Regional District of Central Kootenay

JOINT RESOURCE RECOVERY COMMITTEE

Open Meeting Agenda

Date: Wednesday, August 20, 2025

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. **ZOOM 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 p.m. PST

Join by Video:

https://rdck-bc-ca.zoom.us/j/98572164791?pwd=plCY9gqLwVZtdzR2zmtuHXJOmq138L.1

Join by Phone:

833 955 1088 Canada Toll-free

*6 to unmute or mute
*9 to raise or lower your hand

Meeting ID: 985 7216 4791
Passcode: 701014

2. **CALL TO ORDER & WELCOME**

Chair Popoff to call the meeting to order at _____p.m.

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 August 20, 2025 Joint Resource Recovery meeting be adopted as circulated.

2.3 Receipt of Minutes

6 - 11

The July 16, 2025 Joint Resource Recovery minutes, have been received.

3. JRRC ITEMS

3.1 Results of Request for Expression of Interest: Refundable Collection Services

12 - 30

[Entire RDCK]

The Committee Report from Akane Norimatsu, Resource Recovery Technician summarizing the results of the Request for Expression of Interest for Refundable Collection Services and requesting approval to direct award contracts to respondents that meet the requirements, has been received.

RECOMMENDATION 1:
That the Board authorize staff to direct award a Service Agreement to the Creston Lions Club for a refundable collection service at the Creston Car Wash and Creston Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 2:
That the Board authorize staff to direct award a Service Agreement to the Salmo Community Memorial Church Association for a refundable collection service at the Salmo and Ymir Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 3:
That the Board authorize staff to direct award a Service Agreement to the Balfour Seniors Branch #120 for a refundable collection service at the Balfour Recycling Depot, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 4:
That the Board authorize staff to direct award a Service Agreement to the Kootenay Contribution for a refundable collection service at the Kaslo Recycling Depot, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 5:

That the Board authorize staff to direct award a Service Agreement to the Burton Volunteer Fire Brigade Society for a refundable collection service at the Burton and Edgewood Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 6:
That the Board authorize staff to direct award a Service Agreement to the Kootenay Carshare Corporation for a refundable collection service at the Lakeside and the Grohman Narrows Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 7:
That the Board authorize staff to direct award a Service Agreement to the Horse Association Central Kootenay for a refundable collection service at the Crescent Valley and Ootischenia Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

RECOMMENDATION 8:
That the Board direct staff to prepare and release a Request for Proposal (RFP) for the refundable collection services at the Slocan, Marblehead, New Denver, Rosebery, Crawford Bay, Boswell, Riondel, and Yahk Resource Recovery Facilities for a three-year period, with options for two 1-year extensions upon mutual agreement, to start December 1, 2025.

3.2 Recycle BC Receiving Facility Request for Proposal [Entire RDCK]

Amy Wilson, Resource Recovery Manager will provide a verbal update on the preparation of a submission to a Recycle BC RFP for Grohman Transfer Station to be compensated for receiving the City of Nelson curbside recycling materials and consideration of other consolidation opportunities in the RDCK.

3.3 Industrial, Commercial & Institutional Organic Waste Disposal Regulation Framework and Implementation Proposal [Entire RDCK]

31 - 57

The Committee Report from Matt Morrison, Organics Coordinator regarding the Industrial, Commercial & Institutional (ICI) Organics Waste Disposal Regulation Framework and options for implementation, has been received.

RECOMMENDATION 1:
That the Board direct staff to implement the regulatory framework as presented for Industrial, Commercial, and Institutional organic waste disposal at the Ootischenia Landfill, Creston Landfill, Grohman Narrows Transfer Station, and Central (Salmo) Transfer Station and return with the

new definitions and fee structures for the next general update to the RDCK Resource Recovery Facilities Regulatory Bylaw No 2961, 2025.

RECOMMENDATION 2:
That the Board direct RDCK operated offices and facilities within the municipalities of Nelson, Castlegar, Salmo, and Creston that generate organic waste to begin preparing to participate in source separated organics recycling in 2026 coinciding with the proposed implementation timeline for the Industrial, Commercial and Institutional Organic Waste Disposal Regulation, including budgeting, procurement, and when needed, updating waste hauling services contracts to include commercial source separated organic waste collection.

3.4 Contract Award: Waste Transfer Services for Slocan, Rosebery & Nakusp Transfer Stations
[West Subregion] 58 - 92

The Committee Report from Heidi Bench, Resource Recovery Projects Advisor regarding the contract award for Waste Transfer Services for the Slocan, Rosebery & Nakusp Transfer Stations, has been received.

RECOMMENDATION:
That the Board approve the RDCK enter into a Services Agreement with GFL Environmental Inc. for waste transfer services from Slocan, Rosebery, and Nakusp transfer stations not to exceed annual value of $393,875 plus GST, with annual adjustments as prescribed in the Services Agreement, for the period of October 1, 2025 till September 30, 2028, with up to two (2) one-year extensions, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Refuse Disposal - West Subregion Service S188.

3.5 Financial Plan Amendment: Grant Funded Landfill Gas Management Feasibility Study
[Entire RDCK] 93 - 96

The Committee Report from Heidi Bench, Resource Recovery Projects Advisor requesting a Financial Plan Amendment to receive grant funding to proceed with the Landfill Gas Management Feasibility Study, has been received.

RECOMMENDATION:
That the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for General Administration Service S100 to INCREASE Account Transfer from Reserves by $7,000 and INCREASE Account Transfer to Other Service by $7,000;

AND FURTHER, that the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for Development Services Service A108 to INCREASE Account Transfer from Other Service by $7,000 and INCREASE

Account Transfer to Other Service by $7,000;

AND FURTHER, that the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for Environmental Services Service A102 to INCREASE Account Transfer from Other Service by $7,000 and INCREASE Account Consulting Fees by $7,000;

AND FURTHER, that the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for Environmental Services Service A102 to INCREASE Account Grants by $28,000 and INCREASE Account Consulting fees by $28,000.

3.6 For Information: Creston Landfill and Compost Facility Operations Strategy Update
[East Subregion]

97 - 115

The Committee report from Nathan Schilman, Environmental Technologist providing an update on the Creston Landfill and Compost Facility Operations Strategy, has been received for information.

4. PUBLIC TIME

The Chair will call for questions from the public and members of the media at _____ p.m.

5. ADJOURNMENT

RECOMMENDATION:
The Joint Resource Recovery Committee meeting adjourn at _____ p.m.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

JOINT RESOURCE RECOVERY COMMITTEE
OPEN MEETING MINUTES

A Joint Resource Recovery Committee meeting was held on Wednesday, July 16, 2025
1:00 pm PST / 2:00 pm MST through a hybrid meeting model.

COMMITTEE MEMBERS	**Director G. Jackman**	**Electoral Area A (Chair)**	**In-Person**
	Director R. Tierney	Electoral Area B	In-Person
	Director K. Vandenberghe	Electoral Area C	In-Person
	Director A. Watson	Electoral Area D	In-Person
	Alt. Director J. Smienk	Electoral Area E	In-Person
	Director H. Cunningham	Electoral Area G	In-Person
	Director W. Popoff	Electoral Area H	In-Person
	Director A. Davidoff	Electoral Area I	
	Director H. Hanegraaf	Electoral Area J	In-Person
	Director T. Weatherhead	Electoral Area K	In-Person
	Director M. McFaddin	City of Castlegar	
	Councillor C. Hawton	Town of Creston	
	Director S. Hewat	Village of Kaslo	
	Alt. Director T. Zeleznik	Village of Nakusp	
	Director K. Page	City of Nelson	In-Person
	Director L. Casely	Village of New Denver	
	Director D. Lockwood	Village of Salmo	In-Person
	Director L. Main	Village of Silverton	In-Person
	Director E. Buller	Village of Slocan	
COMMITTEE MEMBERS ABSENT	Director T. Newell	Electoral Area F	
GUEST COUNCILLORS	Councillor L. Payne	City of Nelson	
	Councillor J. Woodward	City of Nelson	In-Person
STAFF	S. Horn	Corporate Administrative Officer	In-Person

U. Wolf	General Manager Environmental Services	In-Person
A. Wilson	Resource Recovery Manager	
H. Bench	Project Advisor	
A. Norimatsu	Resource Recovery Technician	In-Person
E. Clark	Meeting Coordinator	In-Person
N. Metz	Meeting Coordinator	In-Person
Y. Malloff	Chief Financial Officer	

1. ZOOM REMOTE MEETING INFO

Join Zoom Meeting
https://rdck-bc-ca.zoom.us/j/98572164791?pwd=plCY9gqLwVZtdzR2zmtuHXJOmq138L.1

Meeting ID: 985 7216 4791
Passcode: 701014

Dial by your location
833 955 1088 Canada Toll-free

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
Chair Jackman called the meeting to order at 1:00 p.m (PST).

2.1 Traditional Lands Acknowledgement Statement
We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

DIRECTOR PRESENT Director A. Davidoff joined the meeting at 1:01 p.m.

2.2 Adoption of the Agenda

Moved and seconded,
And resolved:

The Agenda for the July 16, 2025 Joint Resource Recovery Committee meeting be adopted as circulated.

Carried

2.3 Receipt of Minutes

The June 18, 2025 Joint Resource Recovery Committee Minutes have been received.

3. JRRC ITEMS

3.1 CITY OF NELSON RECYCLING COST ALLOCATION [Central]

Amy Wilson, Resource Recovery Manager, provided a verbal report requesting revisions to the Recycling Cost Allocation Model.

The following documents were received;

- Letter from City of Nelson re: Request for Revision to Recycling Coast Allocation Model with Attachments
- RDCK Attachment A Nelson Method Tonnage
- RDCK Attachment B Blended Method Site Traffic and Tonnage

DIRECTOR PRESENT Director A. Watson joined the meeting at 1:10 p.m.

Moved and seconded,
And resolved:

Councillor L. Payne and Councillor J. Woodward have freedom of the floor.

Carried

3.2 UPDATE ON FIRE AT NAKUSP LANDFILL [West]

Amy Wilson, Resource Recovery Manager provided a verbal report with an update regarding fire igniting in the yard and garden area of the landfill.

The following documents were received;

- Nakusp Yard & Garden Fire Summary

3.3 SITE LICENSE AGREEMENT FOR THE CRESTON CAR WASH RECYCLING DEPOT [East]

The Committee Report from Akane Norimatsu, Resource Recovery Technician, regarding lease renewal with Arrow Mountain for the Creston Car Wash (CCW) Recycling Depot has been received.

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

That the resolution 645/24 being:

That the Board approve the RDCK enter into a Lease Agreement with Arrow Mountain Car Wash and Mini Storage Limited for the Creston Car Wash Recycling Depot at 412 Helen Street, Creston BC, for up to $36,720 starting June 1, 2025 for a one year period, with the option of three one year extensions with 2% annual fee increases, upon mutual agreement; AND FURTHER that the costs be paid from Service A116 East Recycling.

Be amended to read:

That the Board approve the RDCK enter into a Site License Agreement with Arrow Mountain Car Wash and Mini Storage Limited for the Creston Car Wash Recycling Depot to a maximum value of $42,000, for the period of one year commencing August 1, 2025, with the option of four, one year extensions upon mutual agreement;

AND FURTHER, that the costs be paid from Service A116 Recycling Program - East Subregion;

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

Carried

3.4 SITE LICENSE AGREEMENT FOR THE CRESCENT VALLEY RECYCLING DEPOT [West]

The Committee Report from Akane Norimatsu, Resource Recovery Technician, regarding the lease renewal with Crescent Valley Community Hall Society for the Crescent Valley Recycling Depot has been received.

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

That the Board approve the RDCK enter into a Site License Agreement with the Crescent Valley Community Hall Society for the Crescent Valley Recycling Depot to a maximum value of $36,000 for a three-year period commencing August 1, 2025, with the option of two one-year extensions upon mutual agreement;

AND FURTHER that the costs be paid from Service A118 Recycling Program – West Subregion;

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

Carried

4. PUBLIC TIME

The Chair called for questions from the public and members of the media at 2:48 p.m.

5. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourned at 2:49 p.m.

Carried

CERTIFIED CORRECT

APPROVED BY

Director G. Jackman, Chair
July 16, 2025
Joint Resource Recovery Committee Meeting

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

RECOMMENDATION #1
That the resolution 645/24 being:

That the Board approve the RDCK enter into a Lease Agreement with Arrow Mountain Car Wash and Mini Storage Limited for the Creston Car Wash Recycling Depot at 412 Helen Street, Creston BC, for up to $36,720 starting June 1, 2025 for a one year period, with the option of three one year extensions with 2% annual fee increases, upon mutual agreement; AND FURTHER that the costs be paid from Service A116 East Recycling.

Be amended to read:

That the Board approve the RDCK enter into a Site License Agreement with Arrow Mountain Car Wash and Mini Storage Limited for the Creston Car Wash Recycling Depot to a maximum value of $42,000, for the period of one year commencing August 1, 2025, with the option of four, one-year extensions upon mutual agreement;

AND FURTHER, that the costs be paid from Service A116 Recycling Program - East Subregion;

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

RECOMMENDATION #2
That the Board approve the RDCK enter into a Site License Agreement with the Crescent Valley Community Hall Society for the Crescent Valley Recycling Depot to a maximum value of $36,000 for a three-year period commencing August 1, 2025, with the option of two one-year extensions upon mutual agreement;

AND FURTHER that the costs be paid from Service A118 Recycling Program – West Subregion;

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

Committee Report

August 20, 2025

Results of Request for Expression of Interest - Refundable Collection Services

Author:	Akane Norimatsu, Resource Recovery Technician
File Reference:	12-6230-20
Electoral Area/Municipality:	ENTIRE RDCK
Services Impacted	S186 Refuse Disposal – East Subregion S187 Refuse Disposal – Central Subregion S188 Refuse Disposal – West Subregion A116 Recycling Program – East Subregion A117 Recycling Program – Central Subregion A118 Recycling Program – West Subregion

1.0 STAFF RECOMMENDATION

1. That the Board authorize staff to direct award a Service Agreement to the Creston Lions Club for a refundable collection service at the Creston Car Wash and Creston Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

2. That the Board authorize staff to direct award a Service Agreement to the Salmo Community Memorial Church Association for a refundable collection service at the Salmo and Ymir Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

3. That the Board authorize staff to direct award a Service Agreement to the Balfour Seniors Branch #120 for a refundable collection service at the Balfour Recycling Depot, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

4. That the Board authorize staff to direct award a Service Agreement to the Kootenay Contribution for a refundable collection service at the Kaslo Recycling Depot, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

5. That the Board authorize staff to direct award a Service Agreement to the Burton Volunteer Fire Brigade Society for a refundable collection service at the Burton and Edgewood Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

6. That the Board authorize staff to direct award a Service Agreement to the Kootenay Carshare Corporation for a refundable collection service at the Lakeside and the Grohman Narrows Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

7. That the Board authorize staff to direct award a Service Agreement to the Horse Association Central Kootenay for a refundable collection service at the Crescent Valley and Ootischenia Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

8. That the Board direct staff to prepare and release a Request for Proposal (RFP) for the refundable collection services at the Slocan, Marblehead, New Denver, Rosebery, Crawford Bay, Boswell, Riondel, and Yahk Resource Recovery Facilities for a three-year period, with options for two 1-year extensions upon mutual agreement, to start December 1, 2025.

2.0 BACKGROUND/HISTORY

Encorp Pacific is an Extended Producer Responsibility (EPR) program that is responsible for the collection, transportation, and recycling of regulated ready-to-drink beverage containers in BC. Their program products include:

(a) aluminum cans;
(b) refillable glass bottles;
(c) non-refillable glass bottles;
(d) plastic containers, able to hold 1 litre or less;
(e) plastic containers, able to hold more than 1 litre;
(f) drinking boxes;
(g) bag in a box;
(h) bimetal cans;
(i) gable top containers;
(j) stand up pouches;
(k) beverage containers not referred to in paragraphs (a) to (j).

Those beverage containers are widely known as ‘refundables’ as 10 cents per a container is deposited at a time of purchase, and it will be redeemed to consumers when those containers are returned to designated collection facilities. Recycle BC and Encorp acknowledge the similarity of some of their program products, and both agreed that Recycle BC can accept refundables at their collection facilities, sort at their Material Recovery Facilities and direct the unclaimed refundables to Encorp Pacific.

The RDCK recognized an opportunity to redirect refundables brought to Resource Recovery Facilities (RRF) to local Not for Profit Organizations (NPOs) to redeem deposits to financially support services they provide in their communities. This change will also mitigate conflicts associated with refundables that inevitably end up at RRFs and will lead to more organized management of refundables. And further, accepting refundables at the RRF will serve as local collection in remote communities without registered refundable collection locations nearby.

A Request for Expression of Interest (RFEOI) for Refundable Collection Services was issued on June 6, 2025, to seek interested NPOs to perform refundable collection services at RDCK RRFs. The RFEOI described that the NPO would collect the deposit from the return of refundables for their fundraising and operational expenses including labour, equipment, hauling and insurance.

Respondents from each NPOs was invited to provide:

- High-level overview of their organization
- Activities, services and initiatives that they provide to the communities
- The purposes of the use of the funds generated through the refundable collection services
- Overview of experience providing similar services and achievements in this area of service
- Details of operations including staffing, available equipment and the frequency of services
- The ability to provide collection containers and required insurance for their businesses.

The RDCK acknowledges financial challenges that some small NPOs may face in order to source the RDCK approved bins as well as to purchase an insurance that meets the RDCK's insurance requirements. Therefore, the RDCK also requested respondents to address their financial challenges and ability to obtain insurances in their responses in the RFEOI.

The application for the RFEOI closed on July 4, 2025. The RDCK received seven responses from interested NPOs. Each NPO has selected different locations for their desired service location. The names of organizations and their details regarding their operations and desired service locations are listed in Section 3.0 in this report. Some financial considerations regarding their ability to provide appropriate containers and insurances are stated in Section 4.1.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The RDCK received 7 responses from NPOs throughout the district for this RFEOI, the tables below summarize the responses. Each respondent demonstrated their not-for-profit status and their desired service locations, as well as a high-level overview of their organization and their contributions to their communities. All the respondents provided thorough descriptions of their services and initiatives that they are intending to provide to their communities and how they intend to utilize the funds generated from the refundable collection.

Table 1: Overview of each respondent

Name of NPO	Desired Service Location	Accepted types of refundables	Experience of refundable collection services	Frequency of Service available
Creston Lions Club	• Creston Car Wash Recycling Depot • Creston Landfill	All listed in the RFEOI	Lions Club has been collecting refundables at the Creston Landfill since 2021, and the Creston Carwash since 2022.	Collect at the carwash each afternoon when the site is open. If the collection cannot be delivered, the containers get collected promptly prior to the next site open day. The bins from the Creston Landfill are usually picked up every second day.
Salmo Community Memorial Church Association (SCMCA)	• Salmo Recycling Depot • Ymir Recycling Depot	All listed in the RFEOI	SCMCA has been collecting refundables at the Salmo Depot since 2021.	Refundable containers get collected on Tuesday, Wednesday, Friday and Saturday in Salmo and on Sundays in Ymir at the end of day.

Table 1: Overview of each respondent

Balfour Seniors Branch #120 (BSB)	• Balfour Recycling Depot	All listed in the RFEOI except glass materials	BSB has been collecting refundables at the Balfour Recycling Depot since 2023.	Collect refundables on Friday and Saturday by 3:30pm, unless there were any large volume.
Kootenay Contribution	• Kaslo Recycling Depot	All listed in the RFEOI	Kootenay Contribution has been operating for 9 months.	Collection service will be provided 30 minutes before depot closes.
Burton Volunteer Fire Brigade Society (BVFBS)	• Burton Recycling Depot • Edgewood Recycling Depot	All listed in the RFEOI	BVFBS has been collecting refundables at the Burton and Edgewood Recycling Depots since 2022.	On the days that sites are open and operating. Collection will be made at end of day.
Kootenay Carshare Corporation	• Grohman Narrows Recycling Depot • Lakeside Recycling Depot	All listed in the RFEOI	No previous experience of refundable collection services. Operations team is well-versed in logistical coordination and fleet maintenance.	Fleets are available to collect refundables timely within depot's hours of operation.
Horse Association Central Kootenay	• Crescent Valley Recycling Depot • Ootischenia Recycling Depot	All listed in the RFEOI	HACK has been collecting refundable for the last 15 years.	On the days that sites are open and operating. Collection will be made at end of day.

RRFs that were not identified in RFEOI responses are as follows:

- Yahk Recycling Depot (Yahk Kings Gate Recreation Society, the current site operations contractor, expressed interested in the opportunity, however they did not respond to the RFEOI)
- Boswell Recycling Depot
- Crawford Bay Recycling Depot
  (Staff understand the Kootenay Lake Lions Club has collected refundables at both the Crawford Bay and Boswell locations, however they did not respond to the RFEOI)
- Riondel Recycling Depot
- Marblehead Recycling Depot
- Slocan Recycling Depot
- Nakusp Recycling Depot
- Rosebery Transfer Station
- New Denver Recycling Depot

Table 2: Description of services provided to the communities

Name of NPO	Service provided to the community	Purpose of their fund raising
Creston Lions Club	The Lions made donations of which about 80% stayed in our community; in 2024, that exceeded $34,000. Some of the local beneficiaries were: -Creston Valley Food Bank -Creston Ministerial Association Christmas Hampers - KCCS Women's Shelter and Daycares -Creston Valley Hospice Society -East Kootenay Foundation for Health -KRSS Grad Bursaries -Creston Museum Society -Creston Valley Minor Hockey Legacy Project for 100 years of Ice Sports -Columbia Basin Alliance for Literacy -Wishing Tree Christmas Gifts for Children Lions Club also supports several Projects through Lions Clubs International which include recycling of used eyeglasses and hearing aids along with donations towards Pediatric Cancer research, Diabetes research, Disaster relief (wildfires etc.), and the Lions of Canada Foundation who train service dogs for not only the blind but also those with diabetes and other debilitating diseases.	Donations raised through the refundable redemption has enabled Lions Club to support many more community initiatives and needs. The Club also maintains the Hwy 3A Viewpoint Pavilion (between Creston & Wynndel) which is a popular spot for both locals and tourists.
Salmo Community Memorial Church Association (SCMCA)	The building is primarily used by St Paul's Anglican Church for weekly church services as well as weddings, funerals and meetings, and by the Salmo and District Arts Council for a variety of cultural activities. Numerous other groups use the facility for meetings, musical and artistic presentations, a cooling center for community events like the July 1 parade and other events.	Funds from refundables would be used towards the maintenance and the operation of the building providing a gathering place for many activities.
Balfour Seniors Branch #120	Balfour Seniors offers -Hosting Chair yoga class to seniors - Used by other members of the public and community groups to host any events and meetings at the hall -Hosting a line dancing class	Funds from would be applied towards the cost of the Balfour Seniors services, insurance and maintenance costs of the facility.

Table 2: Description of services provided to the communities

	-Provides Digital Support for all devices -Hosting a seniors meeting, with either free breakfast, lunch or dinner served -Bi-monthly foot care service -Used as community library -Used as a cooling Centre in a hot season -Host a movie afternoon to the seniors and other members of the public in the Northshore	
Kootenay Contribution	-Donations to Kootenay Baseball -Sponsorship of music programs -Funding for a commemorative park bench in remembrance of Priscilla Davis -Educating seniors on proper recycling practices -Cleaning up the community through active environmental stewardship -Establishment of additional drop-off points for improved accessibility	Funds from the refundables will support: -Children's programs, including local sports and music. -Kaslo Food Bank, especially to support families during winter months -Local school breakfast and nourishment programs -Contributions to the Kaslo thrift-store and other community-serving outlets After these priorities are supported, it is intended to expand into other impactful and meaningful community programs that align with the values of sustainability, education, and social support.
Burton Volunteer Fire Brigade Society (BVFBS)	-Offer all fire related services to the Burton and Arrow Park Communities, as well as assisting the Fauquier Fire Department when requested. -Attends vehicle incidents, offer fire suppression and traffic control when required. -Attend all wildfire related calls as well as structure fires.	Funds will support operational costs of the fire brigade. The BVFBS is not funded through taxation. The operational costs are raised through grants and fundraising. A limited amount of grant funding is available for operational costs. These refundable funds will help support the brigade in operational costs.
Kootenay Carshare Corporation	-The mission is to reduce the environmental and economic impact of vehicle ownership by providing affordable, reliable and shared transportation. -The Carshare supports over 500 members across the Kootenays, offering access to a growing fleet of over 20 vehicles, including electric vehicles and trucks in Nelson, Revelstoke and Kaslo.	-The refundable collection initiative aligns with their sustainable goals and provides an opportunity to expand their impact. -Collaborations with community groups promoting sustainability and climate resilience (Nelson cares, LVR students, CKISD etc.) -Maintaining and upgrading our shared fleet, especially electric vehicles. -Enhancing public access to EV infrastructure across the region.

Table 2: Description of services provided to the communities

Horse Association Central Kootenay (HACK)	-Provide the members of the communities in East and West Kootenay the opportunity to attend educational clinics, horse camps and horse shows. -Host several horse shows, provide the fun and safe events to the communities -Businesses in the community also benefit from tourists and visitors from other areas that attend the horse shows.	The fund will allow expansion of their services to the community, including funds for youth to attend clinics, horse camps, horse shows, etc.

3.1 Alignment to Board Strategic Plan

Innovate to Reduce the Impact of Waste

The RDCK Board Strategic Plan indicates the importance of leveraging available opportunities in order to enhance our Waste Management System. This includes partnering with the public to reduce waste through education and information.

3.2 Legislative Considerations

Not applicable

3.3 What Are the Risks

Although most of the NPOs demonstrated their self-sufficient operation plans, some NPOs requested RDCK staff notify them if the containers were overflowing and/or change of liner bags was required. Moreover, some NPOs were using the RDCK's storage sea-cans to place their containers in the past. Going forward, the RDCK would like to see the service providers operate independently and not rely on RDCK resources.

4.0 PROPOSED SOLUTION

Staff propose direct awarding contracts to RFEOI respondents who meet the requirements stated in the RFEOI including insurance and appropriate equipment to conduct the refundable collection services. Some negotiation and/or investigation will be required, and if respondents are not able to meet requirements, including insurances, equipment, as well as contingency and safety procedures, Staff will return to the Joint Resource Recovery Committee for further direction.

Staff also propose issuing a Request for Proposal for refundable collection in areas where interest in providing this service was not identified in the RFEOI process or where RFEOI respondents are not able to meet the RDCK service agreement requirements.

4.1 Financial Considerations of the Proposed Solution

Most NPOs demonstrated their capability to provide their own equipment and containers, however some may require financial support in sourcing appropriate containers and meeting the required insurance coverage to supply the services. Table 3 below shows the abilities of each respondent to provide appropriate containers and insurance to conduct their collection services.

In the RFEOI, the RDCK stated the following insurance coverage as a requirement:

(a) Automobile Liability (third party) insurance with a minimum coverage of $ 2,000,000.

(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 $ 2,000,000 dollars per occurrence with a maximum deductible of $5,000.

Some respondents expressed concern about requiring volunteers to maintain $2M coverage on their personal vehicles. This may require further consideration and could limit the volunteer support they can call upon for the services.

The RDCK Board could consider accepting a lower value for the comprehensive Commercial General Liability (CGL) Insurance of $2,000,000 dollars ($2M), however that is the lowest value approved under the RDCK's Insurance Policy and recommended by Corporate Administration. Some respondents have a $2M liability insurance for their members when doing work for their organization, however it is not CGL coverage. Further assessment is required to confirm if this type of liability insurance will meet RDCK requirements.

Staff will further investigate the NPO's current insurance. If they do not meet RDCK requirement staff will request they obtain cost estimates for the additional insurance. In these situations, staff will return to an upcoming JRRC meeting for consideration of continuing with contract award or including the site in a future procurement. The NPOs may be able to obtain the insurance, whereas others may request the RDCK reduce the value of coverage required or request the RDCK pay for insurance beyond what is required for their regular business.

Table 3: Abilities of each respondent to provide containers and insurance

Name of NPO	Available equipment and containers	Insurance Availability
Creston Lions Club	Purchase super sacks from GFL for cans and bottles, and blue bins for glass bottles at the Creston Landfill Recycling Depot. Provide a lockable metal bin at the Creston Car Wash Recycling Depot.	Volunteers have personal ICBC insurance, would require ensuring those that provide collection services meet the $2M requirement. The Club has $1M liability insurance through Lions International and an additional $2M through Intact Insurance, confirming if it is equivalent to CGL.
Salmo Community Memorial Church Association	Bag cages and/or large garbage cans for the collection of small donation amounts and boxes for glass items	Volunteers have personal ICBC insurance, would require ensuring those that provide collection services meet the $2M requirement. Association has liability insurance, confirming if it is equivalent to CGL and if it meets the $2M value.
Balfour Seniors Branch #120	Area E Director has indicated willingness to provide discretionary grant funds for collection bins	Volunteers have personal ICBC insurance, would require ensuring those that provide collection services meet the $2M requirement. Association has $2M liability insurance, confirming if it is equivalent to CGL.
Kootenay Contribution	3 large bins available	Insurance requirements identified in the RFEOI including CGL and auto liability coverage can be met

Table 3: Abilities of each respondent to provide containers and insurance

Burton Volunteer Fire Brigade Society	Supply appropriate containers and use a lockable shed on site to secure refundables until the pickup. However, BVFBS is able to provide containers for the Burton and Edgewood Recycling Depots, however they will welcome any support from the RDCK to assist with providing their containers for the rest of the locations to expand their service area.	BUR/EDG site operations contractor is also the Deputy Fire Chief and would be completing the servicing at RRF using same vehicles with required Auto insurance. Further investigation is required to confirm if Contractor's CGL insurance can apply to this scope or if the BVFBS would need to have separate coverage. Alternatively, a scope change adjustment to operations contract could be pursued to apply contractors insurance coverage to refundables collection.
Kootenay Carshare Corporation	KCC is looking into sourcing containers and possible grant options available to source durable, lockable bins.	Insurance requirements identified in the RFEOI including CGL and auto liability coverage can be met
Horse Association Central Kootenay	HACK does have bins, however they will welcome any grants available and will work with the RDCK to source suitable bins.	Insurance requirements identified in the RFEOI including CGL and auto liability coverage can be met

Currently there is no budget allocated in the 2025 Financial Plan for this service, as the full costs related to this service were designed to be covered by the funds generated from the refundables. However, Staff acknowledge that the RDCK insurance requirements may be unreasonable for the revenues generated through the service. The RDCK could consider lowering the level of insurance coverage required and/or the RDCK cover the cost of their CGL insurance.

No budget was set aside for refundables collection containers in the 2025 Financial Plan. Staff could recommend the proponents reach out to their area Directors for discretionary grants to source appropriate collection containers, or if not available, the RDCK could consider providing collection containers. RFEOI respondents proposed a variety of collection containers, some of which may not be secure or easy to maintain. The RDCK may want to consider allocating funds in the Resource Recovery Services to supply the containers to standardize and improve collection.

4.2 Risks with the Proposed Solution

Staff may not be able to negotiate a reasonable agreement with RFEOI respondents and a RFP may be required at a later date.

4.3 Resource Allocation and Workplan Impact

The Resource Recovery Technician will lead negotiations and development of agreements.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Communities benefit from the local refundable collection, and some residents benefit from the services provided by the NPOs with the funds generated through the collection services.

4.5 Leveraging Technology

Not applicable

4.5 Measuring Success

Each awarded RFEOI respondent is required to report annually to the RDCK the amount of refundables collected, revenues generated, and descriptions of how the funds benefitted the community.

5.0 ALTERNATIVE SOLUTION(S)

The Board direct staff to prepare and release a Request for Proposal (RFP) for the refundable collection services at Resource Recovery Facilities across the District for a three-year period, with options for two 1-year extensions upon mutual agreement.

5.1 Financial Considerations of the Alternative Solution(s)

There may be other NPOs who are interested in providing refundable collection services and are capable of financially supporting these services, including insurance and containers.

5.2 Risks with the Alternative Solution(s)

Many of the NPOs that replied to the RFEOI previously provided this service ad-hoc and are keen to continue fundraising through this service. A RFP is expected to result in a minimum of 3-month delay in establishing the service. There may not be other NPOs who are willing and/or able to provide the service.

5.3 Resource Allocation and Workplan Impact

A RFP process usually takes a minimum of 3 months to complete, and it may not be successful to seek alternative proponents.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Seeking other NPOs in the communities may result in more advanced operational plans that will result in more frequent services, more collection locations and more cost efficiency for the RDCK taxpayer.

5.5 Measuring Success

Success can be measured if the RDCK receives more proposals that would minimize the efforts and cost to establish and commence the services.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

The Committee could direct staff not to proceed with refundables collection at RDCK RRFs. Staff would then direct the public to take refundables to an Encorp bottle depot or accept them as part of the Recycle BC depot collection. Staff concerns about not proceeding with an approved refundable collection at RDCK RRFs include:

- This could lead to refundables being landfilled if the public is unaware they can add them to their Recycle BC recycling and they are not able/willing to travel to an Encorp depot.
- Refundable deposits are not kept within the local community.
- Significant interest from local NPOs for the fundraising opportunity.
- On-going conflicts and concerns resulting from renegade refundable collection at RRF.

7.0 OPTIONS SUMMARY

Option 1:

Recommendations:

1. That the Board authorize staff to direct award a Service Agreement to the Creston Lions Club for a refundable collection service at the Creston Car Wash and Creston Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

2. That the Board authorize staff to direct award a Service Agreement to the Salmo Community Memorial Church Association for a refundable collection service at the Salmo and Ymir Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

3. That the Board authorize staff to direct award a Service Agreement to the Balfour Seniors Branch #120 for a refundable collection service at the Balfour Recycling Depot, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

4. That the Board authorize staff to direct award a Service Agreement to the Kootenay Contribution for a refundable collection service at the Kaslo Recycling Depot, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

5. That the Board authorize staff to direct award a Service Agreement to the Burton Volunteer Fire Brigade Society for a refundable collection service at the Burton and Edgewood Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

6. That the Board authorize staff to direct award a Service Agreement to the Kootenay Carshare Corporation for a refundable collection service at the Lakeside and the Grohman Narrows Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

7. That the Board authorize staff to direct award a Service Agreement to the Horse Association Central Kootenay for a refundable collection service at the Crescent Valley and Ootischenia Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

8. That the Board direct staff to prepare and release a Request for Proposal (RFP) for the refundable collection services at the Slocan, Marblehead, New Denver, Rosebery, Crawford Bay, Boswell, Riondel, and Yahk Resource Recovery Facilities for a three-year period, with options for two 1-year extensions upon mutual agreement, to start December 1, 2025.

Option 2:
Recommendation:

That the Board direct staff to prepare and release a Request for Proposal (RFP) for the refundable collection services at Resource Recovery Facilities across the District for a three-year period, with options for two 1-year extensions upon mutual agreement, to start December 1, 2025.

8.0 RECOMMENDATION

1. That the Board authorize staff to direct award a Service Agreement to the Creston Lions Club for a refundable collection service at the Creston Car Wash and Creston Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

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6. That the Board authorize staff to direct award a Service Agreement to the Kootenay Carshare Corporation for a refundable collection service at the Lakeside and the Grohman Narrows Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

7. That the Board authorize staff to direct award a Service Agreement to the Horse Association Central Kootenay for a refundable collection service at the Crescent Valley and Ootischenia Landfill Recycling Depots, for the period October 1, 2025 to September 30, 2028 with the possibility of two 1 year extensions upon mutual agreement.

8. That the Board direct staff to prepare and release a Request for Proposal (RFP) for the refundable collection services at the Slocan, Marblehead, New Denver, Rosebery, Crawford Bay, Boswell, Riondel, and Yahk Resource Recovery Facilities for a three-year period, with options for two 1-year extensions upon mutual agreement, to start December 1, 2025.

Respectfully submitted,

Akane Norimatsu, Resource Recovery Technician

CONCURRENCE

Resource Recovery Manager - Amy Wilson
General Manager of Environmental Service - Uli Wolf
Chief Administrative Officer – Stuart Horn

ATTACHMENTS:
Attachment A – Request for Expression of Interest - Refundable Collection Services

ATTACHMENT A

Request for Expression of Interest (EOI)

Refundables Collection Service

EOI Number: 2025-045-ENV

EOI KEY INFORMATION

Overview of the Opportunity	The Regional District of Central Kootenay (RDCK) is requesting information from interested parties to provide the following services: Collection of provincially regulated beverage containers (refundables) listed below from one or more RDCK Resource Recovery Facility (listed in Section 3); (a)aluminum cans; (b)refillable glass bottles; (c)non-refillable glass bottles; (d)plastic containers, able to hold 1 litre or less; (e)plastic containers, able to hold more than 1 litre; (f)drinking boxes; (g)bag in a box; (h)bimetal cans; (i)gable top containers; (j)stand up pouches; (k)beverage containers not referred to in paragraphs (a) to (j).
Opening Date	June 6, 2025
Closing Date and Time	**4:30 PM PST on July 4, 2025**
Questions	Respondents must email their question(s) to the RDCK Representative, quoting the EOI number and name in the subject line, before 4:30pm PST on **June 27, 2025**. Questions received after that time may not receive a response.
RDCK Representative	Akane Norimatsu Resource Recovery Technician Anorimatsu@rdck.bc.ca

Responding to this EOI	Responses must be emailed to the RDCK Representative or, if too big to email, transferred via a secure file link. Responses must be in Microsoft Word and any other supporting documents must be consolidated in one PDF file. **1. In the "Subject Field" enter: EOI Number and Name** 2. The RDCK email server has about a 10 mb file size limit. Respondents must ensure that they have received a confirmation email prior to the closing time. If your document is too large to send by email, please request a secure file link from the RDCK Representative or break down your response into two or more emails, clearly identifying each email as being one out of x.

RDCK OVERVIEW

1. Background

The Regional District of Central Kootenay (RDCK) is requesting information from interested parties for the collection of refundable beverage containers at RDCK Resource Recovery Facilities. This Request for Expression of Interest (EOI) is intended to gather information that could assist the RDCK in establishing designated refundable collection service from local Not-for-Profit Organizations (NPO) to support their fundraising opportunities.

2. Objectives

The RDCK operates 20 Resource Recovery Facilities throughout the district as part of the Recycle BC collection network. Recycle BC is one of 13 Extended Producer Responsibility (EPR) Programs that is responsible for the collection, transportation and recycling of residential packaging and paper like products (PPP) in BC. Encorp Pacific (Return-It) is the EPR program responsible for the collection, transportation and recycling of regulated beverage containers under BC's Recycling Regulation. These beverage containers are also widely known as 'refundables' that consumers are able to bring to designated local refundable depots to redeem their deposits.

Although some products look quite similar and are made of the same materials (carton packaging, glass bottles, and plastic containers), residential PPP and refundables are managed by completely separate EPR programs. However, as their materials are quite similar, Recycle BC acknowledged that refundables can be added into Recycle BC's collection bins, however redeemable refundables will be collected at their Material Recovery Facilities and directed to Encorp Pacific.

Therefore, the RDCK sees the opportunity to redirect refundables brought to the RDCK Resource Recovery Facilities to local NPOs to redeem deposits to financially support their services provided in their communities. This move will also mitigate conflicts associated with available refundables, improve the management of refundables brought to each Resource Recovery Facility, and provide more collection locations to some areas without registered refundable collection depots nearby.

Please note that this collection service will be fully funded by participating NPOs. The RDCK does not intend to supply any financial support for the costs associated with labour, equipment, hauling, and insurance portion of the business.

3. Locations of service

Currently, there are several registered refundable collection depots operating in the RDCK;

- Nelson Leafs Eco Depot (120 Silica Street, Nelson)
- Salmo Return-It Depot (6320 Hwy3 West, Salmo)
- Castlegar Return-It Depot (1335 Columbia Ave, Castlegar)
- Mountain Valley Station (704 Arlington Rd, Slocan)
- Columbia Bottle Depot (1420 N.W. Blvd, Creston)

The RDCK residents are encouraged to visit registered refundable collection depots above and redeem/donate refundable deposits there. Several RDCK Resource Recovery Facilities are located in communities with no registered refundable collection depots nearby. The RDCK Resource Recovery Facilities can serve as alternative refundable collection locations to provide opportunities for local residents to donate refundables to NPOs participating in the refundable collection service.

The **RDCK Resource Recovery Facilities being considered for refundables collection** are as follows:

Depot Name	Address
Balfour Recycling Depot	821 Heyland Rd, Balfour
Boswell Recycling Depot	12575 Hepher Rd, Boswell
Burton Recycling Depot	248 Caribou Creek Rd, Burton
Ootischenia Landfill Recycling Depot	670 Columbia Rd, Castlegar
Crawford Bay Recycling Depot	16798 Crawford Creek Rd, Crawford Bay
Crescent Valley Recycling Depot	1385 Hwy 6, Crescent Valley
Creston Car Wash Recycling Depot	412 Helen St, Creston
Creston Landfill Recycling Depot	150 Mallory Rd, Creston
Edgewood Recycling Depot	8855 BC-6, Edgewood
Grohman Narrows Recycling Depot	1201 Insight Drive, Nelson
Kaslo Recycling Depot	1302 Kaslo West Rd, Kaslo
Marblehead Recycling Depot	13825 BC Hwy 31, Marblehead
Nakusp Landfill Recycling Depot	1420 Hot Spring Rd, Nakusp
Nelson Lakeside Recycling Depot	70 Lakeside Drive, Nelson

New Denver Recycling Depot	611 Slocan Ave, New Denver
Riondel Recycling Depot	252 Fawler St, Riondel
Roseberry Transfer Station	5250 Highway 6, New Denver
Salmo Recycling Depot	1003 Glendale Ave, Salmo
Slocan Recycling Depot	8875 Harold St, Slocan
Yahk Recycling Depot	8790 Railway Ave, Yahk
Ymir Recycling Depot	190 Oscar Bear Rd, Ymir

4. Requirements

The RDCK is seeking NPOs working on projects and/or providing services for local communities in need. Collection of refundables at Resource Recovery Facilities would require the following:

- Provision of RDCK approved collection containers. The containers should:

    - Have lids with a small hole to accept refundables
    - Are lockable and durable
    - Be adequate size to hold donated refundables

    If the NPO is unable to provide containers, please indicate that in the cover letter. The RDCK may consider funding for containers through a grant or loan.
- Collection of refundables from containers during regular hours of operation of the RDCK Resource Recovery Facilities. No access will be permitted on the days that the Resource Recovery Facilities are closed.
- Collection of refundables from containers at a frequency required to prevent overflow of refundables from the containers.
- Clean up any spillage/debris/mildew/scattered refundables and ensure that the collection area is maintained to a high standard of cleanliness.
- Transport refundables to any registered Encorp Pacific depot to redeem deposits.
- Report annually to the RDCK the amount of refundables collected, revenues generated, and descriptions of how the funds benefitted the community.
- NPO representatives would work with assigned RDCK staff to ensure site operations are not impacted by servicing collection containers and report concerns about site or collection container conditions.
- Obtain liability insurance to provide the service at any of the RDCK Resource Recovery Facilities. If the organization cannot meet the level of insurance outlined below, please address it in the cover letter.

    The Contractor must provide the RDCK with a certificate of insurance upon execution of the 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 $* ***2,000,000****.*

(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* ***$ 2,000,000 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.

Please note that it will be the sole responsibility of designated NPOs to manage refundables collection services. The RDCK employees will not be permitted to supervise, sort and clean refundables on behalf of any NPOs participating in this service.

INSTRUCTIONS TO RESPONDENTS

1 Respondents are specifically requested not to submit any pricing information.

2 Respondents may be a NPO interested in a contractual opportunity.

3 Respondents are requested to provide a concise and focused response in the following format:

- Cover Letter including:

- Key contact person's name, address, telephone, and email address.
- The services listed on the first page of this EOI that you are able to provide.
- The Resource Recovery Facility where the respondent is interested in providing the service. This could be one or more location.
- NPO overview, including: a high-level overview of your organization and the type of services provided to the community, number of years in service, achievement in this area of service.
- Examples of the type of community benefit(s) the NPO expects to support with the funds raised from the service.
- Refundables collection service overview, including: number of years of experience providing similar services, achievement in this area of service.
- Overview of how the organization intends to provide the collection of refundables service, including equipment and personnel.
- Statement regarding the organization's ability to provide and maintain collection containers and the required insurance.

RULES FOR PARTICIPATION

1. This EOI is intended to discover whether there is enough interest from the community for providing the above noted services. The information provided may assist the RDCK in the development of future procurements.

2. In the event there is sufficient information received, the RDCK may, but is not obligated to, initiate a procurement process.

3. Submissions for services other than those listed will not be considered, and inquiries related to services other than those listed will not be responded to at this time. Submissions of an EOI will not guarantee an invitation to participate in any future contracting process.

4. This EOI is not an invitation to tender or request for proposal or other competition. By participating in this EOI, respondents expressly agree that no contract of any kind is formed under, nor any legal obligations whatsoever will arise out of this EOI. The RDCK will not be responsible for any costs incurred by any supplier in responding to this EOI.

5. All responses to this EOI become the property of the RDCK and will be held in confidence, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Respondents to this EOI consent to the RDCK incorporating any submitted ideas, concepts, approaches, or strategies into any planning, design, procurement, or contractual activities related to any aspect of the project without any obligation, liability, or consideration on the part of the RDCK.

Committee Report

August 20, 2025

Industrial Commercial & Institutional Organic Waste Disposal Regulatory Framework and Implementation Proposal

Author:	Matt Morrison, Organics Coordinator
File Reference:	12-6210
Electoral Area/Municipality:	A, B, C, E, F, G, H, I, J, Town of Creston, City of Nelson, City of Castlegar, Village of Salmo
Services Impacted	S186 Refuse Disposal - East Subregion S187 Refuse Disposal - Central Subregion S188 Refuse Disposal - West Subregion A102 Resource Recoveries

1.0 STAFF RECOMMENDATION

RECOMMENDATION 1 – Industrial, Commercial, and Institutional Organic Waste Disposal Regulation

That the Board direct staff to implement the regulatory framework as presented for Industrial, Commercial, and Institutional organic waste disposal at the Ootischenia Landfill, Creston Landfill, Grohman Narrows Transfer Station, and Central (Salmo) Transfer Station and return with the new definitions and fee structures for the next general update to the RDCK Resource Recovery Facilities Regulatory Bylaw No 2961, 2025.

RECOMMENDATION 2 – RDCK Facilities Organics Diversion:

That the Board direct RDCK operated offices and facilities within the municipalities of Nelson, Castlegar, Salmo, and Creston that generate organic waste to begin preparing to participate in source separated organics recycling in 2026 coinciding with the proposed implementation timeline for the Industrial, Commercial and Institutional Organic Waste Disposal Regulation, including budgeting, procurement, and when needed, updating waste hauling services contracts to include commercial source separated organic waste collection.

2.0 BACKGROUND/HISTORY

At the January 16, 2025, Board Meeting, the following resolution (14/25) was passed.

> *That the Board direct staff to investigate the feasibility of implementing an Industrial, Commercial and Institutional organics disposal ban, and if feasible to return to the Committee in quarter three (Q3) 2025 with a framework for implementing a disposal ban for discussion.*

In July 2025, a technical memorandum was prepared by a third-party solid waste management consultant (Jeff Ainge and Associates Inc.) to support the assessment of feasibility of organic waste disposal regulation for the Industrial, Commercial, and Institutional (IC&I) sector. The Commercial Organic Waste Diversion Regulatory Tools Review & Options Assessment (Attachment A) included an overview of regulatory options and provided recommendations for the consideration by the RDCK. The term IC&I is used to describe all non-residential

private and public sector organizations, inclusive of restaurants, grocery stores, hospitals, schools and other operations that may generate organic waste.

At this time, commercially collected residential (curbside single family or multi-family) organic waste is not being considered for inclusion in the definition of IC&I organic waste. However, as the organic waste diversion program advances, exploring residential organic waste disposal regulation may be an important tool to improve diversion rates and increase residential organic waste recycling participation. Expanded regulation to the residential sector would be a way to reduce the organic waste diversion program's dependency on tax-subsidization across sub-regions.

Voluntary participation in organic waste recycling via source separation and disposal by the IC&I sector has been very low to date. Private and public sector IC&I organic waste tonnage through commercial collection accounts for less than 1% of the amount of organic waste the RDCK has received since operations began in June 2022. Staff estimate that contracted commercial organic waste collections for all sites equals less than 1 tonne.

RDCK Resource Recovery Staff have worked to build awareness and promote voluntary participation in IC&I organic waste recycling region-wide since organic waste disposal services first became operational in anticipation of infrastructure upgrades at additional sites.

Prior to introducing a subsidized tipping for Commercial Organic Waste in 2025 (described below), organic waste disposal has been available for the IC&I sector at the standard Organic Waste tipping fee since operations began at designated facilities. The Creston Compost Facility began accepting separated organic waste in June 2022, followed by Ootischenia Landfill and Central Transfer Station in August 2023, and finally the Grohman Narrows Transfer Station in January 2024. The standard Organic Waste tipping fee has been consistently set at 30% lower than Mixed Waste since 2022.

Three hundred and fifty letters were sent to IC&I operations identified as having Food Permits with the Interior Health Authority (IHA) in late 2023 and early 2024. The letter aimed to inform IC&I operation owners and managers on the RDCK Organic Waste Diversion Program (OWDP) and encouraged participation in a survey designed to help staff understand/address barriers and identify possible incentives that could help enable organic waste recycling in the sector. The importance of organic waste diversion was highlighted; the negative impacts of landfilled material (methane generation, landfill capacity reduction, and leachate issues) are the main drivers of the OWDP. Twenty survey responses were received, which in part, have helped inform the program and policy direction staff have considered for this sector.

In-person and online information and engagement sessions have been held to inform the business community of available services and the reasons to participate in Source Separated Organics (SSO) recycling. Two in-person sessions were held in conjunction with the Nelson and District Chamber of Commerce, and one online with the organization BC Green Business. Media releases and social media posts have been published promoting the programs and services for SSO recycling. Additional information sessions are planned for other groups connected to the Castlegar and Creston Chambers of Commerce in 2025.

At the January 16, 2025, Board Meeting, a pilot subsidized tipping fee of $55/tonne for Commercial Organic Waste was implemented for Resource Recovery facilities with SSO disposal. This subsidy enables potential cost savings for IC&I generators of organic waste that have a meaningful amount of compostable material currently disposed of as mixed waste at the rate of $165/tonne (a 65% price differential).

Additionally, a rebate program for businesses in the Nelson area was created, where twenty-five $400 rebates have been made available to support the purchases of bins and supplies required for SSO set-up. Since January 2025, only one rebate has been applied for and issued, with only three known businesses receiving commercial organics collection through the pilot collection program offered by GFL Environmental Ltd., at the time of writing this report. An additional four businesses are self-hauling multiple loads of organics to Grohman Narrows Transfer Station each week. Staff are aware of an additional 12 businesses in the Nelson area that are interested in participating in the pilot collection program but have not yet started.

There is the potential to implement similar rebate programs in other affected communities (Creston, Castlegar, Salmo) in collaboration with Chambers of Commerce or other business groups for inclusion in the draft 2026 – 2030 Financial Plan for the year 2026.

RDCK staff have worked to engage and encourage commercial waste haulers to develop services and competitive pricing and have committed to providing/maintaining existing SSO disposal infrastructure. Two large hauling companies have developed commercial SSO collection services, with service costs reflecting the reduced commercial organics tipping fee.

The larger waste haulers in the area have indicated a willingness to provide services but have emphasized the need to regulate organic waste disposal to generate participation at scale throughout the RDCK. Haulers have stated that regulation is the best way to create fair and consistent waste separation requirements for their clients and allows them to develop affordable and equal levels of service across their service areas.

In this context, regulating organic waste disposal via the RDCK Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025 (the Bylaw) is viewed as a feasible and effective way to generate participation by the IC&I sector in SSO recycling. Generating participation is a priority due to the significant negative impacts of landfilling this material.

A framework for implementing organic waste disposal regulation, based on the assessment of feasibility and effectiveness, is presented for discussion.

RDCK Offices and Facilities:
Resource Recovery staff have discussed the importance of leading by example regarding IC&I organic waste diversion initiatives. Preliminary discussion with staff in other departments who are responsible for the waste management of office buildings and recreational facilities have indicated a willingness in setting up organic waste diversion programs and integrating commercial collections where feasible, if directed to do so by the Board.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The IC&I sector in the RDCK has to date not participated in the region's OWDP at meaningful levels. It was conceived in the RDCK Resource Recovery Plan (RRP) that voluntary participation would occur when pricing incentives were provided. However, the RRP also notes that if voluntary participation does not occur, regulatory methods should be considered.

Despite subsidies and support being available to the IC&I sector to incentivize participation in SSO organics recycling, there have been very low rates of participation within the sector. These subsidies and supports include setting baseline tipping fees of organic waste lower than mixed waste, a pilot IC&I sector specific tipping fee to further reduce costs, staff outreach, back and front-of-house resource development (i.e. signage,

implementation guides), education and engagement of the sector, and a pilot rebate program for purchasing bins and supplies related to SSO recycling in the private and public sectors.

The IC&I Sector in the RDCK is responsible for approximately 48% of what is sent to regional landfills. 35% of landfilled waste from the ICI&I sector was identified as compostable organics in the 2023 Waste Composition Study at the Ootischenia and Creston landfills. This represents the single largest divertible material stream across all sectors in the RDCK. Using recent waste composition and tonnage data, staff estimate that annually, 3,900 tonnes of organic waste could be diverted from regional landfills through comprehensive IC&I organic waste diversion. A typical load of mixed waste containing compostable organic waste from an IC&I Organic Waste Generator is included in Attachment B.

Landfilled organic waste creates environmental and operational issues which can be greatly mitigated by diversion to composting facilities. In turn, this waste product transforms into compost, a valuable resource for the regeneration and amendment of soils, contributing to food security, ecological restoration, and the circular economy. The RDCK has an imperative to divert compostable organic waste from its landfills and to maximize the operational and cost efficiency of its composting facilities and landfills.

It appears that incentives, education, and promotion alone are insufficient at generating meaningful levels of participation in SSO recycling by the IC&I sector. This is likely due to the logistical and administrative barriers to setting up new waste management systems and the training/education procedures required for businesses and institutions. It is understood that businesses and institutions are tasked with complex and demanding operational and administrative barriers to implementing change related to waste management. However, the importance and urgency of implementing SSO recycling in the IC&I sector must be prioritized.

Additionally, waste hauling companies have indicated that they have not received much interest and do not feel confident that they will have viable collection services due to low participation in the current regulatory context. This has largely prevented the launch of commercial organic waste collection services at scale in communities where SSO disposal is available, with limited exceptions.

It is widely understood that regulation which appropriately defines and targets the largest generators of recyclable or recoverable waste will provide the most effective method of diversion. The purpose of implementing organic waste disposal regulation would be to increase the amount of IC&I organic waste that is diverted from landfill, therefore mitigating the negative impacts of this material.

Using regulation in combination with pricing and other incentives provides an opportunity for IC&I organic waste generators to participate in organics recycling in a relatively affordable and logistically feasible manner. The third-party review of the feasibility of implementing organic waste disposal regulation verifies that regulation is both feasible and needed. Regulation of organic waste disposal is common, is used throughout British Columbia and Canada in similar jurisdictions, and is shown to generate participation in SSO recycling when voluntary measures are unsuccessful and/or as an efficient method to achieve diversion objectives.

In British Columbia, Metro Vancouver, Capital Regional District, Regional District of Nanaimo, Cowichan Valley Regional District, Squamish Lillooet Regional District, Columbia Shuswap Regional District, Regional District of North Okanagan, and the City of Terrace have implemented organics disposal regulations. The Province of BC estimates that 67% of the B.C.'s population is covered by organic waste disposal regulations.

RDCK Offices and Facilities:
Resource Recovery staff are mindful of the time required to plan for implementing organic waste recycling services and systems. Receiving Board direction for RDCK owned and/or operated sites to initiate the planning for organic waste recycling service and system implementation will provide sufficient notice for upcoming budget preparation. Where organic waste is generated, either through concessions or breakrooms, RDCK facilities have an opportunity to lead by example and participate at the start of the IC&I organics diversion initiative.

3.1 Alignment to Board Strategic Plan

Regulating IC&I organic waste disposal addresses multiple components of the Board's Strategic Plan.

Innovating to reduce the impact of waste is a strategic priority for the Board. Developing targeted, well researched and effective regulation will support this priority by setting in motion changes toward better waste management practices. A more direct approach to IC&I organic waste diversion is needed to drive innovation by the IC&I sector (haulers and generators), which will equally advance the RDCK's operational and regulatory approach to achieving its waste reduction and diversion objectives.

As IC&I organic waste diversion regulation advances and is implemented, further strategic priorities would be addressed, including **reducing the operational costs** of its Resource Recovery facilities that accept and process organic waste, and by **improving its environmental responsibility**, both by reducing the negative impacts from landfilled organics, but also through improvements to its own facility's waste management practices.

Additionally, the RDCK Resource Recovery Plan provides guidance towards increasing IC&I organic waste diversion. Providing directions for staff to implement IC&I organic waste disposal regulation is consistent with the RRP and would help advance per capita waste reduction and landfill diversion objectives set out in the Plan.

Preserving landfill capacity to avoid or defer the extremely costly process of closing the Ootischenia and/or Creston Landfills, combined with sitting, constructing, and permitting of a new landfill is a major strategic and financial priority for the organization. Wherever possible, the most effective method to achieve waste diversion from landfills should be implemented to avoid landfill closures and creation.

3.2 Legislative Considerations

As part of the Commercial Organic Waste Diversion Regulatory Tools Review & Options Assessment (Attachment A), legislative mechanisms for regulating organic waste disposal were presented, but are not recommended. The *Environmental Management Act* (EMA) enables local governments to develop mandatory waste separation regulations across sectors. However, the details for this must be included in an approved Solid Waste Management Plan (Resource Recovery Plan) in order to be established. Recommendations that involve EMA or other Provincial legislation are not presented but could be considered for a future Resource Recovery Plan.

In the current context, a Local Service Regulatory Bylaw is the appropriate regulatory tool for developing sector-specific waste management policies. The RDCK Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025 sets out tipping fees and disposal regulations for municipal solid waste disposal at RDCK landfills and transfer stations and would be updated to include new definitions and categorizations of wastes.

The definitions of **Industrial, Commercial, and Institutional Organic Waste**, and **Industrial, Commercial, and Institutional Organic Waste Generator** would need to be added to the Bylaw. Industrial, Commercial, and Institutional Organic Waste would then need to be included as a specific **Recyclable Material** with a specific

threshold of acceptance and associated tipping fees. A bylaw amendment could be included in the next general update to the Bylaw, currently planned for December 2025.

3.3 What Are the Risks

The ongoing lack of IC&I sector participation in voluntary SSO recycling jeopardizes the RDCK's OWDP and RRP objectives. As the single largest generator of compostable organic waste, and the largest contributor to landfilled organic waste, this sector represents the greatest amount of diversion available and remaining in the RDCK. The negative impacts of landfilling organic waste are known. The operational efficiency of RDCK composting facilities due to lower-than-anticipated incoming tonnages from the IC&I sector increases the processing costs per tonne of SSO for all sectors, especially with existing sector-specific pricing subsidies which residential taxpayers provide financial resources towards.

4.0 PROPOSED SOLUTION

Based on the assessment of feasibility and recommendations within the attached consultant report, along with staff input and perspectives from other local governments, it is believed regulating organic disposal for the Industrial, Commercial, and Institutional sector is both feasible and necessary at Resource Recovery Facilities where organic waste disposal infrastructure exists (Ootischenia Landfill, Creston Landfill, Grohman Narrows Transfer Station, Central (Salmo) Transfer Station).

However, a full-scale ban or prohibition on organics disposal is not being presented as a recommendation. Instead, new definitions and fee structures to be included in a future update of the Bylaw are proposed, along with implementation and phase-in timelines.

Staff propose developing two new definitions for the Bylaw: **Industrial, Commercial, and Institutional Organic Waste**, and **Industrial, Commercial, and Institutional Organic Waste Generator**.

These definitions would allow for material to be classified as a Recyclable Material and then be specifically regulated when the defined material is within a load of Mixed Waste, and exceeding a defined threshold of acceptance.

As a Recyclable Material, when the material enters the landfill within loads of Mixed Waste (above defined thresholds), the RDCK would have the regulatory authority under the Bylaw to elevate the Tipping Fee from Mixed Waste to a higher, variable rate due to the load containing a Recyclable Material. Staff will work to refine mechanisms, thresholds, and fees ahead of presenting the updated Bylaw for First, Second, and Third Readings in late 2025/early 2026.

At this time, staff recommend that the variable tipping fee be set at double Mixed Waste rates, consistent with the charge for landfilling a load containing more than 10% Recyclable Materials.

This definition and fee structure differs from the current regulation, which broadly defines Organic Waste as Recyclable Material. The Recyclable Material definition is not sector-specific, and when disposed of as Mixed Waste, it has a threshold of 10% by volume being accepted before the higher fee applies.

The lack of a sector-specific definition with a higher-than-preferred threshold justifies the creation of new definitions and inclusion as a Recyclable Material. As it is currently defined, Organic Waste has not been monitored in Mixed Waste loads for any sectors or customers, and the fees for landfilling this material for any sector have not been applied.

Staff initially propose that a threshold of 5% by volume is an acceptable threshold for Mixed Waste Loads to contain IC&I Organic Waste. This threshold would allow smaller operations with relatively low volumes of IC&I Organic Waste to maintain their existing waste management practices and avoid potentially high costs of starting new services and Variable Tipping Fees, as the diversion potential for these types of operations is limited. Many jurisdictions have a 0% threshold of acceptance within loads of Mixed Waste and elevate the organic waste tipping fee to be higher than mixed waste. The variable and subsidized tipping fee structure is intended to generate affordable services and create an economic situation where IC&I operations can save money or reach cost neutrality by participating in SSO recycling. The proposed implementation timeframe allows for operations to make the necessary adjustment to their waste management systems ahead of any increased disposal rates.

Commercial waste haulers are generally the most directly impacted by this type of regulation, as they are charged the variable tipping fee for non-compliant loads. The enforcement of compliance generally occurs at the point of collection, to ensure proper source separation has occurred prior to disposal. When non-compliance occurs, haulers will typically pass the added cost of variable tipping fees onto customers, which creates the financial incentive for the customer to properly participate. This, combined with the maintenance of pricing incentives is expected to create large-scale effective participation in IC&I SSO recycling.

Operations with larger amounts of IC&I Organic Waste can realize cost savings or neutrality through meaningful diversion from the Mixed Waste stream. Smaller, IC&I Organic Waste Generators may be less likely to access cost savings and are not the primary target of the proposed regulation.

The target and intention of the proposed regulation is to apply pressure to the larger IC&I Organic Waste Generators so they will divert their material from landfill through the first phases of regulation and service development.

The variable tipping fee structure as part of a local service regulatory bylaw has been used effectively in nearby regional districts, including the Columbia Shuswap Regional District, and Regional District of North Okanagan, to generate IC&I sector organic waste recycling, and was included as a recommended approach in the Feasibility Assessment.

The proposed regulation does not constitute a ban on organic waste disposal, as non-compliant loads would still be accepted for landfilling but would be charged at a higher rate.

Commercial Haulers will require sufficient notice and lead time in order to procure and coordinate the required equipment and resources to provide commercial SSO collection services to their customers.

If the bylaw is amended to include the definitions and categorization of IC&I Organic Waste, staff recommend a 8-month education period before the regulation goes into effect. The typical timeframe for phasing implementation in BC is 6-12 months. The proposed phases of implementation for the regulation are as follows:

Phase 1	Phase 2	Phase 3
Consultation and Collaboration	Education	Regulation and Enforcement
July 2023 to December 2025	January 2026 to August 2026	September 2026 onward

Following the education phase (2), at the start of the regulation and enforcement phase (3) there will be a period where loads will be inspected and notifications of noncompliance provided to customers, but the

enforcement of the higher variable rates will not yet be applied. Staff are not recommending a set timeline for how long the regulation with notification of noncompliance period will last, prior to enforcement of the higher variable rates, but suggest each commercial customer is given the opportunity of four noncompliance notices before the higher variable rates would start to apply.

The existing tipping fee subsidies and rebate programs (Nelson area only) for organics recycling represent significant investment by the RDCK for the purpose of improving the cost effectiveness and operational efficiency of its organic waste diversion program. The negative impacts of organic waste landfilling must be considered, while supporting and enabling the IC&I Sector to participate in an affordable manner.

Staff expect that the maintenance of pricing incentives for participation in SSO recycling combined with high variable fees for noncompliant disposal of Recyclable Material will generate sector-wide participation. Ensuring that organic waste tipping fees are lower than mixed waste is supported at this time.

RDCK Offices and Facilities:
As a component of commercial organic waste regulation and diversion, implementing SSO recycling at RDCK Facilities that generate organic waste would be a way for the organization to lead by example.

Due to budgetary timelines and the need to allow departments to plan and prepare, staff are proposing that Board direction for RDCK Facilities to begin planning for SSO Recycling be given immediately. RDCK facilities would not be expected to have systems for SSO recycling in place prior to the adoption of the bylaw and implementation period, but materials and supplies, as well as service contracts may need to be negotiated so that budgets for the 2026 fiscal year are reflective of this future policy direction.

4.1 Financial Considerations of the Proposed Solution

Implementing organic waste disposal regulation through the Resource Recovery Facilities Regulatory Bylaw would not require any adjustments to the 2025 - 2029 Financial Plan for the year 2025.

Budget towards education and outreach that communicates the proposed changes to IC&I operations would be required in 2026. Staff estimate $14,160 for printed direct mail products, consultant support, as well as online and newspaper communications would be sufficient. These funds (Table 1) will be required starting in January 2026, prior to approval of the 2026-2029 Financial Plan; however, there is adequate existing funding available in all services shown in the table below to initiate this work, and the draft 2026 budgets will incorporate these costs.

Table 1. Draft 2026 IC&I Organics Implementation Budget

Draft 2026 IC&I Organics Implementation Budget	S186	S187	S188	A102	Line-Item Sub-Total
Direct Mail Product	$436	$914	$650	$0	**$2,000**
Sponsored Social Media	$100	$100	$100	$0	**$300**
Canada Post Ad Mail	$327	$685	$488	$0	**$1,500**
Newspaper Ad	$1,000	$1,000	$1,000	$0	**$3,000**
Graphic Design support	$0	$0	$0	$2,000	**$2,000**
Consultation Support	$0	$0	$0	$3,000	**$3,000**
Service SUB-TOTAL	**$1,862**	**$2,699**	**$2,238**	**$5,000**	
				Total	**$11,800**
				Total Plus 20% Contingency	**$14,160**

Through the bylaw preparation process, the impact on Resource Recovery Facility operations will be assessed. It is anticipated that site staff and contractors will be required to increase monitoring and enforcement of this bylaw component once the education and grace periods have passed. Typically, monitoring for compliance requires increased frequency during the first 3 months of enforcing the regulation and returns to normal operational monitoring after this time.

Monitoring of Recyclable Materials at sites is a routine practice and could likely be built into existing workplans and contracts in the long term without significant disruption or increased costs.

The Tipping Fee Cost Recovery Assessment and Resource Recovery Systems Efficiency Study conducted in 2024 indicated that the material management cost of organic waste on average is $314/tonne. Currently, it is estimated that the Creston Compost Facility (can process 1,500 wet tonnes per year) is operating at 30% capacity. The Central Compost Facility (can process 8,000 wet tonnes per year) is estimated to be operating at 37% capacity. Increasing the incoming tonnage and operational capacity of composting facilities will reduce the cost per tonne of processing material, resulting in greater cost efficiency for the overall system.

Increasing IC&I organic waste tonnage is estimated to impact revenue for Allocation Service A119 East Compost and Allocation Service A120 Central/West Compost, as well as the Resource Recovery Services S186, S187, and S188. Assuming regulation could divert up to 70% of available IC&I compostable organics once the program matures, 910tonnes/year could be processed at the Creston Compost Facility, and up to 1,820 tonnes/year could be processed at the Central Compost Facility. At $55/tonne, $50,000 in revenue for Allocation Service A119 East Compost is estimated, and $100,000 for Allocation Service A120 Central West Compost is estimated.

Staff anticipate that the pilot subsidized tipping fee of $55 will be maintained for the duration of the proposed regulatory implementation period in 2026. In future years (2027), the IC&I Organic Waste Tipping Fee will likely increase at a rate consistent with the organic waste tipping fee. However, should the subsidized tipping fee no longer be supported or considered necessary, the tipping fee could gradually increase to match the non-sector specific Organic Waste tipping fee.

Implementing regulations that effectively generate participation in SSO recycling by the IC&I sector is a fiscally responsible solution that mitigates the costs and impacts of landfilling compostable organic waste. When an operation that has a significant amount of IC&I organic waste participates in SSO recycling, it is expected that the operation may achieve cost savings due to the reduced disposal of mixed waste. Reducing tipping fees for IC&I organics while maintaining higher mixed waste rates creates a favourable condition for operations to reduce the hauling frequency and tonnage of waste charged as mixed waste, therefore reducing costs associated with a more expensive material stream.

Staff anticipate that expansion of the rebate program currently available to businesses in the Nelson area would be supported and, if approved by the sub regional committees, are prepared to make the rebate program available to each community affected by the proposed regulation.

$7,500 is allocated to Service S187 Central Subregion Resource Recovery in the 2025-2029 Financial Plan for the year 2025 for the Nelson and area rebate. Based on population, staff propose $3,600 be allocated to S186 East Subregion Resource Recovery, and $5,640 be allocated to S188 West Subregion Resource Recovery for the 2026-2030 Financial Plan for the year 2026 for the purpose of offering $400 rebates for the purchase of bins and supplies for SSO recycling in the Creston and Castlegar areas.

The longer-term financial impact of failing to divert compostable organic waste from the IC&I, sector is difficult to measure but should be seriously considered, especially in the context of landfill capacity and lifespan. The prevention of landfill methane and preservation of landfill capacity, combined with the benefits of Class A compost produced from these recovered resources, adds to the rationale and justification for this proposed regulation.

RDCK Offices and Facilities:
Department managers and staff will require advanced notice of the direction to participate in SSO recycling due to budget preparation timelines. The direction to participate in SSO at RDCK facilities and offices in Nelson, Castlegar, Creston, and Salmo where organic waste is generated will impact the waste service costs and require financial resources for the implementation of new waste management systems.

New waste sorting systems and commercial collection service costs would be the primary costs for SSO recycling in RDCK offices and facilities. Internal resources, including signage, guidance, and implementation support, can be provided by the Resource Recovery department. Many of the required resources have already been developed and are available for internal and external use.

4.2 Risks with the Proposed Solution

Implementing the proposed regulation will potentially create a degree of negative response from the IC&I sector, especially for private businesses that may experience higher waste management costs in the short term. The long implementation period combined with tipping fee subsidies and support for starting SSO recycling can mitigate concerns and generate support and participation. The RDCK's approach to generating participation has to date relied on incentives. The lack of participation is evidence that incentives alone are inadequate. Regulation will provide the required pressure to generate participation. Maintenance of incentives and opportunities for affordable participation while implementing regulation is a fair, equitable, and effective approach in the context of the organic waste diversion imperative the RDCK faces.

The proposed regulation itself poses no risk to the organization and is viewed as a necessary and logical step towards improving waste management systems in the RDCK for broad public benefit.

4.3 Resource Allocation and Workplan Impact

The Organics Coordinator, with the support of the Environmental Projects Lead and the Environmental Coordinator, will work to develop the proposed definitions and for inclusion in a future Resource Recovery bylaw update. The work is included in existing work plans, as some form of regulation for the IC&I sector and organic waste disposal has been anticipated since January 2025. The communication and education plan for the bylaw update and implementation, should it be approved, would be advanced by the Organics Coordinator, with support from the Environmental Projects Lead.

Assistance provided to IC&I operations for implementing SSO recycling will be delivered by the Organics Coordinator, predominantly via email and phone correspondence. Signage and resources are available online, and staff will work to ensure ease of access and maintenance of information. Assistance will be provided within the capacity of existing staff.

Site-staff at designated RR facilities will be impacted by the inspection and enforcement requirements for the updated regulation. It will be critical to ensure that the variable tipping fees associated with non-compliant loads are fairly and consistently applied. It is expected that within the first 3 months of enforcement of the Bylaw (Phase 4, including the "grace period"), additional targeted waste spotter or other site staff time may be

required to support documentation and enforcement of compliance. The early and robust enforcement of the Bylaw is viewed as an important way to ensure efficacy.

Good quality evidence collection and tracking will be required, so that education and corrective actions can be taken by Haulers and Generators. Instances of non-compliant loads will require photographs, description of the material/load, date and time, and name of hauler/customer.

Should direction be given to develop the proposed regulations, training and preparation for bylaw implementation would be provided to site staff, with the support and coordination of Field Supervisors and Lead Hands.

RDCK Offices and Facilities:
RDCK staff time and resources will be required to set up facilities with SSO recycling. The training of staff, and maintenance/management of this new material within facility waste streams would take place throughout 2026 and be phased in along the same timelines as the general IC&I organic waste regulation.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Staff have engaged with the IC&I sector via direct mail, survey, in-person and online informational events, email, phone calls, and by maintaining information on the RDCK website and engagement website. The engagement site for IC&I Organic Waste Diversion was published in June 2023 and has provided opportunity to submit feedback and ask questions since this time.

Staff have been in communication with waste hauling companies to understand both the potential implications of organic waste disposal regulations on their operations, and to provide an opportunity to offer input and feedback to staff on how, when, and if to regulate organic waste disposal. Haulers would require sufficient notification of the changes to procure infrastructure related to SSO collections, which staff would provide at the earliest opportunity.

Implementing new organic waste disposal regulations will require a period of education and awareness raising to allow businesses and organizations to adjust their waste management systems. The Resource Recovery department has already developed waste sorting signage and guidance for the food retail and food and beverage service industries and is prepared to provide additional support and resources to reduce costs and simplify implementation. If more resources within the scope of local government to provide are required, staff are prepared to assist IC&I operations with SSO recycling implementation when possible.

The Education Phase (2) of the implementation framework will focus on communicating the upcoming changes to public and stakeholders. Phases 3 and 4 would maintain information and continue to provide education, within a focus on providing support and resources for implementing SSO recycling.

A direct mail product to all IC&I operations with Food Permits with the IHA in the affected communities (Castlegar, Creston, Nelson, Salmo) and surrounding areas will be sent out to provide information on the changes to waste management regulations and to connect operations to resources and support for starting the process of setting up SSO recycling.

The public will benefit from organic waste disposal regulation in direct and indirect ways. Organic waste disposal regulations would increase the rate of diversion from landfills. This would result in cost savings from the recovery of this resource – improved operational efficiency of composting facilities, reduced environmental

impact, and increased amounts of compost available for public use. At the start of setting up SSO recycling for their operations, businesses may be required to invest money in front and back of house infrastructure and may incur costs from collection services. However, the longer-term costs from regulations should be neutral, or even create savings, due to the subsidized tipping fee and increased price differential between Mixed Waste and IC&I Organic Waste.

4.5 Leveraging Technology

Online reporting tools through the RDCK ConnectTeam application will enable internal information sharing, communication, and data collection. Communications and information sharing with external partners and stakeholders will occur through other online platforms or applications, including email or form submission and notification systems. Social media, online and print media, and the RDCK website will be used to provide public information.

Additionally, the transaction software currently used at all RR Facilities is capable of making real-time, mobile adjustments to a given load transaction, based on the composition of the load and compliance with the Bylaw.

Strong Data Automation (Strong), the current transaction software utilized at all Resource Recovery Facilities, is capable of processing loads flowing out (truck enters site empty and leaves with material to purchase) as well as "in" (truck enters site with a load to dispose and leaves empty). Staff are able to create additional codes for new products. Site Staff can also log in to Strong with cell phones, while waste spotting, which allows them to spot-check the materials declared, add photos, and edit the transaction while using mobile devices.

4.5 Measuring Success

The success of the work will be measured through the rate of participation in SSO recycling by the IC&I sector. Annual diversion rates will be monitored and reported to the Joint Resource Recovery Committee

Staff will work with hauling companies and IC&I Organic Waste Generators to ensure the required information and resources are available for successful participation.

5.0 ALTERNATIVE SOLUTION(S)

Alternative Solution 1:

Maintain the Recyclable Material Regulation, but selectively apply to the IC&I sector:

The RDCK Resource Recovery Facilities Regulatory Bylaw currently defines Organic Waste as Recyclable Material. This provides the regulatory authority to charge any Mixed Waste load that contains greater than 10% organic waste (Recyclable Material) by volume, double the Mixed Waste rate. However, this component of the bylaw has not been applied for organic waste at any RR Facility for any sector. Further, the lack of IC&I sector specific language and targets within the existing regulation does not match the desire of the RR Department to target IC&I Organic Waste Generators through regulatory mechanisms.

The selective application of the Recyclable Material component of the Bylaw to IC&I organic waste generators would likely generate participation in a similar manner to the proposed regulatory framework. However, it is viewed as less favorable given the specific objectives of diverting IC&I Organic Waste, and the lower threshold of acceptance (5% vs 10%).

Alternative Solution 2:
Defer:
Board direction to defer may be preferred should more information be requested before implementation or enforcement of the proposed solutions that involve developing or applying regulation for the disposal of IC&I organic waste within mixed waste.

5.1 Financial Considerations of the Alternative Solution(s)

Alternative Option 1:
Similar financial considerations described for the Proposed Solution apply to Alternative Option 1. A similar implementation timeline for the enforcement of the existing regulation is recommended, due to the need for IC&I operations and commercial haulers to plan and prepare for the enforcement of the regulation.

Staff recommend maintaining the proposed $14,160 for communication and education for the 2026-2030 Financial Plan for the pre-implementation and grace periods that would apply for enforcement of the existing regulation. The budget for this would be the same as the proposed solution: Service A102 Resource Recoveries.

Alternative Option 2:
It is expected that the deferral of targeted regulation for IC&I organic waste generators will result in continued, very low participation in SSO recycling, and therefore diversion from landfills. Without the broad and fulsome participation of the IC&I sector in SSO diversion initiatives, RDCK landfills will continue to receive this material, reducing landfill capacity and contributing to the generation of methane and leachate.

Continued low participation from the sector will contribute to the high processing costs of the RDCK composting facilities due to under-capacity facility operations. The current subsidization of tipping fees in the absence of regulation will maintain the tax-based subsidy rates and transfers currently in place for Service A119 East Compost, and Service A120 Central/West Compost.

5.2 Risks with the Alternative Solution(s)

Alternative Solution 1:
The Recyclable Materials section of the Bylaw does not typically result in selective enforcement and application of surcharges or fees for specific sectors and generators. Staff are concerned that the use of the existing regulation to target commercial organic waste generators may be viewed as inconsistent with the intention of the bylaw, which is to encourage source separation of recyclable materials across sectors. For example, currently, multi-family residential waste is not the intention of the proposed regulation. However, as this waste is included in the IC&I sector, it may pose challenges and create inconsistencies for site-staff and operators to determine when, how, and for whom to apply the existing surcharges for landfilling Recyclable Materials. Explicit definitions and targets will reduce uncertainty in the application of the regulations.

Alternative Solution 2:
Deferral of a decision on the proposed solution would delay IC&I sector organic waste diversion at scale in the RDCK. The lack of voluntary participation within the context of incentives is evidence that regulation is a required catalyst for changing the waste management practices of this sector. The delay in diversion would contribute to the ongoing landfilling of IC&I compostable organic waste.

5.3 Resource Allocation and Workplan Impact

Alternative Solution 1:

The impacts to work plans and resource allocation will be similar for this alternative solution as with the proposed solution. A specific bylaw amendment would not be required for this option; however, an equal amount of training and preparation would be required for site and office staff to effectively begin the enforcement of this regulatory tool. In the longer term, it is expected that new definitions and fee structures for specific sectors will eventually be developed. Therefore, any reduction in immediate resource allocation or work requirements from this solution would need to occur in the future.

Alternate Solution 2:

The deferral of the decision would create a directive for staff to continue advocating for participation in SSO recycling through voluntary measures. Expanding the promotion of voluntary SSO recycling in and around the communities of Creston, Castlegar, Nelson, and Salmo would require significant staff time, without certainty of the effectiveness of this work. Further resources to support businesses in these communities are expected, including an expansion of the rebate program currently available to businesses in the Nelson area.

5.4 Public Benefit and Stakeholder Engagement of Alternative Solution(s)

Alternative Solution 1:

Stakeholder/public engagement will follow the same implementation timelines as presented in the regulatory framework within the proposed solution. The public benefits to the selective enforcement of the existing regulation for IC&I organic waste are similar to the proposed solution, but as the enforcement threshold for this solution is higher, this solution is seen as less effective at diverting organics, and therefore the public benefit of diverting organics from the landfills would be slightly reduced.

Alternative Solution 2:

Deferral would allow for additional time to engage stakeholders and the public to provide information and deliver promotion of voluntary SSO recycling. The lack of diversion due to reliance on incentives and voluntary participation continues the practice of landfilling IC&I organic waste and the associated issues. It is not believed to be in the public benefit to defer the decision to regulate IC&I organic waste disposal.

5.5 Measuring Success

Alternative Solution 1:

The effectiveness of the proposed solution will be assessed through tracking participation in SSO recycling by IC&I organic waste generators. Data will be collected to measure organic waste tonnage arriving at transfer stations and compost facilities. Site staff, haulers and IC&I operations will be encouraged to provide feedback, which will support the successful implementation and enforcement of the recyclable materials regulation within the Bylaw.

Alternative Solution 2:

Deferral is not considered an effective method of achieving the objectives of increased IC&I participation in SSO recycling. Participation will continue to be measured through incoming organic waste tonnage from the IC&I sector, and the use of the subsidized tipping fee by haulers and self-hauled IC&I organic waste customers. Additionally, uptake in the existing rebate program will be tracked. It is expected that deferral will result in status-quo rates of diversion until regulation is developed, implemented, and enforced.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

A full prohibition (ban) for the disposal of organic waste at RDCK landfills was considered but is not presented as a viable option. A full ban on organic waste disposal for the IC&I sector may enable broader compliance and simplified enforcement of the regulations. However, removing the option of disposal of this material at RDCK facilities is not viewed as practical due to the lack of alternative disposal facilities and services in the region. Should an IC&I operation be willing to pay the variable fee and require immediate disposal of organic waste within a load of mixed waste, it is reasonable to accept that material at RDCK landfills and transfer stations. Additionally, the proposed threshold and targets are intended to allow for operations to access affordable SSO recycling services. An operation that has less than 5% organic waste by volume may not be able to achieve any reduction in mixed waste services and therefore cost savings or neutrality. The proposed regulation targets larger generators of IC&I organic waste within the context of pricing subsidies to create a disposal environment of affordable participation and expensive non-compliance. A full ban may not allow for these intentions to be realized and therefore is not presented as an option.

7.0 OPTIONS SUMMARY

Recommendation 1: Industrial, Commercial, and Institutional Organic Waste Disposal Regulation

Option 1.1:

Recommendation:

That the Board direct staff to implement the regulatory framework as presented for Industrial, Commercial, and Institutional organic waste disposal at the Ootischenia Landfill, Creston Landfill, Grohman Narrows Transfer Station, and Central (Salmo) Transfer Station and return with the new definitions and fee structures for the next general update to the RDCK Resource Recovery Facilities Regulatory Bylaw No 2961, 2025.

Option 1.2:

Recommendation:

That the Board directs staff to implement the enforcement of the existing Recyclable Materials regulation based on the regulatory framework timelines presented, and that the target of this enforcement be IC&I generators of organic waste.

Option 1.3:

Recommendation:

That the Board directs staff to defer the implementation of any regulation or enforcement for IC&I organic waste disposal.

Recommendation 2: RDCK Facilities Organics Diversion:

Option 2.1:

Recommendation:

That the Board direct RDCK operated offices and facilities within the municipalities of Nelson, Castlegar, Salmo, and Creston that generate organic waste to begin preparing to participate in source separated organics recycling in 2026 coinciding with the proposed implementation timeline for the Industrial, Commercial and Institutional Organic Waste Disposal Regulation, including budgeting, procurement, and when needed, updating waste hauling services contracts to include commercial source separated organic waste collection.

Option 2.2:

Recommendation:

That the Board direct RDCK operated offices and facilities within the municipalities of Nelson, Castlegar, Salmo, and Creston that generate organic waste to defer the preparation and planning of source separated organics recycling until 2027, coinciding with budget preparations for the 2027 – 2031 Financial Plan.

8.0 RECOMMENDATION

RECOMMENDATION 1 – Industrial, Commercial, and Institutional Organic Waste Disposal Regulation

That the Board direct staff to implement the regulatory framework as presented for Industrial, Commercial, and Institutional organic waste disposal at the Ootischenia Landfill, Creston Landfill, Grohman Narrows Transfer Station, and Central (Salmo) Transfer Station and return with the new definitions and fee structures for the next general update to the RDCK Resource Recovery Facilities Regulatory Bylaw No 2961, 2025.

RECOMMENDATION 2 – RDCK Facilities Organics Diversion:

That the Board direct RDCK operated offices and facilities within the municipalities of Nelson, Castlegar, Salmo, and Creston that generate organic waste to begin preparing to participate in source separated organics recycling in 2026 coinciding with the proposed implementation timeline for the Industrial, Commercial and Institutional Organic Waste Disposal Regulation, including budgeting, procurement, and when needed, updating waste hauling services contracts to include commercial source separated organic waste collection.

Respectfully submitted,
Matt Morrison, Organics Coordinator

CONCURRENCE

Amy Wilson – Resource Recovery Manager
Uli Wolf – General Manager of Environmental Services
Stuart Horn – Chief Administrative Officer

ATTACHMENTS:

Attachment A – Commercial Organic Waste Diversion Regulatory Tools Review & Options Assessment. Jeff Ainge and Associates.
Attachment B – Example of a Typical Load of Mixed Waste containing IC&I Organic Waste landfilled by an IC&I Organic Waste Generator at the Creston Landfill.

Jeff Ainge & Associates Inc.
ENVIRONMENTAL CONSULTANTS

TECHNICAL MEMORANDUM

TO: Matt Morrison, Organics Coordinator
Regional District of Central Kootenay

DATE: July 3, 2025
ISSUED FOR REVIEW

FROM: Jeff Ainge
Jeff Ainge & Associates Inc.

PROJECT: Commercial Organic Waste Diversion

SUBJECT: Commercial Organic Waste Diversion Regulatory Tools Review & Options

1. Introduction

In August 2021, the Regional District of Central Kootenay (RDCK) Board approved the Resource Recovery Plan (RRP) which was approved by the Province February 8, 2023. Incorporated in the RRP were goals and strategies to implement a robust organic waste diversion program that would reduce the RDCK disposal rate, save landfill space and reduce GHG emissions.

Section 4.2.6 of the RRP (page 37) asserted that participation in organic waste diversion by the Institutional-Commercial-Industrial sector (ICI) was expected to be voluntary.

The Plan expands on this indicating ICI organic waste generators include all businesses and institutions that generate food waste, with the largest generators being grocers, restaurants, food and beverage manufacturers, institutions with kitchens, and caterers. Using variable tipping fees and targeted communications, RDCK will encourage commercial waste haulers and generators to establish collection services for source-separated food waste (including food-soiled unlined and unwaxed paper and cardboard) that can be delivered to organic waste receiving facilities.

In areas where ICI organic waste collection services are well-established, the RDCK will assess the level of ICI participation in organic waste diversion. If participation levels are low, RDCK will consider options to increase participation, including:

- A disposal restriction on ICI organic waste,
- Municipal requirement to source-separate organic waste at ICI locations,
- An increased price variable between the garbage and organic waste tipping fees,
- More promotion and education targeting the ICI sector, and
- Establishment of a service to link food waste generators to potential users.

The focus of this memo will be a review of organic waste diversion efforts to date for food waste generated and disposed of by the “commercial” sector, a review and update on available regulatory tools in the province for preventing the disposal of organic waste from commercial sources, and recommendations to strengthen the diversion of organic waste from the ICI sector.

2. Context – Commercial Organic Waste Diversion Efforts to Date

Food waste generated by the commercial sector includes businesses and institutions with the largest generators being grocers, restaurants, food and beverage manufacturers, institutions with kitchens, and caterers.

Under the Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025 (the Bylaw), the RDCK currently uses variable tipping fees to encourage diversion. This is a carrot and stick approach.

The current tipping fee structure provides a significant financial incentive (the "carrot") to divert many waste materials, including organic wastes from landfilling. Mixed waste is charged at $166.50 per tonne and organic waste is charged $106.50 per tonne. Additionally, a 1-year, commercial-sector specific pilot tipping fee of $55/tonne was introduced in January 2025 for source separated organic waste to create additional incentive.

The current Bylaw does not restrict or prohibit non-separated materials from disposal at landfill. If the generator is willing to pay the non-separated rate, then the material goes into the landfill.

According to the Bylaw, the charge for Mixed Waste loads containing more than 10% Recyclable Materials (e.g. Organic Waste) is double the Mixed Waste rate (the "stick").

The bylaw also is non-specific on where the wastes originate; there are no waste generator or sector specific definitions. For the stick to be effective, commercial generators and haulers need to know that there will be a level of inspection and enforcement for in-bound loads, with follow up communication, education, and when required, a financial penalty (the higher variable tipping fee) levied on non-compliant loads.

To-date, the existing variable tipping fee for Mixed Waste loads containing more than 10% organic waste has not been applied. Loads are currently not inspected for this type of contamination, and information has not been provided to haulers or generators that the bylaw will be enforced. This is largely due to the lack of sector specific definitions, and inspection and enforcement capacity within the Resource Recovery department.

Despite the efforts to date, the commercial sector has not taken up the opportunities to divert their organics waste at the levels desired by the RDCK. The 2017 Organic Waste Diversion Strategy (OWDS) prepared for the RDCK estimated that measures to encourage diversion of food waste by the commercial sector would divert 30 kg per capita per year in municipal areas. A total annual, regional diversion estimate of 1,090 tonnes was calculated for commercially generated organics. Staff advise that as at the time of this memorandum being prepared, only two business in Nelson have signed on for the discounted tipping fee project and retained a hauler to collect their separated organic waste. Those two businesses share a 1-yard bin, which is collected weekly.

3. A Review of Regulatory Tools

The commercial organic diversion directions contained within the RRP relied primarily on voluntary participation, with the RDCK effectively encouraging participation by offering a carrot (lower and subsidized tipping fees, container rebates, and technical support) and a stick (a higher variable tipping fee) for compliance. Based on commercial sector behaviours observed in other BC jurisdictions however, many businesses will only change their waste management handling practices when required to do so through a disposal ban, mandatory source-separation bylaw, or enforcement of variable or variable tipping fees for compliant/non-compliant loads. The experience of only limited uptake of voluntary diversion in the RDCK informs us that a more robust regulation may be necessary.

Regulatory tools available to the RDCK to incentivize more diversion from the commercial sector fall under two categories. These are:

Options available under local service regulatory bylaws, such as the RDCK Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025 which sets out the tipping fees and regulations for municipal solid waste disposal at the RDCK landfills and transfer stations.

Options available under the Environmental Management Act (EMA), such as mandatory waste separation across all sectors, or licensing waste haulers to incentivize recycling and diversion. Previous work completed during the RRP development process (2017-2020) did not explore these tools in any depth.

3.1 Options Under Local Service Regulatory Bylaws

Rather than impose a disposal ban to divert organic waste, the Columbia Shuswap Regional District (CSRD) has established a variable tipping fee model through their respective bylaw to achieve their desired result. This is similar to the approach taken by the Sunshine Coast Regional District (who in addition to having variable tipping fees only accept limited volumes of food waste at a transfer station due to the proximity to a private organics processor), and the RDCK. The CSRD bylaw includes definitions that identify certain waste types and the commercial sector generating those wastes.

Columbia Shuswap Regional District – A Case Study

The following is excerpted with permission from the CSRD Five-Year Plan Effectiveness Review (dated September 15, 2022; authored by Morrison Hershfield Ltd.).

In 2019, the CSRD completed a review of its Tipping Fee Bylaw to support their SWMP objectives and the organics strategy. The Solid Waste Disposal Tipping Fee and Regulation Bylaw No. 5824, 2020 was amended to include new definitions and fees to encourage the separation of recyclable and organic materials from the residual waste stream. Definitions of note with relevance to this memo include:

- "Marketable Waste" means Waste which can be directed to a Provincial Product Stewardship Program, a Regional District program or a commercial market through waste reduction, reuse or recycling opportunities; and

- "Commercial Recyclable Material" means Marketable Waste generated by industrial, commercial or institutional businesses.

This amended bylaw, Bylaw No. 5835, 2021, gives the CSRD the ability to encourage waste generators (including the commercial sector), to divert waste streams when options exist and to impose higher tipping fees if divertible waste is not separated prior to landfill disposal. Organic waste is included within the divertible "marketable waste" definition.

Under the current variable fee structure, loads of waste that do not contain marketable materials are charged a tipping fee of $90 per tonne, while loads that contain marketable materials are charged $270 per tonne.

Like the RDCK, the CSRD manages waste facilities across a large geographic area which have distinct waste catchment areas. In the lead up to charging commercial loads containing food waste a landfill disposal fee of $240/tonne at the Salmon Arm landfill, the CSRD undertook significant outreach and education with

the commercial sector in Salmon Arm when organics diversion became an option. CSRD staff supported business owners to help implement organics diversion driven by the variable tipping fees. The CSRD sent letters to all commercial food waste haulers in Salmon Arm to educate them and their customers on acceptable materials for food waste composting. The haulers were notified that the CSRD will start to perform regular audits of incoming loads to ensure compliance.

In 2021, the CSRD completed a waste characterization study for the Salmon Arm waste catchment with the objective of assessing the effectiveness of the waste diversion initiatives targeting all sectors.

The study compared data from the 2018 waste characterization study with 2021 data and found that commercial garbage had a decrease in food waste from 24.6% to 13.7% between the two study years. CSRD staff indicate that while there are no plans to conduct additional waste characterization studies at this time, they do believe the 2021 data holds true today and that the diversion of organics has not dropped off.

For reference, a comparison of RDCK and CSRD tip fees are shown in Table 1.

Table 1 Tipping fee comparison

Location	Clean MSW/Refuse tip fee	Separated Organics tip fee	Surcharge for organics in load/Mixed Waste tip fee
RDCK	$166.50/tonne	$106.50/tonne	$330.00/tone
CSRD (Salmon Arm landfill)	$90.00/tonne	$120.00/tonne	$270.00/tonne

The CSRD Bylaw and recent amendments can be accessed here:

CSRD Solid Waste Disposal & Tipping Fee Regulation



Elsewhere in the CSRD, the regional district has partnered with a local not-for-profit (Revelstoke Local Food Initiative) to co-fund a staff position to actively promote commercial organics diversion from businesses within the City of Revelstoke. Businesses that commit to diverting their organics can promote their community spirit and support for the environment by displaying the decal in a prominent location such as the entrance, a front window, or near the customer service counter.

The effectiveness of using variable tipping fees to drive diversion relies on communication, education, compliance, and consistent enforcement. Staff at the CSRD reiterated the need for landfill operations staff to inspect in-bound loads at the scale or tipping face as being crucial for this model to work.

Disposal Bans

To encourage source-separation and diversion, many regional districts and municipalities implement disposal bans on recyclable and compostable materials. The difference between a variable rate tipping fee structure, and a disposal ban is that the waste is actually banned or restricted from disposal instead of simply costing more. This lets the hauler deliver the message to the generator that they cannot accept their waste for collection. If another hauler accepts the waste, they will be subject to a surcharge and could

be banned from access to the landfill site or transfer station. In this situation, a disposal ban, or even banning of access to the disposal site is the more extreme end of available regulation.

The approaches to enforcing disposal bans have evolved over the last decade as regional districts have gained more experience with this policy tool. Enforcement is only one component of an integrated approach to implementing a disposal ban. As with the tipping fee models discussed above, collaboration with waste haulers and generators is essential not only during the development of a disposal ban but also during implementation.

3.2 Options Under the Environmental Management Act

The Environmental Management Act (EMA) regulates industrial and municipal waste discharge, and Part 3 of the EMA deals with municipal waste management. The EMA requires that a regional district must develop a solid waste management plan (SWMP) that benefits the entire region, such as the RDCK has done with the 2021 Resource Recovery Plan.

The EMA enables a regional district with an approved Solid Waste Management Plan (in the case of the RDCK, its RRP) to specify operating requirements and set fees from owners of privately or municipally owned sites or facilities storing recyclable material or managing municipal solid waste. This section of the EMA also allows regional districts to require owners or operators of a site or a hauler to hold a recycler license, a waste stream management license, or a hauler license, or comply with a code of practice.

A waste stream management licensing system can be used by regional districts to regulate their local solid waste industry by achieving operational and administrative control over facilities and haulers managing recyclable material and municipal solid waste in their region.

The EMA also enables a regional district to use a regulatory tool, typically referred to as flow control to discourage the flow of municipal solid waste generated within their plan area to other regional districts. The use of this regulatory tool would need to be included in the RRP and the authority would require approval by the Lieutenant Governor in Council.

Under the Local Government Act (LGA), a regional district may establish the service of the regulation, storage and management of municipal solid waste and recyclable material as long as any bylaw is adopted to establish the service is in accordance with EMA. In other words, if a regional district wanted to introduce a bylaw that requires mandatory source separation, the intention to establish the service would need to be in an approved Plan (the RRP) and the bylaws to establish the service would require the approval under both the EMA and LGA.

Very few regional districts have requested the authority to implement regulatory tools such as waste stream management licensing, waste hauler licensing, or mandatory source separation. The following sections provide a high-level overview of these regulatory options and examples from regional districts including Metro Vancouver, and the Regional District of Nanaimo, Cowichan Valley Regional District and the Fraser Valley Regional District.

3.2.1 Waste Stream Management Licensing

For the purposes of implementing an approved SWMP, Section 25 of the EMA contains provisions for regional districts to license solid waste management facilities and haulers. This tool can be used by regional districts to regulate their local solid waste industry by achieving operational and administrative

control over facilities, and haulers managing recyclable material and municipal solid waste in their region. A regional district can issue a waste stream management license (WSML) to the owner or operator of a site that accepts and manages municipal solid waste, and a hauler license to a hauler (when hauler licensing is identified as another regulatory option).

Regional districts may choose to regulate their local solid waste industry for the following reasons:

- To ensure the diversion of recyclable material and to support circular economy opportunities for local recyclers.
- To prevent abandonment of large quantities of solid waste or recyclable material.
- To track the movement of municipal solid waste and recyclable material.
- To assist in determining success in meeting waste reduction goals.
- To establish minimum administrative and operational requirements for facilities.
- To encourage private sector investment in waste management (through the establishment of a level playing field).
- To protect the public interest by managing the flow of municipal solid waste to regional district facilities to ensure financial sustainability.

3.2.2 Mandatory Waste Sorting

The Regional District of Nanaimo (RDN) has set out an ambitious ten-year plan to manage municipal solid waste and recyclables in its 2019 SWMP, with a waste disposal target of 109 kg per person going to landfill. To achieve that goal, two new bylaws have been created with an emphasis on encouraging and increasing waste: “Mandatory Waste Source Separation” and “Waste Hauler Licensing”.

The RDN has recently been granted (in 2024) the authority to enact the Mandatory Waste Source Separation bylaw which requires the use of separated garbage, recycling and organics bins in all sectors to divert waste from the landfill.

Single family homes throughout the region have had three-stream (recycling, organics, garbage) collection in place for 15 years. Mandatory Waste Source Separation will now require this for multi-family, commercial, institutional and industrial properties through the region.

The Mandatory Waste Source Separation Bylaw (Bylaw No. 1812, 2024) was implemented January 1, 2025, with residents and businesses having six months to become compliant with the bylaw. All ICI and Multi-Family buildings will need to have a system to separate their waste into organics, recycling, and garbage containers for collection. Collection can be done by an RDN Licensed Hauler, or businesses could make their own arrangements. The RDN undertook cost impact analysis prior to developing the bylaw. The average cost for a three-stream service is almost double that of a single stream service. They projected that the regulation would initially increase the cost of waste collection compared to current user rates for disposal. However, as collection fees are dependent upon material type, the RDN expects that separating materials into three streams would result in lower user fees, and will simultaneously result in more diversion of recyclable and compostable materials from the landfill.

The RDN highlighted that the Mandatory Waste Source Separation bylaw supports the competitive system of private waste haulers providing recycling and composting services to ICI and Multi-Family buildings. As

more clients expand their current service to include collection of food waste and recycling, more competitive user rates are expected as a result.

The Fraser Valley Regional District (FVRD) has a waste sorting bylaw, which is similar to the RDN's Mandatory Waste Source Separation Bylaw. Bylaw No. 1478 (2018) applies to all owners or occupiers of residential, commercial, industrial and institutional properties in the FVRD. The bylaw requires that all recyclable and compostable material be sorted out of the garbage, kept separate, and delivered to appropriate waste processing or disposal facilities.

3.2.3 Waste Hauler Licensing

Going hand-in-hand with the new Mandatory Waste Sorting bylaw, the RDN has developed a Waste Hauler Licensing Bylaw (Bylaw No. 1813, 2024) to promote the "business of diversion" and foster industry innovation to achieve the lowest system cost with the highest waste diversion.

Through the Waste Hauler Licensing Bylaw, the RDN has established a new financial model that allows the waste industry to be more profitable if they divert waste rather than dispose of it. The WHL Bylaw works in two ways. First, it allows the RDN to give licensed haulers a discounted tipping rate at the Regional Landfill for waste that is free of recyclable or compostable materials. This will encourage the flow of waste from generators to the private waste and recycling industry—instead of to the landfill.

Second, the bylaw introduces a disposal levy for waste landfilled or incinerated in or out of the region. This will encourage waste reduction by making it more profitable to divert waste than to dispose it. This model will also provide reliable tracking of waste diversion/disposal and has the economic benefit of growing the local waste industry. The disposal levy is not applied to material that is recycled or composted.

The RDN anticipates that these savings in tipping fees charged to haulers will be passed on to their customers – incentivizing both generator and hauler to separate their waste.

Implementing new bylaws and licensing requirements, such as the three outlined above, require considerable stakeholder engagement and consultation during their formation, inclusion in the region's solid waste management plan (RRP), and if pursued and implemented require a great deal of administrative and front-end support. They also are more applicable to regions with competing haulers and private recycling and compost processing facilities. They are not available to the RDCK (nor recommended for the RDCK) at this time because the intention to establish any of them was not included in the 2021 RRP.

4. Regulatory Considerations for the RDCK

The preceding information provided a review of regulatory tools and approaches available to the RDCK to increase the capture and diversion of organic waste from the region's landfills. The most appropriate tools for the RDCK to consider are those available within Local Service Regulatory Bylaws such as the RDCK Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025 which sets out the tipping fees and regulations for municipal solid waste disposal at the RDCK landfills and transfer stations. Additionally, waste collection bylaws enacted by member municipalities are also local service regulatory options.

As discussed in both the OWDS and RRP documents, disposal bans are a proven and low-cost policy tool that maximizes food waste diversion from the commercial sector and creates a level playing field (i.e. all businesses need to participate in best practices for waste management). Stakeholder feedback may not

always be entirely supportive of bans as a tool to drive commercial participation in organic waste diversion, however voluntary participation in diverting organic waste has not been successful.

If implementing an organic waste disposal ban for the commercial sector, it will be important for the RDCK and waste haulers to be transparent regarding the financial implications of organic waste diversion. Although tipping fees for organic waste are significantly lower than those for garbage, depending on the size of the business and the proportion of their garbage that is organic waste, the cost of an additional collection service may increase the overall waste management costs from some businesses. Effective communication of the RDCK's intentions associated with organic waste and its implications will be required to ensure the support of the commercial sector.

The RDCK itself has been reluctant to impose a disposal ban to keep organics from disposal in the landfill, however this is likely the most effective tool in its toolbox. If establishing a disposal ban is not supported, the next most effective tool will be to strengthen the definitions and targeted generators within the bylaw/s and to review the variable tipping fees charged for the different material types, similar to the CSRD model discussed above, and to provide means for consistent enforcement. In effect, wield a stronger stick to reinforce the carrot.

Recommended approaches

The preferred approach of the RRP for the commercial sector to voluntarily participate in organics diversion, with communications support provided by RDCK staff, has received only limited success. Because an outright ban has not been supported, the following approach is recommended.

1. Maintain the Variable Tipping Fee model to identify the materials (e.g., commercial organic waste) to be source separated and diverted.
2. Consider the CSRD fee structure with fees for "clean loads" of refuse, organic waste from commercial generators, and mixed loads (containing a greater than defined percentage of divertible material).
3. Amend the Bylaw to include new definitions that identify the waste generators/sectors and divertible waste types, based on the CSRD model.
4. Employ a phased approach, such as that shown in Figure 1, which includes a realistic timeline to implement the new regulation. This process could take six months to a year from inception to application.



Figure 1 Suggested Phases to Implement Targeted Diversion

5. Identify the target generators.
    - Obtain the list of all food handling businesses and institutions within the catchment area/s from the Interior Health Authority. Use this to generate a data base of food waste generators.

6. Consult with the generators.

    - Utilizing the database of generators, communicate with them directly to educate them on the need for, and benefits of, organics diversion. Create a communications plan to involve the generators as the RDCK advances on the path of requiring commercial organic diversion. Work directly with them to identify real and perceived barriers to participating in organics diversion.

7. Urban focus to start.

    - Commercial organic waste diversion will primarily be from within municipal boundaries. There are challenges with the RDCK dispersed population, but limited hauling options work to RDCK advantage – able to create relationships with generators and haulers and work directly with them.

    - The three municipalities of Nelson, Castlegar, and Creston each have residential food waste diversion programs in place. Leverage the "in-home" behaviours to normalize the "at-work" and "out-of-home" behaviour. Consider extending the diversion requirements further afield where it makes sense for larger generators whose waste already comes to one of the four organics receiving locations.

    - The initial focus would be to apply the regulatory tools only to areas that are within the hauling catchment of the RDCK facilities accepting source separated organics. Currently these are Grohman Narrows Transfer Station, Central Landfill at Salmo, Ootischenia Landfill, and Creston Landfill.

8. Work with the hauling community.

    - Include the haulers in consultations and implementation scheduling. Ask haulers for input on the implementation schedule for any proposed bylaw changes associated with commercial organic waste diversion.

    - Ensure that haulers are informed well in advance of the changes to compliance and enforcement of commercial organic waste diversion so that they prepare their collection services and inform their customers accordingly.

9. Support mechanisms.

    - Face to face communication may be required for continuity and consistency of delivering the information to the target audiences of both generators and haulers. Reliance on printed, mailed, or social media approaches to communicate the messages may not reach the audience, or may get lost in the myriads of other communications a business is receiving.

    - Work with Chambers of Commerce and/or go to the source to explain what is happening, why it is happening, how the RDCK can help, what is expected of generators and haulers, reference other locations where this is the business norm. Explain the intended compliance and enforcement measures to be used by the RDCK – and then be consistent in applying them.

    - Maintain the database of commercial food waste generators so as to be able to more effectively communicate with affected stakeholders and respond to questions and issues raised by haulers and generators.

- Support the "early adopters" and leverage their support and positive experiences; encourage them to be ambassadors who can demystify and normalize organics diversion amongst their peers.

10. Recognize the potential for financial hardship with the cost of extra bins and pick-ups.

    - Consider working with haulers to analyses the typical costs for "normal" service, the costs for "increased" service, and the potential cost savings for "compliance".

11. Employ a progressive enforcement continuum; collaborate, educate, regulate, then enforce.

    - As with any regulation, there will be a requirement for consistency in the messaging and the enforcing. Resources will be required at the receiving sites to inspect in-bound loads and to record the need for follow up actions. The need for communications will be continuous – to haulers and to the generators.

5. Summary

The RDCK wishes to divert organic waste generated by the commercial sector from landfill. To date, efforts to encourage this have relied on the use of variable tipping fees (carrot and stick) and voluntary participation. Support has been provided which includes, communications, technical support, and financial incentives however, uptake has been very low.

This Technical Memorandum reviewed various regulatory tools with which Regional Districts can enforce diversion of recyclable materials from disposal in the landfill. A number of tools, such as a mandatory waste separation bylaw, are not available to the RDCK because they were not included in the 2021 Resource Recovery Plan. Indeed, very few regional districts in the Province have pursued such tools.

An outright ban on the disposal of commercially generated organic waste has not been supported by the RDCK. In light of this, it is recommended that the RDCK strengthens its bylaw to include definitions of the sectors it wants to target (in this instance the commercial generators of organic waste), and the targeted waste to divert from disposal (the commercial organic waste). Resourcing would be required to develop the generator database, to prepare and implement a communications plan and the associated materials, and to set compliance and enforcement measures in place at the receiving sites. A series of steps have been suggested to support the RDCK in applying this approach.

ATTACHMENT B









Committee Report

August 20, 2025

Award of Waste Transfer Services for Slocan, Rosebery, and Nakusp Transfer Stations

Author: Heidi Bench, Resource Recovery Projects Advisor
File Reference: 06_2230_10_2024_2024-092-ENV
Electoral Area/Municipality: WEST SUB-REGION
Services Impacted Refuse Disposal - West Subregion Service S188

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with GFL Environmental Inc. for waste transfer services from Slocan, Rosebery, and Nakusp transfer stations not to exceed annual value of $393,875 plus GST, with annual adjustments as prescribed in the Services Agreement, for the period of October 1, 2025 till September 30, 2028, with up to two (2) one-year extensions, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Refuse Disposal - West Subregion Service S188.

2.0 BACKGROUND/HISTORY

The hauling of waste collected at Slocan and Rosebery transfer stations is currently contracted to GFL Environmental Inc (GFL). With the anticipated closure of Nakusp landfill in 2025, most waste materials collected at the new Nakusp transfer station will need to be hauled to Ootischenia landfill as well.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The existing contract, including all available extensions, for waste transfer services from Slocan and Rosebery transfer stations is set to expire on September 30, 2025. To maintain operations at these transfer stations, a new contract needs to be awarded in time for the successful proponent to arrange the delivery of services starting on October 1, 2025.

A Request for Proposals (RFP) for waste hauling from these sites, as well as the Nakusp transfer station upon closure of the Nakusp landfill, was posted to the RDCK website and BC Bid on June 18, 2025. Four (4) valid proposals were received and evaluated by a team of three (3) Staff using the evaluation matrix, included in the RFP, to rank the proposals and propose a solution as described in Section 4 below.

3.1 Alignment to Board Strategic Plan

The procurement and award of this contract aligns with the RDCK's Strategic Objective to manage our assets and service delivery in a fiscally responsible manner.

3.2 Legislative Considerations

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

3.3 What Are the Risks

Not awarding a contract to start at the end of the existing contract for these waste transfer services would lead to inoperability of the Slocan, Rosebery, and Nakusp transfer stations once the bins at these sites are full. This would be frustrating for residents and could lead to an increase in illegal dumping.

4.0 PROPOSED SOLUTION

Staff propose awarding the contract for waste transfer services for Slocan, Rosebery, and Nakusp transfer stations to GFL. In addition to submitting the lowest cost and highest ranked proposal, they have proven in recent years that they have the depth and experience to provide a high level of service to the RDCK. For reference, Table 1 below summarizes the evaluation scores and pricing of the four proponents.

Table 1: Evaluation scores and total annual contract prices of each proponent

Proponent	Evaluation Score	Annual Estimated Price
GFL Environmental Inc.	97	$393,875
Local Industrial Partners Ltd.	73	$605,189
SCV Waste Solutions	62	$897,041
Kays Road Contracting Ltd.	61	$503,704

4.1 Financial Considerations of the Proposed Solution

The 2025 Financial Plan budgets for hauling from Rosebery and Slocan transfer stations were developed based on 2023-2024 hauling invoices. The budget for hauling from the new Nakusp transfer station was developed based on a hauling cost analysis from 2020. Table 2 summarizes the amounts budgeted in Service S188 West Resource Recovery Waste for waste hauling from the Slocan, Rosebery, and Nakusp transfer stations in 2025, with hauling from Nakusp only anticipated to occur for the latter half of the year, and for the full year in 2026.

Table 2: S188 West Resource Recovery Waste Service Hauling Budgets and Proposed Pricing

Work Order	2025 Budget	2026 Budget	GFL Estimated Annual Price
OPR302-100 (NAK Bin Haul)	$63,000	$110,250	Over budget*
OPR307-304 (SLO Bin Haul)	$57,244	$60,106	Within budget*
OPR306-303 (ROS Bin Haul)	$64,014	$67,215	Within budget*
TOTAL	**$184,258**	**$237,571**	**$393,875**

*To maintain alignment with competitive procurement practices, only aggregate pricing can be publicly disclosed.

For the May 12, 2025 West Resource Recovery Committee report "*Addressing Resource Recovery Concerns in the West Sub-Region*," Staff updated the hauling cost analysis based on hauling costs in recent proposals for several contracts across the RDCK, as well as taking into account 2025 material handling changes, such as the landfilling of wood waste. It was identified that the hauling costs for the new Nakusp transfer station would likely be just over $300,000 per year, an increase of about $190,000 from what was estimated in the 2026 Financial Plan based on the old cost analysis. Despite this increase in hauling costs, closure of the Nakusp landfill and hauling of this waste is still significantly more cost effective than continued operation of this landfill (Attachment A, Table 2).

The 2025 Financial Plan includes sufficient budget for GFL's proposed hauling costs for Slocan and Rosebery transfer stations, however for Nakusp, this will depend on when closure of the Nakusp landfill occurs and hauling from the transfer station begins. GFL's proposed annual price for the Nakusp hauling was competitive, coming in below the $300,000 estimated in staff's 2025 hauling cost analysis, but above the amount estimated in the 2020 hauling cost analysis that was used for the development of the current Financial Plan. Once hauling begins and 2025 hauling costs for this site can be estimated, staff will request a financial plan amendment, if required. The budget for Work Order OPR302-100 will be adjusted in the 2026 Financial Plan to account for the updated costs for the hauling from Nakusp.

4.2 Risks with the Proposed Solution

GFL is experienced in providing waste hauling services at two of the three subject facilities since 2021 and has proven their ability to overcome operational challenges that were experienced early on in this contract. Based on this, risks associated with the proposed solution are considered lower than the next potentially viable option, as discussed in Section 6 of this report.

4.3 Resource Allocation and Workplan Impact

Ongoing oversight of this contract and hauling operations will continue to be overseen by the Resource Recovery Operations Supervisor, with operational support from the West sub-region Field Supervisor. No changes to staff work plans are required.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

No stakeholder engagement is required. The continuation of waste hauling services as a result of this contract will benefit the public by keeping transfer stations operational.

4.5 Leveraging Technology

RDCK site operations staff currently use the ConnectTeams app to report bin status. Currently, GFL receives these reports directly through the app. Their familiarity with this technology has helped to maximize hauling efficiency.

4.5 Measuring Success

As discussed above, the 2026 Financial Plan will be adjusted to account for the increased budget needed for Nakusp. Assuming waste tonnages don't significantly increase, success will be measured by whether the hauling activities occur within budget.

5.0 ALTERNATIVE SOLUTION(S)

No alternative solutions are proposed.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

Due to rising costs seen in other RDCK hauling procurements, in 2024 Staff conducted a costing analysis to evaluate and compare the costs of bringing waste transfer services in-house versus contracting this service out. Based on this analysis, the cost to bring the delivery of these services in-house was approximately $502,000 annually. While this was lower than the annual cost proposed by the other three proponents for this RFP, it is still significantly higher than the annual cost proposed by GFL. Additionally, it would require some capital investment by the RDCK that is not in the current financial plan and would be difficult to achieve within the necessary timeline to maintain consistency in these services.

7.0 RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with GFL Environmental Inc. for waste transfer services from Slocan, Rosebery, and Nakusp transfer stations not to exceed an annual value of $393,875 plus GST, with annual adjustments as prescribed in the Services Agreement, for the period of October 1, 2025 till September 30, 2028, with up to two (2) one-year extensions, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Refuse Disposal - West Subregion Service S188.

Respectfully submitted,
Heidi Bench – Resource Recovery Projects Advisor

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Corporate Financial Officer – Yev Malloff
Corporate Administrative Officer – Stuart Horn

ATTACHMENTS:
Attachment A – May 12, 2025 West Resource Recovery Committee Report
Attachment B – Draft Service Agreement

Committee Report – For Information

May 12, 2025

Addressing Resource Recovery Concerns in the West Sub-Region

Author:	Heidi Bench, Resource Recovery Projects Advisor
File Reference:	6300_20
Electoral Area/Municipality:	West sub-region
Services Impacted	S188

1.0 PURPOSE OF REPORT

The purpose of this report is to address concerns related to tipping fees at scaled versus non-scaled waste facilities, the closure of the Nakusp landfill, and to discuss how tipping fee revenue from Ootischenia landfill benefits the West sub-region.

2.0 BACKGROUND AND UDPATE

2.1 Tipping fees at scaled versus non-scaled sites

Concerns around the accuracy and fairness of volume-based tipping fees at non-scaled waste facilities in the West sub-region have been brought to staff's attention several times over the past year. The current RDCK tipping fees for solid waste disposal are developed based on the cost recovery objective of operating a user-pay system in which tipping fees cover 100% of the cost to manage most landfilled materials. The 2024 System Efficiency Study used units of cost per tonne to identify the current cost to manage materials, and therefore recommended tipping fees as a result of this study were based on weight as well.

To determine the volume based tipping fees, a conversion value must be used. Conversion values are generally based on the estimated density of materials; however due to variability in waste load composition and compaction, and therefore density, no conversion value will ever be accurate 100% of the time. Staff strive to ensure that the conversion values used to develop the volume-based tipping fees are as accurate as possible and review these periodically. A thorough review of these conversion values was completed at the end of 2024, using RDCK data from Strong and publicly available waste density data from across several other provincial and international jurisdictions for comparison.

The current RDCK tipping fees for mixed waste use a conversion value of 0.24 tonnes/m^3. Publicly available waste data from across North America shows that other jurisdictions assumed density of mixed waste ranges from 0.16 to 0.25 tonnes/m^3, with an average density of 0.2 tonnes/m^3. The RDCK value is higher than average, but falls within this range.

To estimate the actual density of mixed waste being collected at the RDCK's non-scaled sites, Staff used the tonnage of mixed waste transferred from non-scaled sites (Slocan and Rosebery) that was measured upon

crossing the scales at Ootischenia and Nakusp landfills in 2024. The estimated tonnage of materials other than volume-based mixed waste that ends up in these bins (containers of mixed waste, CDR waste, and noxious weeds) was subtracted from this tonnage. The resulting calculated tonnage of mixed waste received at the non-scaled sites was then divided into the volume of waste recorded at the non-scaled sites in 2024. Table 1 summarizes the values used in these calculations and the resulting average density of mixed waste received at these facilities.

Table 1: Calculated average density of mixed waste (MW) at non-scaled facilities[1]

	Units	ROSEBERY	SLOCAN
Scale weight of MW transferred to landfills	tonnes	339.1	382.7
Estimated tonnage MW (containers)	tonnes	(28.1)	(60.7)
Estimated tonnage CDR waste	tonnes	(0)	(0.4)
Estimated tonnage noxious weeds	tonnes	(1.3)	(0.5)
Calculated tonnage MW	tonnes	309.7	321.2
Volume of MW recorded	m^3	1,548	1,337
Average density of MW	**tonnes/m^3**	**0.20**	**0.24**

[1] Note that this analysis was based only on data from Rosebery and Slocan transfer stations, as Edgewood and Burton are operated by a third party and waste data from these facilities is not recorded in Strong.

This analysis could not be completed for the Central sub-region due to the fact that much of the waste collected at the non-scaled facilities in this sub-region gets amalgamated at Grohman to maximize hauling efficiency, before being transferred to Ootischenia. A similar analysis was completed for the non-scaled facilities in the East sub-region resulting in an average mixed waste density of 0.49 tonnes/m^3; however upon further analysis and discussion with Field Supervisors, Staff have determined that this value is artificially high due to site staff errors. Field supervisors will be re-training site staff and auditing volume estimation methods across the RDCK in 2025 to ensure consistency and accuracy in determining waste load sizes across the region.

The jurisdictional scan and the calculated values for the density of mixed waste collected at Slocan and Rosebery in 2024 indicate that the assumed density of 0.24 tonnes/m^3 used to calculate the RDCK volume tipping fee for mixed waste is reasonable and accurate.

2.2 Closure of the Nakusp landfill

The consolidation of landfills across the RDCK was recommended as part of a Detailed Systems Review completed by SNC Lavalin in 2009, and became part of the 2010 Resource Recovery Plan. In 2016, the Landfill Criteria for Municipal Solid Waste (the Criteria) were updated. Existing landfill operations were grandfathered in, but any footprint expansions now require the installation of an engineered liner and leachate management system. While the Nakusp landfill site has the space to expand the landfill and continue accepting waste, the current footprint is expected to be at capacity as of this summer, meaning that any further filling would require substantial site development. The financial investment required for the landfill to operate in compliance with the Criteria has been assessed and it was determined that the increase in taxation that would be required to support this is not economical based on the size of the community that uses the landfill. Additional analysis was completed as part of the development of the 2021 Resource Recovery Plan, which maintained the plan for the closure of the Nakusp landfill once the existing footprint reaches capacity and for Ootischenia landfill to continue to be developed as the regional landfill.

To address continued concern voiced by Directors around the financial and environmental impacts of this closure, staff completed some high level analyses to communicate the impact of continuing operation of the Nakusp landfill compared to its closure and hauling of waste to Ootischenia landfill.

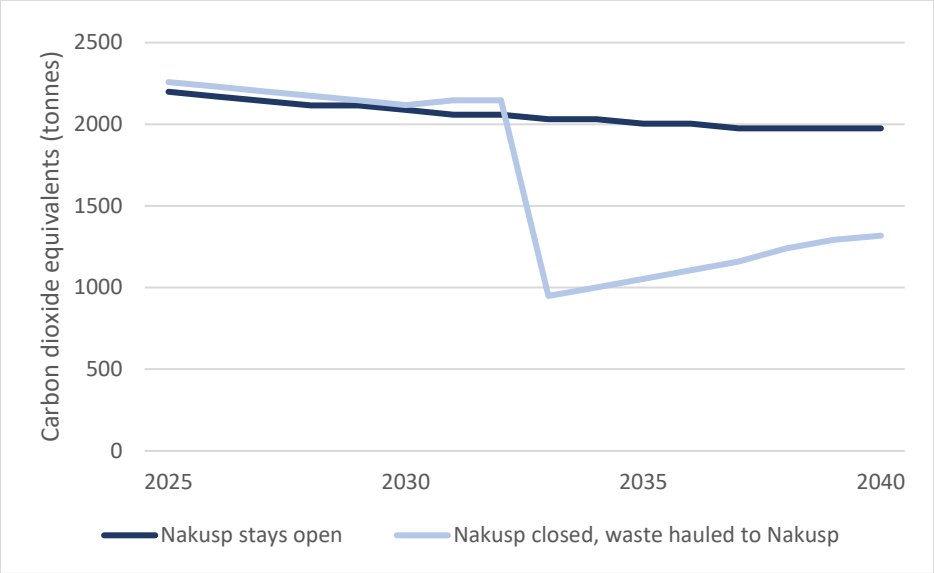
Table 2 summarizes the 2024 annual facility operating cost, the estimated annual cost if the landfill were to continue operating with the developments required to maintain compliance with the Criteria, and the estimated annual costs going forward with the plan to close the landfill and haul waste to Ootischenia. This high level analysis indicates that to continue operating the landfill would likely cost approximately $350,000 more per year than the closing the landfill and hauling the waste to Ootischenia.

Table 2: Nakusp facility cost comparison

Facility	Staffing	Operating	Administrative	Hauling	Total Facility Cost
Nakusp landfill (2024)	$ 68,749	$ 366,630	$ 335,401	-	**$ 770,780**
Nakusp landfill (future)	$ 51,562	$ 627,629	$ 345,463	-	**$ 1,024,654**
Nakusp transfer station	$ 51,562	$ 100,000	$ 215,615	$ 306,492	**$ 673,669**

To address environmental concerns related to the greenhouse gas (GHG) emissions associated with the hauling of this waste, staff compared the estimated GHG emissions associated with the operation of the Nakusp landfill if it were to remain open, to the emissions associated with the closure and hauling of waste to Ootischenia landfill.

Figure 1: GHG emissions comparison



Methane, emitted by the decomposition of waste in landfills, is significantly more harmful to the environment than carbon dioxide, emitted by the operation of vehicles. For the purpose of this analysis, methane has been converted to carbon dioxide equivalents using the conservative 100-year global warming potential value of 28 (International Panel on Climate Change, 2013). More than 90% of the GHG emissions associated with the management of waste in the Nakusp area are related to waste decomposition in the landfill, while less than 10% are related to transportation and/or equipment operation. As such:

- If the Nakusp landfill were to remain open, emissions associated with landfill operations would likely remain relatively stable, while landfill gas emissions would slowly decline as diversion programs continue to improve.
- Closure of the landfill and hauling of the waste to Ootischenia will result in an initial increase in emissions, followed by a significant decrease in the mid-2030s when Ootischenia landfill is expected to be regulated to manage landfill gas.

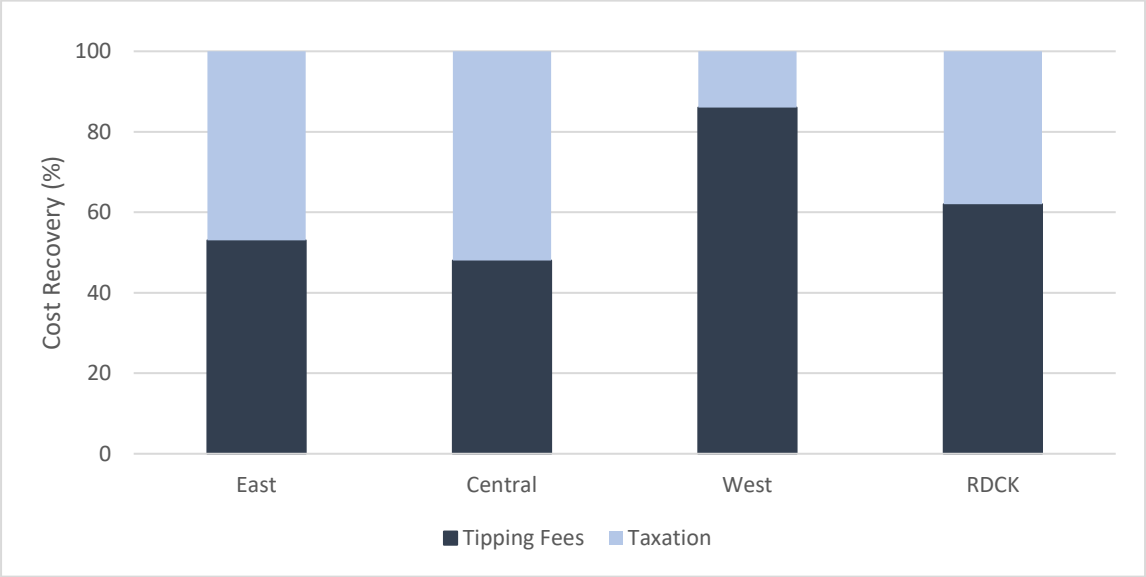
Landfill gas management systems cost several million dollars to implement and are not economically viable at small landfills like Nakusp. Based on the landfill development currently planned at Ootischenia, it is expected that the emissions reduction associated with disposing of Nakusp area waste at Ootischenia landfill will significantly outweigh the small increase in emissions associated with transporting the waste.

2.3 How Ootischenia tipping fee revenue benefits the West sub-region

In recent JRRC meetings and in response to the Regionalization Workshop Survey, several Directors from the West sub-region made statements around taxation in the West sub-region and tipping fee revenue from Ootischenia landfill that reflect misunderstanding of how the system is currently funded. Staff wish to provide more clarity around this to promote well-informed, data-driven decision making.

Figure 2 highlights the variability in tipping fee cost recovery across the three sub-regions in the RDCK (as was presented in the December 11, 2024 JRRC report on tipping fee changes).

Figure 2: Comparison of overall cost recovery by sub-region and for the RDCK as a whole



As indicated in this figure, tipping fee cost recovery is currently much higher in the West sub-region, and as a result, taxation is significantly lower in this sub-region than in the others. The results of the non-scaled tipping fee analysis in the section above and the fact that tipping fees are the same across all sub-regions (with the exception of the container rate for mixed waste), affirm that this variation in tipping fee cost recovery is a not a result of individual residents of the West sub-region paying higher tipping fees for waste disposal than other RDCK residents.

Table 3 summarizes the tipping fee revenue and estimated operating expenses associated with each of the West sub-region waste disposal sites. Ootischenia landfill is the primary source of tipping fee revenue in the West sub-region, collecting just over $3 million in tipping fees in 2024. This accounts for 83% of the tipping fee revenue collected in the West sub-region, and is significantly higher than the landfill's operating expenses in that same year, indicating that the revenue collected at Ootischenia funds a significant portion of services in the West sub-region in addition to the landfill itself. If this landfill were separated from the West sub-region into a standalone service, as several Directors have recently suggested, the West sub-region would see a substantial decrease in tipping fee revenue, which would result in significantly increased taxation.

Table 3: Summary of 2024 tipping fee revenue and operating expenses in the West sub-region

Facility	Tipping Fee Revenue	% of Tipping Fee Revenue	Operating Expenses[1]	Surplus or Deficit
Ootischenia landfill	$ 3,043,706	83%	$ 1,870,423	$ 1,173,283
Nakusp landfill	$ 392,044	10.7%	$ 770,780	-$ 378,736
Slocan transfer station	$ 105,531	2.9%	$ 264,440	-$ 158,909
Rosebery transfer station	$ 86,774	2.4%	$ 150,913	-$ 64,139
Edgewood transfer station	$ 23,079	0.6%	$ 101,435	-$ 78,356
Burton transfer station	$ 15,621	0.4%	$ 85,989	-$ 70,368
Standalone recycling facilities and HHW events	$ -	0%	$ 853,137	-$ 853,137

[1] Does not include capital expenses, borrowing, or contributions to reserves, so this is not reflective of all expenses

Under the current administrative structure, while the Central and West sub-regions share the operating cost of Ootischenia landfill, all revenues collected at the landfill stay within the West sub-region, regardless of where the waste associated with those revenues was generated. This means that tipping fee revenue from wastes generated outside the West sub-region currently count towards the West's tipping fee cost recovery, effectively subsidizing the reliance on taxation in the West sub-region.

The West sub-region facilities are the only receiver of contaminated waste soil in the RDCK west of Kootenay Pass. This material alone generated almost $980,000 in revenue in 2024, equivalent to more than 25% of the total tipping fee revenue in the West sub-region in that year. Almost 85% of these soils were generated outside the RDCK, yet the current administrative structure is such that only the West sub-region benefits from this revenue.

This is an example of how inequalities in the current administrative structure and being the host of the main regional landfill provide the West sub-region with additional tipping fee revenue that is not paid by West sub-region residents. This has helped to keep taxation levels low in the West sub-region compared to the other sub-regions. Other factors that contribute to the higher tipping fee cost recovery in the West compared to other sub-regions include not having to take on the burden of expenses related to the HB Mine Tailings Storage Facility and, even accounting for the upcoming closure of the Nakusp landfill, significantly less hauling compared to the Central sub-region.

3.0 NEXT STEPS AND TIMELINE

3.1 Tipping fees at scaled versus non-scaled sites

Based on the evaluation in Section 2.1, no changes to the mixed waste tipping fee conversion values are recommended at this time. Staff recognize that as waste programs change and/or additional diversion programs are implemented, the composition and average density of mixed waste will also change, and as such, review the conversion values used for not just mixed waste, but for all materials every few years. In addition to this, Field Supervisors will be re-training site staff and auditing volume estimation methods across the RDCK in 2025 to ensure accuracy and consistency in determining volume-based waste load sizes across the region.

If periodic reviews identify that changes in waste management (e.g. organics diversion, wood waste being disposed with mixed waste, etc.) result in a consistent increase or decrease in waste density from the currently used values, conversion values will be adjusted and associated volume-based tipping fee changes will be brought to the JRRC for authorization.

3.2 Closure of the Nakusp landfill

The high-level analyses in Section 2.2 re-affirm that closure of the Nakusp landfill and hauling waste to Ootischenia is more financially and environmentally responsible than operating a landfill in Nakusp. As such, the closure of the Nakusp landfill will continue as planned in 2025. The closure of the landfill does not prevent re-opening in the future (pending status of the operating certificate) if it were ever to become more economical to do so.

3.3 How Ootischenia tipping fee revenue benefits the West sub-region

As described in Section 2.3, as the host of the primary landfill for the West and Central sub-regions, the West sub-region benefits significantly from tipping fee revenues at Ootischenia landfill for materials that are generated outside the West sub-region.

The consolidation of landfills across the RDCK was recommended as part of a Detailed Systems Review completed by SNC Lavalin in 2009, and became part of the 2010 Resource Recovery Plan, in which it was stated:

> *"While the two sub-regions will remain as separate RDCK services through the plan implementation period [2010-2020], it is anticipated that efficiencies realized through ongoing sharing of services will result in eventual amalgamation of the two service areas."*

Over the past decade, operational consolidation of services has been proceeding; however the associated administrative consolidation has not, resulting in inequitable tipping fee revenue distribution in favour of the West sub-region.

Under the current sub-regional administrative structure, a solution would be to implement a tipping fee revenue sharing transfer between the West and Central sub-regions, as the tipping fees generating these revenues are paid by the residents of both of these sub-regions. Alternatively, regionalization, as discussed in the 2021 Resource Recovery Plan and recommended in the 2024 System Efficiency Study, would be an equitable and administratively efficient solution. These options will be discussed further, along with a high level cost-benefit analysis, at the Regionalization Workshop to be held later this year.

Respectfully submitted,
Heidi Bench – Resource Recovery Projects Advisor

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Chief Administrative Officer – Stuart Horn

Services
Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME
Project: Add project name
GL Code: Add account and work order OR see Schedule B

THIS AGREEMENT executed and dated for reference the:

day day of month, year
(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

Agreement Administrator: Add name
Telephone #: Add phone #
Email: Add email

AND

ADD CONTRACTOR NAME
(hereinafter called the **Contractor**)
at the following address:
Add address
City, Province, Postal Code

Agreement Administrator: Add name
Telephone: Add phone #
Email: 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 **[Start Date]** and ending on **[End Date]** (the **Term**). Agreement may be extended up to two (2) times for a one (1) year term upon mutual agreement.

(d) **LOCATION:** The location for delivery of the Services shall be [Location].

(e) **CONTRACT PRICE/RATE:** $[Amount] (excluding GST) at the rates and on the terms set out in Schedules B and C.

(f) **BILLING DATE:** Choose Billing Option.

(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) 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.

INDEMNITY

5 Notwithstanding the provision of any insurance coverage by the RDCK, the Contractor shall 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, the Contractor must provide 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 Contract Price detailed in this Schedule, which security was 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	**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: DESCRIPTION OF SERVICES

The following sections describe the scope of services to haul waste bins (supplied by the RDCK) from the following locations (the Sites):

- From Slocan transfer station to Ootischenia landfill
- From Rosebery transfer station to Ootischenia landfill
- From Nakusp transfer station to Ootischenia landfill
- From Rosebery transfer station to Nakusp transfer station (only specific materials, such as scrap metal, wood waste and yard and garden)

The Contractor will service the Sites by ensuring that full waste bins are replaced with empty waste bins of the same type, and the full waste bins are hauled to the appropriate Site. Waste bins are used to collect mixed waste, as well as potentially clean wood, yard and garden, and scrap metal. The contractor must ensure waste bins are available and set up as tight against the bin wall as is practical while still maintaining bin operability, with security chains and locks unfastened, for use at each transfer station for disposal during normal operating hours. The Contractor is to ensure that all safety gates and railings are securely closed and locked prior to departure from each site.

The Contractor must ensure waste bin capacity for regular volumes of waste expected for the normal operating hours of the Sites and other pre-arranged waste disposals, such as but not limited to, municipal curbside collection in the Villages of Nakusp, New Denver, Silverton, and Slocan. RDCK staff will work with the Contractor to report waste bin capacity and liaise with municipalities with regards to curbside collection schedules.

Nakusp landfill is expected to close in 2025 and will be fully converted to a transfer station. Waste hauling from this site to Ootischenia landfill will not be needed until the landfill is closed.

The Nakusp and Slocan transfer stations are both equipped with two waste compactors with 40 cubic yard bins. The Rosebery transfer station has a one waste compactor with a 40 cubic yard bin. All compactor bins are interchangeable.

All sites use interchangeable 50 cubic yard roll off bins for other materials (wood, metals, bulky/overflow mixed waste, etc.). All waste bins are equipped to be hooklift compatible, and a portion are also cable lift compatible. Waste bins to be hauled by the Contractor may contain garbage, snow, wood, metals, yard and garden waste or other materials as determined by the RDCK. As a condition of hauling the waste bins to the appropriate site, the contractor will be required to unload each bin at the appropriate area of the corresponding landfill as directed by site operations staff.

The Contractor is responsible for adhering to legal road limits as per the Commercial Transport Regulations. RDCK Staff will arrange pickup before bins are completely full, however on occasion instances may occur where the weight of a compactor bin and its contents exceeds 11,200 kgs (estimated maximum capacity of a tridem trailer). If instances occur where the bin is identified as too heavy for a tri-axle, the Contractor shall haul one of the other bins from the site so as not to return empty, and arrange for pickup of the heavy bin with the appropriate equipment (may be sub-contracted if necessary).

The Contractor is responsible for ensuring drivers are performing pre-trip inspections of the bins for any damage to ensure they are safe for use according to the current WorkSafe BC regulations and ANSI standards. The Contractor is required to inspect bins once per calendar year and arrange any required maintenance and repairs

through the RDCK. The inspection will be completed using the Bin Inspection Form in Schedule E. All copies of completed inspections will be submitted to the RDCK within 30 days of the completion of the inspection.

The Contractor shall supply all personnel, labour, materials, and equipment (bins excluded) to provide the waste transfer service starting **October 1, 2025,** for three (3) years extending till September 30, 2028, with the possibility of up to two (2), one (1) year extensions.

1.1 Site Locations and Hours of Operation

The location and normal hours of operation at the Sites are as follows:

LOCATION	ADDRESS	HOURS
Slocan Transfer Station	8875 Slocan South Road	Tuesday, Thursday, Saturday 9:00am – 3:00pm
Rosebery Transfer Station	5250 Highway 6, Rosebery	Wednesday & Saturday 9:00am – 3:00pm
Nakusp Landfill/ Transfer Station	1420 Hot Springs Road, Nakusp	**Summer** *(May 1 to Sept. 30)* Monday, Wednesday, Saturday 9:00 am – 4:00 pm **Winter** *(October 1 to April 30)* Monday 9:00am – 12:30pm Wednesday & Saturday, 9:00am – 4:00pm
Ootischenia Landfill	671 Columbia Road, Castlegar	**Summer** *(April 1 to October 31)* Monday to Saturday 8:30am – 5:30pm **Winter** *(November 1 to March 31)* Monday to Saturday 8:30am – 4:00pm

The Sites shall be closed on all statutory holidays. To improve services, at any time during this contract, the RDCK may elect to have the Transfer Stations open on additional days or for extended hours and may accept pre-arranged waste disposals outside of these hours. The Contractor shall be provided a schedule of pre-arranged waste disposals, such as municipal disposals at the transfer stations, such that the Contractor can anticipate when hauling will be required. For unscheduled pre-arranged waste disposals that may require bins to be hauled (e.g. one-off projects or events), the RDCK will notify the Contractor at least 24 hours in advance.

1.2 Off-Hours Site Access

The Contractor will be given access to the transfer stations 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 Nakusp and Rosebery Transfer Stations have specialized fencing designed to keep bears outside the perimeter. The RDCK will provide the Contractor with training on how to operate the system.

1.3 Waste Proposed for Collection / Disposal Requirements

Materials collected at the transfer stations must be disposed of at the appropriate location during normal hours of operation.

All materials transported by the Contractor under terms of this Contract will not be charged user fees for waste entering the final destination; however, each load must still be measured (by weight) and recorded by the Landfill Attendant.

Wood and yard and garden materials collected at the Slocan and Rosebery transfer stations must be hauled to Ootischenia landfill. Scrap metal collected at the Slocan and Rosebery transfer stations can be hauled to the Nakusp Transfer Station site or the Ootischenia landfill, whichever is most cost effective. The RDCK may request loads be redirected with written request. The Contractor will provide these services at the per bin unit rates as specified in Schedule C.

1.4 Level of Service

Standard indicators for performance measurements may include, but are not limited to:

- Adequate equipment
- Adequate qualified staff
- Timely follow-up for problem resolution
- Excellence in quality of service
- Compliance with safety regulations

From time to time the RDCK may monitor Contractor performance and measure to acceptable standards. The RDCK reserves the right to audit and report on Service Levels as required.

1.5 Response Time

The Contractor shall determine when bins are full by using any or all of the following approaches:

- The Contractor may arrange to have the Site Attendant report bin capacity at the end of each shift.
- The Contractor may call the Site Attendant for a bin status report.
- The Contractor or their designate may visually check the bins.

The Contractor will arrange for pickup when the bins are full and must ensure bin capacity for regular waste acceptance during all operating hours or other pre-arranged waste disposal. If the Contractor is notified of a deficiency in maintaining bin capacity, a bin must be replaced prior to the next opening of the site or other pre-arranged waste disposal.

The Contractor shall not remove bins that are not full, except as a preemptive measure to prevent an overflow

on the next opening day or other pre-arranged waste disposal. The RDCK will be the sole judge of the need for preemptive hauling of less-than-full bins.

1.6 Clean Operating Conditions

The Contractor is to ensure that any litter that was inaccessible around the bin while the bin was in place is removed at each servicing, and that all gates and railings are securely closed and locked prior to departure from each site. Any litter collected from around the bin can be placed into the mixed waste bin for disposal.

The Contractor shall report any problem waste (e.g. hazardous waste, etc.) encountered, and any unsafe conditions or operational issues which may impede the normal functioning of the site to the RDCK on the day of occurrence.

The Contractor shall at all times during transit ensure the bin lid is closed and secured or the load is otherwise adequately covered to prevent material from blowing or falling out.

1.7 Use of Sites

The Contractor shall have use of the Sites only for the purpose of waste transfer services and any other associated RDCK waste collection and waste reduction programs. The Contractor is not authorized to use the Sites for personal use or benefit.

1.8 Contractor's Equipment

The Contractor shall at all times provide, maintain, and operate a sufficient number of vehicles, as approved by the RDCK, to properly maintain the level of service specified in this Description of Services. The RDCK shall have the right to require the Contractor, at any time after the commencement of the service, to increase the number of collection vehicles to such numbers, as may be determined by the RDCK, to ensure adequate performance of the Work.

The Contractor shall ensure that all vehicles comply with all Federal, Provincial, and Municipal government requirement. The Contractor shall be responsible for maintenance, repairs, and all other operating costs or requirements of the equipment supplied, including fuel, licensing, insurance, regular washing, storage, paint, and other expenses.

1.9 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.

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.).

1.10 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.

1.11 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, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
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.
d) Contractor shall notify the RDCK of any service interruptions immediately so that staff and site users may be informed.

1.12 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	• 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	• SUV's, minivans • Full-size vans • Pick up 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	• 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	• 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 three 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 Choose Billing Option.

3 The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **YYYY-##-DEPT_CONTRACTOR_NAME**
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.

SCHEDULE C: PRICING SCHEDULES

INSERT SCHEDULE PROVIDED BY PROPONENT

SCHEDULE D: PERSONNEL & EQUIPMENT

INSERT SCHEDULE PROVIDED BY PROPONENT

SCHEDULE E - SUBCONTRACTORS

INSERT SUBCONTRACTOR SCHEDULE PROVIDED BY PROPONENT

Committee Report – Financial Plan Amendment

August 20, 2025

Grant-Funded Landfill Gas Management Feasibility Study

Author:	Heidi Bench, Resource Recovery Projects Advisor
File Reference:	12-6300-20
Electoral Area/Municipality:	ALL RDCK
Services Impacted	Environmental Services A102, General Administration S100, Development Services A108

1.0 REASON FOR FINANCIAL PLAN AMENDMENT

The following resolution was passed on April 18, 2024:

214/24 *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.

On June 5, 2025, Staff received notice from the Green Municipal Fund (GMF) that the RDCK grant application was successful and the RDCK has been approved for a grant of up to $28,000 (Attachment A). As such, Staff request a Financial Plan amendment as described in Section 2.0 below.

2.0 ACCOUNTS IMPACTED AND DOLLARS

1) Service S100 (General Administration)
INCREASE ACCOUNT *Transfer from Reserves* BY $7,000
INCREASE ACCOUNT *Transfer to Other Service (A108, LGCAP Fund)* BY $7,000

2) Service A108 (Development Services)
INCREASE ACCOUNT *Transfer from Other Service* BY $7,000
INCREASE ACCOUNT *Transfer to Other Service (A102)* BY $7,000

3) Service A102 (Environmental Services)
INCREASE TO ACCOUNT *Transfer from Other Service* BY $7,000
INCREASE TO ACCOUNT *Consulting fees* BY $7,000

INCREASE TO ACCOUNT *Grants* BY $28,000
INCREASE TO ACCOUNT *Consulting fees* BY $28,000

3.0 RECOMMENDATION

That the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for General Administration Service S100 to INCREASE Account *Transfer from Reserves* by $7,000 and INCREASE Account *Transfer to Other Service* by $7,000.

AND FURTHER that the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for Development Services Service A108 to INCREASE Account *Transfer from Other Service* by $7,000 and INCREASE Account *Transfer to Other Service* by $7,000.

AND FURTHER that the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for Environmental Services Service A102 to INCREASE Account *Transfer from Other Service* by $7,000 and INCREASE Account *Consulting Fees* by $7,000.

AND FURTHER that the Board approve an amendment to the 2025 year of the 2025-2029 Financial Plan for Environmental Services Service A102 to INCREASE Account *Grants* by $28,000 and INCREASE Account *Consulting fees* by $28,000.

Respectfully submitted,
Heidi Bench, Resource Recovery Projects Advisor

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Corporate Financial Officer – Yev Malloff

ATTACHMENTS:
Attachment A – Funding Decision Letter

ATTACHMENT A

FCM FEDERATION OF CANADIAN MUNICIPALITIES | FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

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Municipalité du
Canton de Gore (Qc)

Chief Executive Officer
Cheffe de la direction
Carole Saab
Ottawa, ON

June 05, 2025

Board Chair Aimee Watson
and Members of Council
Regional District of Central Kootenay
PO Box 590
Nelson, British Columbia
V1L 5R4

Project Title: Evaluating Landfill Gas-to-Energy and Emission Reduction Opportunities for Landfills in the Regional District of Central Kootenay

Application Number: CORE-24-0153

Dear Board Chair Aimee Watson and Members of Council:

On behalf of the Green Municipal Fund (GMF) Council and FCM's Executive Committee, I would like to congratulate the Regional District of Central Kootenay on its successful funding application for the above-noted initiative.

It is my pleasure to confirm that the Regional District of Central Kootenay has been approved for a grant in the amount of up to $28,000.

In the near future, Marcel Rodriguez will contact the Regional District of Central Kootenay to finalize the agreement for this funding. FCM's obligation to fund the above-noted initiative will only become binding once the agreement is signed.

FCM, in partnership with the Government of Canada, oversees public announcements regarding GMF-supported initiatives. Until our media relations team (media@fcm.ca) contacts the lead applicant or municipality to facilitate a media announcement, discussion of the application or the funding must remain private, except if reporting to municipal council. We kindly ask you to refrain from statements or any public form of communication related to the status of the application or funding until a media announcement led by FCM and the Government of Canada is complete.

…/2

24, rue Clarence Street
Ottawa, Ontario, K1N 5P3
T. 613-241-5221
fcm.ca

Thank you for your interest in GMF. We look forward to working with you to improve the quality of life in your community, and to sharing the results of your initiative with communities across Canada.

Sincerely,



Alan De Sousa
Chair, Green Municipal Fund Council

ADS/MR:nk

cc: Heidi Bench, Resource Recovery Projects Advisor, Regional District of Central Kootenay

Committee Report – For Information

August 20, 2025

Creston Landfill and Compost Facility Operations Strategy

Author:	Nathan Schilman, Environmental Technologist
File Reference:	12-6300-CRE
Electoral Area/Municipality:	East Subregion
Services Impacted	S186 Refuse Disposal - East Subregion A119 Organics Program - East Subregion

1.0 PURPOSE OF REPORT

The purpose of this report is to update the Committee on the works completed to date on the Creston Compost Facility and Creston Landfill future operational plans, including transitioning the compost facility to in-house operations, issuing a Request for Proposals for the landfill operations and maintenance contract, and reducing the hours of operations at the landfill by one hour per day. Proceeding with the reduction of hours of operations and transitioning the compost facility to in-house operations will be upon Board decision.

2.0 BACKGROUND AND UDPATE

In January 2025, Staff issued a Request for Proposals to secure a new contract for the Creston Landfill and Creston Compost Facility Operations and Maintenance. Due to budget constraints with the proposals received, at the March 20th, 2025 Board meeting, the following resolution was passed to cancel the procurement:

> *209/25 That the Board approve the cancellation of the current Creston Landfill and Compost Facility Operations and Maintenance procurement.*

At the May 15th, 2025 Board meeting, extensions to the current Creston Landfill and Creston Compost Facility operations and maintenance contracts were approved, with both contracts now set to expire on May 31st, 2026. These extensions were required to provide additional time for a possible second procurement process, or recruitment and equipment purchase for in-house compost facility operations. The May 15th,2025 Committee report outlining the contract extensions is included in Attachment A.

Since the procurement was canceled in March, staff have been investigating adjusting the scope of the contract, looking at the possibility of separate contracts for the landfill and compost facility, and reviewing all options to reduce costs, including operating the compost facility in-house to ensure adherence to existing budgets, as much as possible. These options are presented in this for information only report.

Compost Facility Operations – In-House Operations Assessment

For the compost facility, in the early 2025 procurement, all proponent's bids were deemed to be too high. . Staff reviewed options internally and with the current contractor, to reduce the contract scope as much as possible to

reduce costs if a separate RFP were issued, but there were limited apparent cost savings available in a contracted service. It seems a contracted service is the costliest service model available, as compared to operating the Creston Compost Facility in-house, and further assessment of in-house operations costs was warranted.

Staff have determined that the most impactful financial change to the current operations at the Creston Compost Facility is to shift operations from a contracted service to operation and management in-house. The RDCK's budget estimates for a contracted composting service is $200,000 in 2026, with a 3% increase year-over-year after that.

Staff reviewed available in-house operations budgets from the Central Compost Facility (Allocation Service A120) as a reference, as well as the existing Allocation Service A119 East Compost costs, and compiled a draft 2-year preliminary budget to review potential cost savings associated with moving to in-house operations at the Creston Compost Facility. The draft preliminary 2-year budget worksheet is included in Attachment B for review.

The purpose of looking at a 2-year operational period is that the first year of in-house operations (FY1) is expected to be more expensive due to acquiring site supplies and equipment associated with the start of operations, as well as additional training and support time associated with onboarding a new operator. The preliminary estimate assumes in-house operations would start on June 1st, 2026, to align with the end date of the current compost facility operations contract. The second year of operations (FY2) is intended to show the potential status-quo costs. A low and high estimate of costs is presented for both the first year of operations, and the second year. For comparison purposes, the current contracted services costs are shown side-by-side to the in-house costs in the 2-year budget worksheet.

Within the attached budget worksheet, many existing costs from the A119 East Compost budget would remain in place if the operations were transitioned to in-house, including directors and admin costs, utilities, facility repairs and maintenance, communications, facility construction loan repayment costs, environmental monitoring, leachate pond water disposal fees, transfers to reserves and other services, and capital expenditures for facility improvements.

New or increased costs would include employee salary and benefits, supervision costs and associated travel to/from Creston, vacation and sick time coverage and associated travel to/from Creston, education and training, health and safety supplies, a cell phone for the operator, equipment (small loader) insurance, equipment purchase and loan interest, consultant training support for FY1, loader repairs and maintenance, fuel, hand tools, portable washroom rental, and the purchase of a handwash station. These new or increased costs would be offset by the removal of the contracted services cost of $201,600 per year starting in 2026, with an estimated 3% increase annually.

The total expenses in FY2 (2027) for an in-house service is expected to be approximately $270,485 for the low-end estimate and $290,865 for the high-end estimate, while a contracted service is $365,227. The total expenses difference between in-house and a contracted service is shown in the budget sheet in Attachment B in Line 108, highlighted in orange. No comparison is provided for FY1 due to only providing 6 months of in-house operational expenditures, but also that some FY1 expenses are inflated due to preparing for the start of operations. In FY2, a comparison can be made to the current contracted services costs, with the potential cost savings for in-house operations ranging from $74,362 to $94,762 per year.

As successful in-house operation relies heavily on finding and maintaining suitable and motivated staff, Staff are recommending a 25-hour/week benefitted position for both the low and high estimates. There is a labor market risk generally in these roles, in that finding flexible, dedicated, and motivated local staff willing to work part-time may be difficult. There may be options to train existing part-time RDCK landfill staff in compost facility operations, to bring overall hours up to full time. Other staffing considerations include:

- The Central Compost operator would provide training and back-up support. The Resource Recovery (RR) Operations Supervisor would supervise both the Central and Creston compost operators.
- The East Sub-Region Field Supervisor would assist with overseeing some components of the compost operations.
- Landfill Attendants or Waste Educators may, on rare occasions, need to open and close the compost facility at the start and end of the day; for instance, if the operator is away and a back-up operator cannot be at the site.
- The Organics Coordinator and Environmental Projects Lead will continue to provide technical support to the Compost Facility.
- The Environmental Projects Lead and RR Operations Supervisor would be tasked with recruitment, and tools and equipment procurement for the start of operations. Workplan adjustments, including deferring or reassigning lower priority reporting and procurement items, will be required to accommodate these new tasks.

Compost Facility Operations – Hauling Assessment

Staff initially considered the possibility of a temporary suspension (one to two years) of Creston Compost Facility operations until such time that ICI tonnages increased enough to provide adequate economies of scale.

Due to the current low tonnages of roughly 220 tonnes per year, the food waste could be hauled to Central Composting Facility at an estimated cost of $52,719 per year, which includes weekly hauling from April to October, and bi-weekly hauling November to March. This estimate is based on 2025 hauling pricing, with a 3% increase to adjust for 2026 costs. Out-of-Area Kitchen Waste tipping fees would apply at Central Compost Facility, at a cost of $156.25 per tonne (2025 pricing). The Town of Creston would pay the standard in-area Organic Waste tipping fee of $106.50 per tonne to drop the material at the Creston Landfill transfer area, and the East Sub-region would then pay the difference for the Out-of-Area Kitchen Waste fee. Based on an estimated 220 tonnes per year (current) of organics, the East Sub-Region could expect to pay approximately $11,000 in additional tipping fees associated with disposal at the Central Compost Facility.

An additional new cost associated with temporarily closing the Creston Compost Facility would be roughly $30,000 to prepare the site for closure. The compost pad and leachate pond would need to be thoroughly cleaned so that contact water falling on the site during the period of closure was not considered to be contaminated, and the leachate pond would not need frequent and costly emptying. The process to prepare the site for temporary closure would include draining fluids from the mixer, disconnecting the aeration system and storing the blowers, power washing the entire site including the leachate pond, utilizing a vac truck to remove the solids and liquids from the site and pond for disposal at the Creston Waste Water Treatment Plant septage pits, paying disposal fees, and completing testing of the leachate pond water after cleaning is completed and the pond has filled with precipitation to confirm water quality meets the required criteria.

Additionally, not all ongoing costs in the existing A119 East Compost budget would be eliminated by trucking the organics to the Central Compost Facility. Facility costs that would remain for the Creston Compost Facility with

trucking organics to Central Compost Facility would be roughly $116,800 in the 2026 (FY1) period when trucking could commence after GFL contract expiry (May 31, 2026), and approximately $120,500 in 2027 (FY2). Costs that would remain include directors stipends and travel, a small cost for cancelling the internet service (2026 only), advertising, facility insurance, well license fees, a reduced portion of environmental monitoring costs, facility repairs and maintenance, a reduction in utilities fee to keep the utility shack above freezing in winter, transfers to other services or departments, facility loan principal and interest repayments (2026 only), and asset replacement costs (2027 and onward only).

An assessment of the tipping wall at the Creston Landfill would also need to be completed in the near-term (2025) to ensure the wall is safe for large collection vehicles to tip without causing structural issues. An engineering assessment could cost approximately $5,000 to complete. Additionally, two new 30-yard roll-off bins for organics would need to be purchased, at a cost of approximately $20,000 for both.

If the tipping wall was deemed to be safe for collection vehicles, the approximate 2026 (starting from June 1) cost to purchase the roll-off bins, truck material to Central Compost Facility, cover a portion of tipping fees and existing facility expenses that would continue during closure, and prepare the facility for closure would be $204,000. For 2027 onward, the approximate cost for the full year of trucking, plus facility expenses and other ongoing costs would also be approximately $184,000.

This hauling option initially appeared to provide some cost savings to the East Subregion as compared to a contracted service; however, this option was not pursued further as the Organics Infrastructure Program (OIP) grant that provided two-thirds funding towards the construction of the Facility required a contractual guarantee that the project would continually operate until 2032. The total funding amount received through the OIP grant was $971,490. The Shared Cost Agreement with the Province has repayment clauses around default of operations, which could require the RDCK to pay back some or all of the funding received for the project within 30 days of the contract default. Staff engaged with grant administrators at the Province on the subject of temporary suspension of operations to process the material at the Central Compost Facility, and if it would trigger any default or repayment clauses. The Province indicated that they would not support a one- to two-year suspension, as that would not meet the requirements of continuous operations, and the funding agreement would be terminated. The total funding amount to be repaid within 30 days could be up to $971,490. The Province did indicate they may support a one- to two-month suspension of operations, as those are often required for large-scale maintenance and repair projects.

For grant repayment, the East Sub-Region is projected to have $925,699 in Regular Reserves in the 2026 budget, as well as $319,120 in Stabilization Reserves, so there may be available funding to cover this cost without borrowing; however, repayment of some or all of the grant would significantly deplete Reserves, and entirely eliminates any potential cost savings, and therefore the viability of the hauling option.

Additionally, if grant repayment were not a concern, the challenge of hauling food waste over the Kootenay Pass during the winter months would need careful consideration and adequate safety protocols in place given the potential of frequent road closures and/or difficult winter driving conditions, vehicular accidents, as well as increased transportation emissions. Hauling issues associated with Kootenay Pass was the key reason that compost facilities were proposed on either side of the pass.

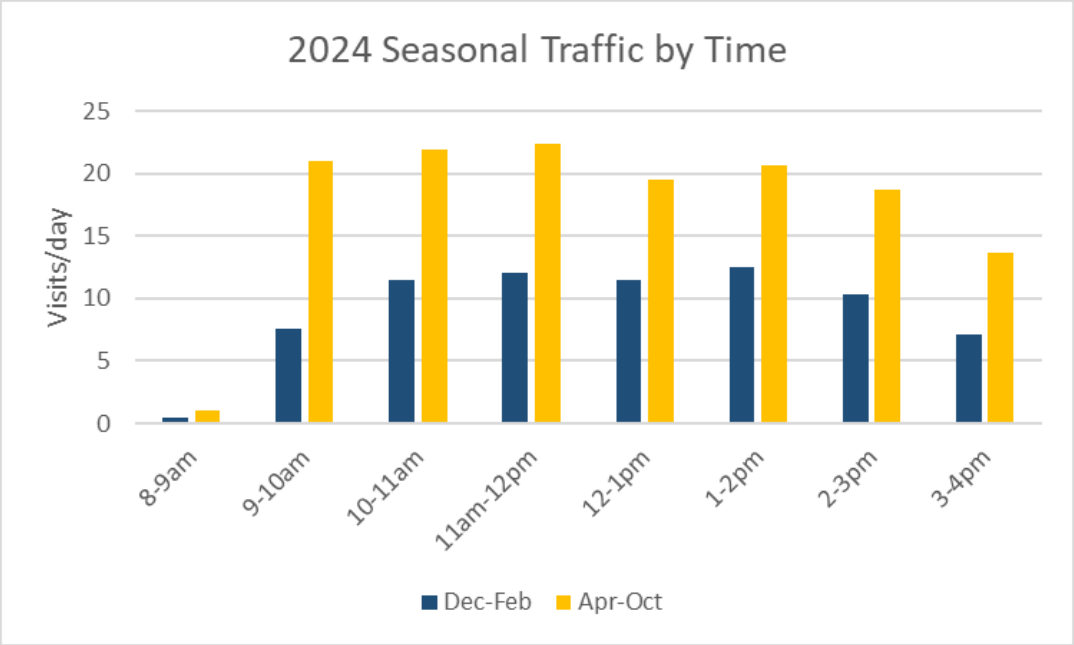
Operational Hours Reduction

Under the current operational hours of the landfill (9 AM to 4 PM) and given that the opening and closing duties of the contractor go beyond operating hours, particularly during winter months when plowing and sanding is required, there is likely a small component of overtime hours built into the contract price, which adds to increased operations costs. There may be an opportunity to reduce both operations contract and RDCK staffing expenses by reducing operational hours at the landfill. There may also be limited cost savings in reduced utilities expenses, if programmable thermostats are installed.

To complete a preliminary assessment, Staff pulled all 2024 data from Strong (scale software) to determine if a reduction in site operations hours could help reduce operational costs, with as limited impact to levels of service as possible. The preliminary assessment looked at options to maintain steady operating hours across the days of the week and seasonally, opposed to looking at options for partial closures on certain days of the week due to a greater impact to Industrial, Commercial, and Institutional (ICI) site users.

Chart 1, 2024 Seasonal Traffic by Time, on the following page shows that site traffic drops after 3 PM. This pattern with a reduction in traffic between 3 and 4 PM is noticeable seasonally, and across each day of the week.

Chart 1

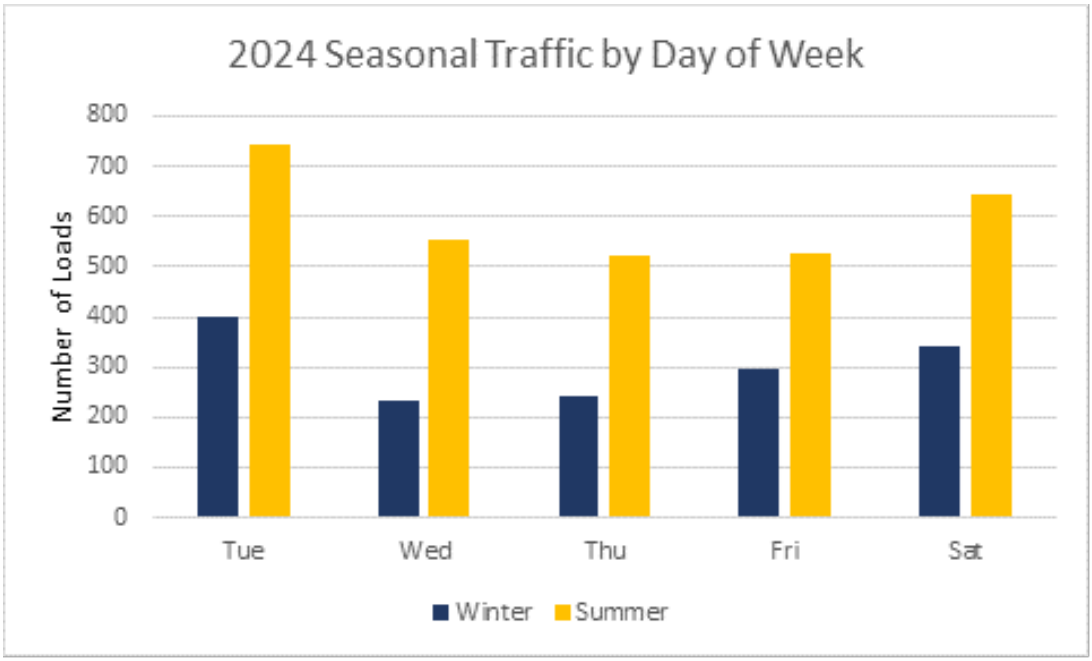


The incoming loads shown in Chart 1 between 8 and 9 AM are incidentals, and represent the loads that were permitted to enter the site when opening occurred a few minutes before the 9 AM opening time.

There are also very few commercial loads entering the site between 3 and 4 PM daily, as compared to other operating hours throughout the day, indicating this could be a feasible time to consider removing from the current hours of operations. Between December and February 2024, there was an average of 7 loads (0.4 loads ICI, 6.6 residential) daily between the hours of 3 and 4 PM. Between April and October 2024, there was an average of 14 loads (0.4 loads ICI, 13.6 residential) daily between the hours of 3 and 4 PM. The seasonal increase in residential loads between April and October is heavily influenced by peak traffic during the free yard and garden months.

Tuesdays and Saturdays generally receive 20 to 40% more loads per day than Wednesdays to Fridays, as shown in Chart 2, 2024 Seasonal Traffic by Day of Week; however, there is a desire operationally to keep operating hours consistent, instead of looking to reduce or eliminate specific days of operations due to impacts to commercial customers.

Chart 2



All options for reducing costs by reducing hours or days of operation were assessed as part of the 2024 data review. Due to site usage by residents and commercial customers, it was not reasonable to further assess closing the site on specific days of the week, or other modifications to hours of operation as they were deemed too impactful to the community or would not result in cost savings.

Based on the data review, reducing the hours of operations from 9 AM to 4 PM to 9 AM to 3 PM would have the least impact to site users. Staff reviewed other landfill operating hours in other Regional Districts, for wastesheds with a similar population to the Creston Landfill wasteshed and found a wide variety in hours and days of operation. The recommended change from 7 hours per day to 6 hours per day would be in line with Alberni-Clayoquot's West Coast Landfill and Columbia-Shuswap's Revelstoke Landfill.

One hour less operations daily would also result in savings due to the reduction in RDCK staff time (landfill attendants and waste educators). Staff found that RDCK staffing costs would be reduced by approximately $22,100 per year with hour reduction in operations hours. Due to RDCK site staff having opening and closing duties that extend beyond the hours of operations, it is not expected that the hour reduction will result in benefited staff having any changes in benefits coverage, or full time designation. Minor savings would also be expected in the contract price for landfill operations and maintenance given the reduced operating hours of the site. It is unknown what the potential contract cost savings of the hour reduction will be until RFP submissions are received.

Staff have recommended that the Board direct staff to plan to initiate shortening operations at the site by one hour each day starting June 1, 2026. Staff will discuss an earlier commencement of reduction of opening hours with the contractor. Should these discussions indicate support from the contractor (cost reduction) an earlier reduction in hours can be implemented (i.e. before winter). A draft communications plan outlining how the change would be communicated with businesses, residents, and staff can be brought to the committee later in 2025.

Risks involved with reducing operational hours at the Creston landfill include:

- Adjustment needed by contracted haulers
- Reduction of RDCK staff hours may be unfavorable for some employees
- Public perception of reduced service level

The operational hours reduction, if approved, will require the development of a communication plan, to be brought to Committee for approval, to communicate the changes to both residents and businesses. The Environmental Coordinator will be tasked with this scope of work. It is not expected that there will be significant work plan adjustments to incorporate this new scope of work.

Landfill Operations and Maintenance RFP

For the landfill, the aim is to commence a new landfill operations contract on June 1, 2026, when the current extension ends. Staff reviewed options for scope reductions internally and with the current contractor, and found very limited cost savings. Landfill operations also need to be held to certain standards set forth by the 2016 BC Landfill Criteria and the landfill's Operational Certificate – modifying any scope related to landfilling is not recommended. Staff had a very preliminary discussion on in-house landfill operations requirements, but the cost of equipment (compactor, excavator, roll-off truck, dump truck, large loader) to start operations appeared prohibitive. Staff also reviewed if portions of the transfer station area operations, and/or diverted materials management could be done in-house to reduce costs, but similar issues with equipment costs (roll-off truck, larger loader) became apparent, as well as complications with Prime contractor overlap in work areas.

Staff is of the opinion that a new RFP is the only way to ensure that the RDCK can secure a new contract at the best possible price. Staff issued another RFP for the landfill operations and maintenance contract, which is open to all interested proponents. The new RFP only includes Landfill operations and maintenance, and includes pricing for the current and reduced hours of operation. The RFP will close on September 10, 2025, and results will be brought to the October Joint Resource Recovery Committee (JRRC) meeting for recommendation to award. This would provide seven months for a potential new contractor to prepare for the start of the new contract on June 1, 2026.

In the 2025-2029 Financial Plan, Account 54030 Contracted Services currently has $448,824 budgeted in 2026 for landfill operations and maintenance, including the Financial Plan amendment that was approved in Resolution 277/25:

> *That the Board approve the RDCK extending the current Landfill Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of $292,938 not including GST for a period of 8 months ending May 31, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents;*

AND FURTHER, that the Board approve an amendment to the 2025 Financial Plan for East Waste Service S186 to INCREASE Account 54030 Contracted Services by $101,456 and DECREASE Account 59500 Contribution to Reserves by $101,456;

AND FURTHER, that the Board approve an amendment to the 2026 year of the 2025-2029 Financial Plan for East Waste Service S186 to INCREASE Account 54030 Contracted Services by $104,100 and DECREASE Account 59500 Contribution to Reserves by $104,100;

AND FURTHER, that the costs be paid from S186 Refuse Disposal - East Subregion.

In 2027, Account 54030 Contracted Services currently has $355,066 budgeted, with a 3% increase for each subsequent year to account for annual CPI adjustments. Based on the previous RFP results, and discussions with other contractors and Regional Districts about increases across the Province in landfill operations costs, it is unlikely that the new RFP will result in the new contract value coming within budgeted amounts, and it is likely that a Financial Plan amendment would still be required.

Proceeding with Compost Facility operations in-house is expected to reduce operating costs in A119 East Compost which will require less subsidy from S186 East Waste, reducing S186 Account 59500 Transfer to Other Services (line item for A119 East Compost Service) by $76,422 to $96,802 per year. By reducing the operational hours, Account 51010 Salaries would be reduced by approximately $22,100. Both of these cost reductions would thereby offset a portion of the increase in Landfill Operation costs, which would reduce the amounts required to be adjusted in the 2026-2030 Financial Plan.

3.0 NEXT STEPS AND TIMELINE

Compost Facility Operations – In-House Operations Transition

Proceeding with next steps in the transition to in-house operations at the Creston Compost Facility will commence upon Board decision. Next Steps include:

- Supply and equipment procurement list development – August to September 2025
- Equipment Procurement – October to November 2025
- Board approval of Equipment Purchase – January 2026
- Recruitment process of compost facility operator – January to April 2026
- Supply purchase – March to May 2026
- Onboarding and training of compost facility operator – May 2026
- Commence in-house operations – June 1, 2026

Operational Hours Reduction

Proceeding with next steps in reducing the hours of operations at the Creston Landfill and Creston Compost Facility will commence upon Board decision. Next Steps include:

- Notification of hours of operations reduction to affected staff – September 2025
- Development of Communications Plan to notify residents of changes to operational hours – September to October 2025

- JRRC meeting to present and discuss Communications Plan – November 19, 2025
- Communication and education program implementations – January 1 to June 30, 2026
- Commence hours of operations reduction – June 1, 2026 or sooner dependent on Board direction

Creston Landfill Operations and Maintenance RFP
Next steps with the Creston Landfill operations and maintenance RFP include:

- Closing date of RFP – September 10, 2025
- Proposal evaluations – week of September 15, 2025
- JRRC meeting for recommendation to award – October 15, 2025
- Notice of Award to contractor – November 1, 2025
- Contract start date – June 1, 2026

Respectfully submitted,

Nathan Schilman – Environmental Technologist

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Chief Administrative Officer – Stuart Horn

ATTACHMENTS:
Attachment A – May 14, 2025, JRRC Report: Creston Landfill and Compost Facility Operations and Maintenance Contract Extensions
Attachment B – Creston Compost Facility Draft Preliminary In-House Operational Budget

Committee Report

May 14, 2025

Creston Landfill and Compost Facility Operations and Maintenance Contract Extensions

Author:	Nathan Schilman, Environmental Technologist
File Reference:	12-6300-CRE
Electoral Area/Municipality:	East Subregion
Services Impacted	S186 Refuse Disposal - East Subregion A119 Organics Program - East Subregion

1.0 STAFF RECOMMENDATION

RECOMMENDATION 1 – LANDFILL CONTRACT EXTENSION AND FINANCIAL PLAN AMENDMENT

That the Board approve the RDCK extending the current Landfill Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of $292,938 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board approve an amendment to each year in the 2025-2029 Financial Plan for East Waste Service S186 to INCREASE Account 54030 Contracted Services by $101,435 and DECREASE Account 59500 Contribution to Reserves by $101,435;

AND FURTHER, that the costs be paid from S186 Refuse Disposal - East Subregion.

RECOMMENDATION 2 – COMPOST FACILITY CONTRACT EXTENSION

That the Board approve the RDCK extending the current Compost Facility Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of $122,305 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from A119 Organics Program – East Subregion.

2.0 BACKGROUND/HISTORY

Staff brought a report to the March 19th, 2025 Joint Resource Recovery Committee meeting which outlined the results of the Creston Landfill and Creston Compost Facility Operations and Maintenance Request for Proposals (RFP). At the March 20th, 2025 Board meeting, the following resolution was passed:

209/25 *That the Board approve the cancellation of the current Creston Landfill and Compost Facility Operations and Maintenance procurement.*

Staff have since negotiated the terms and conditions of contract extensions both the Creston Landfill and Compost Facility operations and maintenance contracts with the current contractor, GFL Environmental Inc. (GFL), for an additional 8 months and are seeking Board approval to move ahead with the extension.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The current Creston Landfill operations and maintenance contract and the Creston Compost Facility operations and maintenance contract are set to expire on September 30th, 2025. An RFP was issued in early 2025 however all proposals received quoted higher costs than what was budgeted, which led to the cancellation of the procurement.

The budget for the landfill contract expected cost savings in combining the landfill and compost contracts, which was not reflected in the proposals received. Further, the projected 2024 expenses were under actuals, so the low adjustment (expecting a cost savings) applied to the landfill contract budget in 2025 is expected to result in a shortfall.

As there is less than 6 months remaining in the current contracts, extensions are needed to provide adequate time to complete another RFP process. The aim is to commence a new contract in the spring of 2026, so that the chosen contractor has to time to secure the necessary equipment and staffing, and does not need to mobilize to site in the winter months.

3.1 Alignment to Board Strategic Plan

This project aligns with:
Environmental Responsibility. The landfill and compost facility operator should be knowledgeable and experienced in these operations so that the chance for environmental degradation is as minimal as possible. The proposed contractor should be transparent regarding their operations and maintain effective communication with the RDCK to ensure environmental compliance and rapid response to environmental concerns.

Managing Our Assets and Service Delivery in a Fiscally Responsible Manner. The landfill and compost facility need to be operated and maintained in such a way that maximizes efficiency and ensures the RDCK is getting the best value from the contractor.

3.2 Legislative Considerations

The following legislation, regulations, bylaws, or guidelines set out the requirements for the Landfill and Compost Facility operations and maintenance:

- *Environmental Management Act*
- 2016 BC Landfill Criteria
- Resource Recovery Facilities Bylaw
- Landfill Gas Management Regulation
- Organic Matter Recycling Regulation

3.3 What Are the Risks

None at this time.

4.0 PROPOSED SOLUTION

The current Landfill and Compost Facility contracts are set to expire on September 30th, 2025. Given the time needed to re-issue the RFP, award the contract, and provide ample time for a potential new contractor to prepare for the new contract, Staff recommends providing an extension of the current two contracts for a period of 8 months.

Within the 2025 - 2029 Financial Plan, the 2025 budget for Service S186 Refuse Disposal - East Subregion Account 54030 Contracted Services is not adequately funded for the Creston Landfill operations and maintenance contract. Staff recommends an amendment to the 2025 – 2029 Financial Plan to accommodate the Landfill contract pricing through 2025.

4.1 Financial Considerations of the Proposed Solution

The cost of the Creston Landfill contract between January 1st and March 31st 2025 was $36,339.21 not including GST per month. As of April 1st, an annual adjustment to the landfill contract is accounted for. GFL provided annual adjustment figures on May 5th, 2025, and the monthly charge increase is $5.38 or a total of $36,344.59 per month. This increase due to the annual adjustment puts the total contract value for 2025 at $436,119 not including GST. The total value of the proposed 8-month term extension of the contract, between October 1st, 2025, and May 31st, 2026 is $292,938 not including GST. This value accounts for an additional annual adjustment occurring on April 1st, 2026, at an estimated 3% increase.

The amount allocated to this contract in the 2025 – 2029 Financial Plan for Service S186 Refuse Disposal - East Subregion in Account 54030 Contracted Services was $334,684. The total budget shortfall for this Account is $101,435. The shortfall is due to a projected cost for 2024 that was too low, and an expected contract cost saving that was not realized.

To account for the budget shortfall of $101,435 in 2025, an amendment to the 2025 – 2029 Financial Plan for Service S186 Account Contracted Services is needed. This adjustment also applies to subsequent years in the Financial Plan as they are expected to have a similar shortfall, however the 2026 – 2030 Financial Plan will be developed to reflect the cost of the new contract.

Staff propose the following adjustment to Service S186:

- Increase Contracted Services Account 54030 by $101,435
- Decrease Contribution to Reserves Account 59500 by $101,435

The cost of the Creston Compost Facility contract between January 1st and April 31st 2025 was $15,228.75 not including GST per month. As of May 1st, an annual adjustment to the compost facility contract is accounted for. GFL provided annual adjustment figures on May 5th, 2025, and the monthly charge increase is $2.26 or a total of $15,231.01 per month. This puts the total contract value for 2025 at $182,763 not including GST. The total value of the proposed 8-month term extension of the contract, between October 1st, 2025, and May 31st, 2026 is $122,305 not including GST. This value accounts for an additional annual adjustment occurring on May 1st, 2026, at an estimated 3% increase.

The amount allocated to this contract in the 2025 – 2029 Financial Plan for Allocation Service A119 East Compost in Account 54030 Contracted Services is $192,000. Adequate budget exists for the recommended 8-month extension period.

The 2026 – 2030 Financial Plan will be prepared with the adjusted costs for the operations and maintenance for both the landfill and compost facilities based on direction from the Board and the extended contract pricing.

4.2 Risks with the Proposed Solution

Risks involved with the Financial Plan amendment for Service S186:

- A reduction in the contribution to reserves.

4.3 Resource Allocation and Workplan Impact

No impacts are anticipated.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None at this time.

4.5 Measuring Success

None at this time.

5.0 ALTERNATIVE SOLUTION(S)

There are no alternative solutions to present at this time.

5.1 Financial Considerations of the Alternative Solution(s)

None at this time.

5.2 Risks with the Alternative Solution(s)

None at this time.

5.3 Resource Allocation and Workplan Impact

None at this time.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None at this time.

5.5 Measuring Success

None at this time.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

None at this time.

7.0 OPTIONS SUMMARY

As there are no alternative solutions presented in this report, there are no options other than the recommendations.

8.0 RECOMMENDATION

RECOMMENDATION 1 – LANDFILL CONTRACT EXTENSION AND FINANCIAL PLAN AMENDMENT

That the Board approve the RDCK extending the current Landfill Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of $292,938 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board approve an amendment to each year in the 2025-2029 Financial Plan for East Waste Service S186 to INCREASE Account 54030 Contracted Services by $101,435 and DECREASE Account 59500 Contribution to Reserves by $101,435;

AND FURTHER, that the costs be paid from S186 Refuse Disposal - East Subregion.

RECOMMENDATION 2 – COMPOST FACILITY CONTRACT EXTENSION

That the Board approve the RDCK extending the current Compost Facility Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of $122,305 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from A119 Organics Program – East Subregion.

Respectfully submitted,
Nathan Schilman – Environmental Technologist

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Chief Financial Officer – Yev Malloff

ATTACHMENTS: None

A119 - East Compost - Two Year Preliminary Budget (2026-2027)

		IN-HOUSE OPERATIONS ESTIMATE							CURRENT CONTRACTED SERVICE BUDGET					
Line	Account	Account(T)	Work Order	FY1 (2026, June 1 onward) Budget - Low	FY1 (2026, June 1 onward) Budget - High	FY2 (2027) Budget - Low	FY2 (2027) Budget - High	In-House Ops Notes	Account	Account(T)	Work Order	2026 Budget	2027 Budget	Contracted Service Notes
1	42020	Sale of Services	OPR642-100	-44,503	-44,503	-48,953	-48,953	Placeholder Central Compost Facility TF revenue; tipping fees. Values from approved A119 budget. FY1 = 2026. FY2 = 2027	42020	Sale of Services	OPR642-100	-44,503	-48,953	Placeholder Central Compost Facility TF revenue; tipping fees. Values from approved A119 budget. FY1 = 2026. FY2 = 2027
2	**42020**	**Sale of Services**		**-44,503**	**-44,503**	**-48,953**	**-48,953**		**42020**	**Sale of Services**		**-44,503**	**-48,953**	
3	42030	User Fees	OPR642-100	-836	-1,114	-853	-1,137	Placeholder, Sales of finished compost delayed to 2025	42030	User Fees	OPR642-100	-1,114	-1,137	Placeholder, Sales of finished compost delayed to 2025
4	**42030**	**User Fees**		**-836**	**-1,114**	**-853**	**-1,137**		**42030**	**User Fees**		**-1,114**	**-1,137**	
5	43025	Grants - Specified	CAP1114-100	0	0	0	0	None anticipated but staff will explore opportunities	43025	Grants - Specified	CAP1114-100	0	0	None anticipated but staff will explore opportunities
8	**43025**	**Grants - Specified**		**0**	**0**	**0**	**0**		**43025**	**Grants - Specified**		**0**	**0**	
9	43100	Proceeds from Borrowing	OPR642-100	0	0	0	0	Placeholder; Short term borrowing if funding required for CAP works for pond expansion	43100	Proceeds from Borrowing	OPR642-100	0	0	Placeholder; Short term borrowing if funding required for CAP works for pond expansion
10	**43100**	**Proceeds from Borrowing**		**0**	**0**	**0**	**0**		**43100**	**Proceeds from Borrowing**		**0**	**0**	
13	45000	Transfer from Reserves	OPR642-100	0	0	0	0	CAP works not funded from borrowing	45000	Transfer from Reserves	OPR642-100	0	0	CAP works not funded from borrowing
14	**45000**	**Transfer from Reserves**		**0**	**0**	**0**	**0**		**45000**	**Transfer from Reserves**		**0**	**0**	
15	45500	Transfer from Other Service	OVR153-100	-459,017	-459,017	-306,162	-306,162	Placeholder Transfer from S186 - organics (subsidization);	45500	Transfer from Other Service	OVR153-100	-459,017	-306,162	Placeholder Transfer from S186 - organics (subsidization);
19	**45500**	**Transfer from Other Service**		**-459,017**	**-459,017**	**-306,162**	**-306,162**		**45500**	**Transfer from Other Service**		**-459,017**	**-306,162**	
	49100	Prior Year Surplus	OPR642-100	0	0	0	0		**49100**	Prior Year Surplus	OPR642-100	0	0	
21	**49100**	**Prior Year Surplus**							**49100**	**Prior Year Surplus**				
22	**TOTAL REVENUE**			**-504,355**	***-504,634***	***-355,968***	***-356,252***		**TOTAL REVENUE**			***-504,634***	***-356,252***	
23	**TIPPING FEES**			**-45,339**	**-45,617**	**-49,806**	**-50,090**		**TIPPING FEES**			**-45,617**	**-50,090**	
24	**CAP FUNDING SUBTOTAL**								**CAP FUNDING SUBTOTAL**					
25	51010	Salaries	OPR642-100	36,600	36,600	54,263	54,263	Based on A120 Salaries. FY1 Assumes only 6 months of operations, due to GFL extended contract ending May 31, and in-house operations commencing June 1. Assumes both high/low estimate are for 25hrs/wk ($44k) to allow for benefits, and greater employee retention, plus in FY1 $10k extra for additional training time, and slower processing for first quarter while learning); All include 10% supervision cost and 5% AV/SS coverage costs. 2% CPI increase per year assumed.	51010	Salaries	OPR642-100	0	0	Contracted
26	**51010**	**Salaries**		**36,600**	**36,600**	**54,263**	**54,263**		**51010**	**Salaries**		**0**	**0**	
27	51020	Overtime	OPR642-100	0	0	0	0	OT	51020	Overtime	OPR642-100	0	0	Contracted
28	**51020**	**Overtime**		**0**	**0**	**0**	**0**		**51020**	**Overtime**		**0**	**0**	
29	51030	Benefits	OPR642-100	6,375	6,375	13,005	13,005	29% of operator base salary	51030	Benefits	OPR642-100	0	0	Contracted
30	**51030**	**Benefits**		**6,375**	**6,375**	**13,005**	**13,005**		**51030**	**Benefits**		**0**	**0**	
31	51050	Employee Health & Safety	OPR642-100	3,500	4,000	1,500	1,800	Ops footwear, jackets, training, safety check-in monitoring. Added 2 pairs per person coveralls/gloves ($350). FY1 increased cost to account for supply purchase for start-up, including handwash station.	51050	Employee Health & Safety	OPR642-100	100	100	General H&S site supplies
32	**51050**	**Employee Health & Safety**		**3,500**	**4,000**	**1,500**	**1,800**		**51050**	**Employee Health & Safety**		**100**	**100**	
33	51500	Directors - Allowance & Stipend	OPR642-100	2,164	2,164	2,208	2,208	Based on 10% up to 14 RR meetings (4 directors) + 4 Chair meetings	51500	Directors - Allowance & Stipend	OPR642-100	2,164	2,208	Based on 10% up to 14 RR meetings (4 directors) + 4 Chair meetings
34	**51500**	**Directors - Allowance & Stipend**		**2,164**	**2,164**	**2,208**	**2,208**		**51500**	**Directors - Allowance & Stipend**		**2,164**	**2,208**	

		IN-HOUSE OPERATIONS ESTIMATE							CURRENT CONTRACTED SERVICE BUDGET					
Line	**Account**	**Account(T)**	**Work Order**	**FY1 (2026, June 1 onward) Budget - Low**	**FY1 (2026, June 1 onward) Budget - High**	**FY2 (2027) Budget - Low**	**FY2 (2027) Budget - High**	**In-House Ops Notes**	**Account**	**Account(T)**	**Work Order**	**2026 Budget**	**2027 Budget**	**Contracted Service Notes**
35	51560	Directors - Travel	OPR642-100	500	500	500	500	Based on 10% up to 14 RR meetings (4 directors)	51560	Directors - Travel	OPR642-100	500	500	Based on 10% up to 14 RR meetings (4 directors)
36	**51560**	**Directors - Travel**		**500**	**500**	**500**	**500**		**51560**	**Directors - Travel**		**500**	**500**	
37	52010	Travel	OPR642-100	1,276	1,508	1,656	1,893	mileage for ops staff to/from Central Facility to CRE for training and AV/SS coverage. FY1 assumes only 6 months of in-house operations, but more frequent trips (6 Low, 8 High) due to training with CEN operator, plus 5 days coverage for AV/SS. FY2 assumes 4 trips (Low), 6 trips (High), plus 10 days coverage for AV/SS.	52010	Travel	OPR642-100	0	0	Placeholder
38	**52010**	**Travel**		**1,276**	**1,508**	**1,656**	**1,893**		**52010**	**Travel**		**0**	**0**	
39	52020	Education & Training	OPR642-100	3,000	5,000	1,000	1,000	Compost operations training. Higher in FY1 for CCC cert, other compost training options. FY2 is ~70% of A120 budget.	52020	Education & Training	OPR642-100	0	0	Placeholder
40	**52020**	**Education & Training**		**3,000**	**5,000**	**1,000**	**1,000**		**52020**	**Education & Training**		**0**	**0**	
	52030	Memberships, Dues & Subscriptions	OPR642-100	**0**	**0**	**0**	**0**	Placeholder	52030	Memberships, Dues & Subscriptions	OPR642-100	**0**	**0**	Placeholder
	52030	**Memberships, Dues & Subscriptions**							**52030**	**Memberships, Dues & Subscriptions**				
43	53020	Admin, Office Supplies & Postage	OPR642-100	300	300	300	300	Shipping samples, sampling supplies, etc	53020	Admin, Office Supplies & Postage	OPR642-100	300	300	Shipping samples, sampling supplies, etc
44	**53020**	**Admin, Office Supplies & Postage**		**300**	**300**	**300**	**300**		**53020**	**Admin, Office Supplies & Postage**		**300**	**300**	
45	53030	Communication	OPR642-100	1,038	1,038	1,334	1,334	monthly cell for operator (assumes $45/mo), internet for facility $64/mo.	53030	Communication	OPR642-100	826	859	Internet for facility ~$64/month
46	**53030**	**Communication**		**1,038**	**1,038**	**1,334**	**1,334**		**53030**	**Communication**		**826**	**859**	
47	53040	Advertising	OPR642-100	1,000	1,000	1,000	1,000	On-going Education/Communication costs.	53040	Advertising	OPR642-100	1,000	1,000	On-going Education/Communication costs.
48	**53040**	**Advertising**		**1,000**	**1,000**	**1,000**	**1,000**		**53040**	**Advertising**		**1,000**	**1,000**	
49	53050	Insurance	OPR642-100	1,172	1,172	1,219	1,268	MIABC compost facility/equipment. Slight increase from contracted service due to addition of equipment insurance. Based on 75% of A120 costs. Assumes 4% increase in FY2.	53050	Insurance	OPR642-100	1,061	1,082	MIABC compost facility
50	**53050**	**Insurance**		**1,172**	**1,172**	**1,219**	**1,268**		**53050**	**Insurance**		**1,061**	**1,082**	
51	53080	Licence & Permits	OPR642-100	212	212	216	216	Well license - Annual rent	53080	Licence & Permits	OPR642-100	212	216	Well license - Annual rent
52	**53080**	**Licence & Permits**		**212**	**212**	**216**	**216**		**53080**	**Licence & Permits**		**212**	**216**	
53	54040	Consulting Fees	OPR642-100	500	750	0	0	FY1:Transform Compost Systems virtual support for new operator	54040	Consulting Fees	OPR642-100	0	0	Compost facility virtual support consultant
54	**54020**	**Professional Fees**		**500**	**750**	**0**	**0**		**54020**	**Professional Fees**		**0**	**0**	

		IN-HOUSE OPERATIONS ESTIMATE							CURRENT CONTRACTED SERVICE BUDGET					
Line	**Account**	**Account(T)**	**Work Order**	**FY1 (2026, June 1 onward) Budget - Low**	**FY1 (2026, June 1 onward) Budget - High**	**FY2 (2027) Budget - Low**	**FY2 (2027) Budget - High**	**In-House Ops Notes**	**Account**	**Account(T)**	**Work Order**	**2026 Budget**	**2027 Budget**	**Contracted Service Notes**
56	54030	Contracted Services	OPR642-100	0	0	0	0	Placeholder	54030	Contracted Services	OPR642-100	200,000	206,000	$16.7k/mo in 2026 + 3% subsequent yrs;
57	54030	Contracted Services	OPR642-100	30,000	30,000	30,600	30,600	OMRR required sampling; $3k for lab samples and collection, $3k contingency for quality failure retesting, $6k for water monitoring based on 3 wells to sample 2x/yr, leachate pond sampling, reporting etc. Added 2% annual adjustment for increases to lab sampling costs and analysis etc. Draining Leachate Pond: Assumes 3 pond draining events in 2025, then with pond expansion 2 per year after.	54030	Contracted Services	OPR642-100	30,000	30,600	OMRR required sampling; $3k for lab samples and collection, $3k contingency for quality failure retesting, $6k for water monitoring based on 3 wells to sample 2x/yr, leachate pond sampling, reporting etc. Added 2% annual adjustment for increases to lab sampling costs and analysis etc. Draining Leachate Pond: Assumes 3 pond draining events in 2025, then with pond expansion 2 per year after.
58	**54030**	**Contracted Services**		**30,000**	**30,000**	**30,600**	**30,600**		**54030**	**Contracted Services**		**230,000**	**236,600**	
59	55010	Repairs & Maintenance	OPR642-100	2,000	2,000	2,000	2,000	Facility & small equipment, i.e. generator/mixer	55010	Repairs & Maintenance	OPR642-100	2,000	2,000	Facility/equipment
60	55010	Repairs & Maintenance	OPR642-100	2,500	3,750	5,100	7,650	Loader maintenance costs. Tires need replacement every 4 years. If buying new buy with winters, and run winters YR to reduce costs. FY1 is for 6 months of in-house operations.	55010	Repairs & Maintenance	OPR642-100	0	0	Placeholder
62	**55010**	**Repairs & Maintenance**		**4,500**	**5,750**	**7,100**	**9,650**		**55010**	**Repairs & Maintenance**		**2,000**	**2,000**	
63	55020	Operating Supplies	OPR642-100	2,500	2,500	2,500	2,500	General supplies, winter sand	55020	Operating Supplies	OPR642-100	500	500	General supplies
65	**55020**	**Operating Supplies**		**2,500**	**2,500**	**2,500**	**2,500**		**55020**	**Operating Supplies**		**500**	**500**	
66	55030	Equipment	OPR642-100	3,000	4,000	500	500	Sampling & testing equipment. Solvita test kits, pie plates, thermos etc. for field tests; FY1 higher due to start-up costs (hand tool purchase etc).	55030	Equipment	OPR642-100	250	250	Sampling & testing equipment;
67	**55030**	**Equipment**		**3,000**	**4,000**	**500**	**500**		**55030**	**Equipment**		**250**	**250**	
68	55040	Utilities	OPR642-100	**2,057**	2,057	2,098	2,098	Power. Assumes 10% in FY1 due to increased tonnages, then 2% thereafter	55040	Utilities	OPR642-100	2,057	2,098	Power. Assumes 10% in 2026 due to increased tonnages, then 2% thereafter
69	**55040**	**Utilities**		**2,057**	**2,057**	**2,098**	**2,098**		**55040**	**Utilities**		**2,057**	**2,098**	
70	55050	Vehicles	OPR642-100	2,400	3,520	4,896	7,181	Fuel - loader. FY1 low is 10% of A120 for 2026, high is 15%, plus additional 10% for delivery charge and trash pump gas.	55050	Vehicles	OPR642-100	0	0	Placeholder
71	**55050**	**Vehicles**		**2,400**	**3,520**	**4,896**	**7,181**		**55050**	**Vehicles**		**0**	**0**	
72	55060	Rentals	OPR642-100	5,600	6,600	6,820	7,920	Screening of finished compost. $100/hr of screening time for rental cost, plus transportation, 10% increase in FY2 to account for increased tonnage. $100/month for portapotty rental (6 months in FY1).	55060	Rentals	OPR642-100	5,400	6,720	Screening of finished compost. $100/hr of screening time for rental cost, plus transportation, 10% increase in 2027 to account for increased tonnage.
73	**55060**	**Rentals**		**5,600**	**6,600**	**6,820**	**7,920**		**55060**	**Rentals**		**5,400**	**6,720**	

		IN-HOUSE OPERATIONS ESTIMATE							CURRENT CONTRACTED SERVICE BUDGET					
Line	Account	Account(T)	Work Order	FY1 (2026, June 1 onward) Budget - Low	FY1 (2026, June 1 onward) Budget - High	FY2 (2027) Budget - Low	FY2 (2027) Budget - High	In-House Ops Notes	Account	Account(T)	Work Order	2026 Budget	2027 Budget	Contracted Service Notes
74	56110	Short-Term Financing Interest	OPR642-100	5,013	5,013	0	0	ST loan for 1/3 of compost facility, updated	56110	Short-Term Financing Interest	OPR642-100	5,013	0	Repayment of short term 5 yr loan for compost facility ($834K)
75	56110	Short-Term Financing Interest	CAPXXXX-100	1,431	*2,142*	*3,223*	*4,835*	Interest - 5yr repayment for loader. FY1 assumes 8 months of interest payments. FY1 Low = used loader, $120k. FY1 high assumes new loader, $180k.	56110	Short-Term Financing Interest	CAPXXXX-100	*0*	*0*	placeholder
76	**56110**	**Short-Term Financing Interest**		**6,444**	**7,155**	**3,223**	**4,835**		**56110**	**Short-Term Financing Interest**		**5,013**	**0**	
77	56120	Short-Term Financing Principal	OPR642-100	166,954	166,954	0	0	ST loan for 1/3 of compost facility	56120	Short-Term Financing Principal	OPR642-100	166,954	0	Repayment of short term 5 yr loan for compost facility ($834K)
78	56120	Short-Term Financing Principal	CAP1121-100	15,998	23,998	24,000	36,000	Prinicial - 5yr repayment for loader. FY1 assumes 8 months of payments.	56120	Short-Term Financing Principal	CAP1121-100	0	0	placeholder
79	**56120**	**Short-Term Financing Principal**		**182,952**	**190,952**	**24,000**	**36,000**		**56120**	**Short-Term Financing Principal**		**166,954**	**0**	
87	59000	Contribution to Reserve	OPR642-100	5,000	5,000	45,000	45,000	Regular reserve for asset replacement - Increase by $40k in 2027 (FY2) for asset replacement after ST borrowing	59000	Contribution to Reserve	OPR642-100	5,000	45,000	Transfer to regular reserves - for asset replacement - consider increasing depending on AMP
88	**59000**	**Contribution to Reserve**		**5,000**	**5,000**	**45,000**	**45,000**		**59000**	**Contribution to Reserve**		**5,000**	**45,000**	
92	59500	Transfer to Other Service	OPR642-100	42,816	42,816	44,101	44,101	A102 Resource Recovery Placeholder; 10% of S186 transfer to A102	59500	Transfer to Other Service	OPR642-100	42,816	44,101	A102 Resource Recovery Placeholder; 10% of S186 transfer to A102
93	**59500**	**Transfer to Other Service**		**42,816**	**42,816**	**44,101**	**44,101**		**59500**	**Transfer to Other Service**		**42,816**	**44,101**	
94	59510	Transfer to Other Service - General Admin. Fee	OPR642-100	8,037	8,037	8,278	8,526	General Admin; Placeholder	59510	Transfer to Other Service - General Admin. Fee	OPR642-100	8,037	8,526	General Admin; Placeholder
95	**59510**	**Transfer to Other Service - General Admin. Fee**		**8,037**	**8,037**	**8,278**	**8,526**		**59510**	**Transfer to Other Service - General Admin. Fee**		**8,037**	**8,526**	
96	59520	Transfer to Other Service - IT Fee	OPR642-100	5,016	5,016	5,167	5,167	IT; Placeholder, license based costing	59520	Transfer to Other Service - IT Fee	OPR642-100	5,016	5,167	IT; Placeholder, license based costing
97	**59520**	**Transfer to Other Service - IT Fee**		**5,016**	**5,016**	**5,167**	**5,167**		**59520**	**Transfer to Other Service - IT Fee**		**5,016**	**5,167**	
98	59550	Transfer to Other Service - Environmental Services Fee	OPR642-100	7,767	7,767	8,000	8,000	A100 Enviro Services Placeholder 10% of S186 transfer to A100	59550	Transfer to Other Service - Environmental Services Fee	OPR642-100	7,767	8,000	A100 Enviro Services Placeholder 10% of S186 transfer to A100
99	**59550**	**Transfer to Other Service - Environmental Services Fee**		**7,767**	**7,767**	**8,000**	**8,000**		**59550**	**Transfer to Other Service - Environmental Services Fee**		**7,767**	**8,000**	

		IN-HOUSE OPERATIONS ESTIMATE							CURRENT CONTRACTED SERVICE BUDGET					
Line	**Account**	**Account(T)**	**Work Order**	**FY1 (2026, June 1 onward) Budget - Low**	**FY1 (2026, June 1 onward) Budget - High**	**FY2 (2027) Budget - Low**	**FY2 (2027) Budget - High**	**In-House Ops Notes**	**Account**	**Account(T)**	**Work Order**	**2026 Budget**	**2027 Budget**	**Contracted Service Notes**
100	60000	Capital Expenditures	CAP1384-100	0	0	0	0	Placeholder: Larger leachate pond (transfer from S186 to fund from Reg Reserves). Assumes project completed in 2025, may roll over to 2026 ($175k)	60000	Capital Expenditures	CAP1384-100	0	0	Placeholder: Larger leachate pond (transfer from S186 to fund from Reg Reserves). Assumes project completed in 2025, may roll over to 2026 ($175k)
101	60000	Capital Expenditures	CAP1384-100	25,000	25,000	0	0	Irrigation system	60000	Capital Expenditures	CAP1384-100	25,000	0	Irrigation system
106	**60000**	**Capital Expenditures**		**25,000**	**25,000**	**0**	**0**		**60000**	**Capital Expenditures**		**25,000**	**0**	
107	**TOTAL EXPENSES (in-house)**			**390,727**	***406,788***	***270,485***	***290,865***		**TOTAL EXPENSES (contracted service)**			***511,973***	***365,227***	
108	**TOTAL EXPENSES DIFFERENCE IN-HOUSE VS**			**-**	**-**	**-94,742**	**-74,362**							
109	**TOTAL REVENUE**			**-504,355**	**-504,634**	**-355,968**	**-356,252**							
110	**SURPLUS/DEFICIT**			**-113,629**	**-97,846**	**-85,483**	**-65,387**							