • Recyclables • Organics, e.g. food scraps <p>Sources</p> <ul style="list-style-type: none"> • All 	<p>Ontario – O.Reg 102/94: Waste Audits and Waste Reduction Work Plans</p>
Policy option: Provincial data standardization and sharing			
	<p>Under solid waste management planning, develop standardized categories for waste audits, for local governments and/or businesses. Require sharing of metrics on waste audits or collection volumes between haulers, local governments and/or other businesses that are involved in the collection and management of waste and recycling.</p>	<p>Materials</p> <ul style="list-style-type: none"> • Recyclables • Organics, e.g., food scraps <p>Sources</p> <ul style="list-style-type: none"> • All • Local Governments 	<p>California – Solid Waste Characterization</p>
<p>Desired outcomes</p> <ul style="list-style-type: none">  Prevention-first approach  Access  Consistency & confidence  Economic benefits for a strong circular economy  Accountability & transparency  Maximize material recovery 			

Discussion Questions

11. What is already working to prevent packaging waste – for businesses, institutions, haulers, local governments?
12. Are there other actions that should be considered? What are they?
13. What are the benefits or limitations of these waste prevention options?
14. How ready are organizations, businesses, governments to implement?
15. How should implementation be prioritized?

Extended Producer Responsibility programs

Producer funded EPR programs in British Columbia have shifted the cost of waste management from local governments and communities to producers and increased the collection and recycling of materials and transparently reporting on provincial outcomes. In 2022, B.C. had 19 EPR programs, including EPR programs that already accept packaging from non-residential (ICI) sources, such as deposit-refund beverage containers and some automotive product containers. Through work under the 2021-2026 Extended Producer Responsibility 5-year Action Plan, EPR continues to expand, including the inclusion of additional non-residential packaging such aerosol containers and other automotive product containers.

Some local governments, small businesses and First Nations have identified a desire to expand B.C.'s EPR program to cover non-residential packaging and paper products. Recognizing that the non-residential sector is diverse, EPR approaches may be best suited for some aspects of non-residential packaging but are unlikely to be able to be applied across the entire sector. The table on the following page provides some examples of EPR opportunities that have been implemented in other jurisdictions and may be relevant for expansion in B.C.

Extended Producer Responsibility in British Columbia

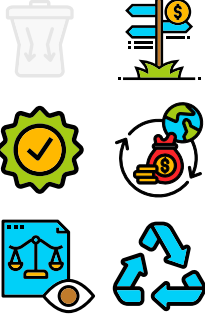
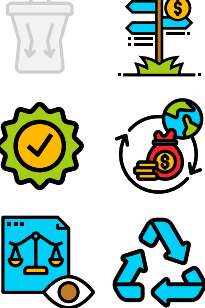
The Recycling Regulation requires producers (manufacturers, distributors, and retailers) of designated products to take responsibility for the lifecycle of their products, including collection and recycling. This approach, Extended Producer Responsibility (EPR), shifts the end-of-life responsibility from local governments, First Nations and taxpayers to producers and consumers.







Under this system, producers have the flexibility to use market-driven solutions, make cost-effective business decisions, and find innovative ways to operate their EPR programs to meet their regulatory requirements. These costs can be covered directly by producers or passed along to consumers through product pricing or by applying an additional charge on the purchase receipt, such as an “eco-fee”.

B.C.'s EPR approach requires all producers to track their material and how it is processed. This data must be audited and reported annually, providing assurance that the program is meeting environmental commitments.

The EPR agency in charge of residential packaging and paper products in B.C. is RecycleBC. Many other EPR agencies operate in B.C. managing items from used oil to electronics to beverage containers.

Table 4: EPR approaches to address non-residential packaging

Desired Outcomes	Description	Example Materials and Sources	Examples from Other Jurisdictions
Policy option: Expansion of EPR to include packaging and paper products from more sources			
	<p>EPR expanded to cover collection from businesses or institutions with similar waste streams, e.g.: Schools, offices and other workplaces, events, and out-of-home collection; Long-term care homes, university dorms, work camps; Potential to opt-in for small businesses or geographic locations or specific material types.</p>	<p>Materials</p> <ul style="list-style-type: none"> Grocery and consumer goods packaging OCC (old corrugated cardboard) <p>Sources</p> <ul style="list-style-type: none"> Schools Long-term care homes Accommodations Public parks, campsites Small businesses Industry First Nations 	<p>Quebec – Modernized Quebec Selective Collection Systems Oregon – Plastic Pollution and Recycling Modernization Act implementation</p>
Policy option: EPR stewardship for a specific sector			
	<p>An organization or stewardship agency collects and manages reduction and recycling of packaging materials from a specific sector.</p>	<p>Materials</p> <ul style="list-style-type: none"> Specialty packaging materials <p>Sources</p> <ul style="list-style-type: none"> Agriculture 	<p>Manitoba, Saskatchewan, and Quebec – Clean Farms regulated programs</p>

Desired outcomes	 Prevention-first approach	 Consistency & confidence	 Accountability & transparency
	 Access	 Economic benefits for a strong circular economy	 Maximize material recovery

Discussion Questions:

16. What are the benefits or limitations of expanded EPR options?
17. How ready are organizations, businesses, and governments to implement an expanded form of EPR?
18. Are there sectors or materials that should be prioritized to be included or excluded?
19. How should implementation of EPR actions be prioritized (e.g. by sector, by material, by geographic location)?

Your feedback

Preventing non-residential packaging waste, including plastic and paper, is a complex policy issue and requires a variety of perspectives from interested parties to develop a comprehensive approach that will work for B.C.

Recognizing the complexity of this policy challenge, the ministry is engaging Indigenous organizations and First Nations, businesses, local governments, organizations, sustainability and waste managers, waste haulers, the public and other interested parties to provide feedback in a variety of ways:

- A survey for public feedback is available through EngageBC (engage.gov.bc.ca/preventingwasteoutsidethehome).
- Written responses to the Discussion Paper questions relevant to you can be emailed as an attachment to circularcommunities@gov.bc.ca. We are looking for input from waste generators, waste haulers, producers and all other parties who are knowledgeable in this topic.
- Roundtables and webinars will be available for Indigenous organizations and First Nations to gain better understanding of the needs and concerns specific to First Nations.
- Info sessions and workshops will be offered to those interested in the topic to gather information on the policy approaches outlined and the identification of other potential policy opportunities.





Province of British Columbia

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