Regional District of Central Kootenay

JOINT RESOURCE RECOVERY COMMITTEE

Open Meeting Agenda

Date: Wednesday, October 15, 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
Meeting Password: 701014

2. **CALL TO ORDER & WELCOME**

Chair Jackman 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 October 15, 2025 Joint Resource Recovery meeting be adopted as circulated.

2.3 RECEIPT OF MINUTES

6 - 11

The September 12, 2025 Joint Resource Recovery minutes, have been received.

3. JRRC ITEMS

3.1 CONTRACT AWARD: CRESTON LANDFILL OPERATIONS AND MAINTENANCE [East Subregion]

12 - 260

The Committee Report dated October 15, 2025 from Nathan Schilman, Environmental Technologist regarding the Creston Landfill operations and maintenance contract award, has been received.

RECOMMENDATION:
That the Board approve the RDCK enter into a Services Agreement with GFL Environmental Inc. for the Creston Landfill Operations and Maintenance contract to a maximum value of $2,405,662 plus GST for the period of June 1, 2026 to May 31, 2031, with the option to renew two times for a 2 year period, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

3.2 CONTRACT AWARD: HOUSEHOLD HAZARDOUS WASTE COLLECTION, HAULING AND DISPOSAL FOR NELSON LEAFS ECO DEPOT [Central Subregion]

261 - 295

The Committee Report dated October 15, 2025 from Akane Norimatsu, Resource Recovery Technician regarding the collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot contract award, has been received.

RECOMMENDATION:
That the Board approve the RDCK enter into a Services Agreement with Environmental 360 Solutions Ltd. for the collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to a maximum value of $216,199 plus GST for the period of December 1, 2025 to November 30, 2028 with the possibility of two 1 year contract extensions upon mutual agreement, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

3.3 FOR INFORMATION: MATTRESSES REMOVED FROM RECYCLING REGULATION 296 - 301
[All Areas]

Amy Wilson, Resource Recovery Manager will provide a verbal report on the removal of mattresses from the Recycling Regulation. The following documents have been received:

- Email from BC Product Stewardship Council: Mattresses Removed from Recycling Regulation Update
- Press Release: BC Municipalities Urge Province to Keep Commitment on Mattress Recycling Program
- Draft letter to Ministry of Environment and Parks re: Updated Extended Producer Responsibility Five-Year Action Plan for Mattresses

3.4 FOR INFORMATION: CANADA PLASTICS REGISTRY 302 - 306
[All Areas]

The Committee Report dated October 15, 2025 from Heidi Bench, Resource Recovery Projects Advisor providing an update on the Federal Plastics Registry and how this new reporting requirement is expected to impact the RDCK, has been received.

3.5 FOR INFORMATION: CONSTRUCTION DEMOLITION RENOVATION WASTE MULTI-MATERIAL DIVERSION PILOT 307 - 326
[All Areas]

The Committee Report dated October 15, 2025 from Todd Johnston, Environmental Coordinator and Alex Leffelaar, Low Carbon Building Specialist, City of Nelson providing information on the planning of a Construction Demolition Renovation Waste Multi-Material Pilot program (CDRMP) at the Nakusp Landfill, has been received.

3.6 CONTRACT AWARD: PURCHASE OF TRIDEM AXLE ROLL OFF TRUCK 327 - 344
[Central Subregion]

The Committee Report dated October 15, 2025 from Larry Brown, Resource Recovery Operations Supervisor regarding the purchase of a tridem axle roll-off truck for the Central Subregion, has been received.

RECOMMENDATION:
That the Board approve the RDCK enter into a Purchase of Goods Agreement with Dawson International Truck Centres Ltd. for the supply of a tridem axle roll-off truck to a maximum value of $242,595 plus PST ($16,982), for a total of $259,577, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board of the Regional District Central Kootenay authorizes up to $400,000 to be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority – equipment financing program, for the purchase of a roll-off truck and hoist system; and that the loan be repaid within five (5) years from S187 Refuse Disposal – Central Subregion, with no rights of renewal;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal – Central Subregion.

3.7 CONTRACT AWARD: PURCHASE OF TANDEM AXLE HIGHWAY TRACTOR [Central Subregion]

345 - 362

The Committee Report dated October 15, 2025 from Larry Brown, Resource Recovery Operations Supervisor regarding the purchase of a tandem axle highway tractor for the Central Subregion, has been received.

RECOMMENDATION:

That the Board approve the RDCK enter into a Purchase of Goods Agreement with Dawson International Truck Centres Ltd. for the supply of a tandem axle highway tractor to a maximum value of $231,900 plus PST ($16,233) for a total of $248,133, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board of the Regional District Central Kootenay authorizes up to $253,483 to be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority – equipment financing program, for the purchase of a replacement highway tractor; and that the loan be repaid within five (5) years from S187 Refuse Disposal – Central Subregion, with no rights of renewal;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

3.8 CONTRACT EXTENSION: BURTON AND EDGEWOOD TRANSFER STATION OPERATIONS AND MAINTENANCE [Central Subregion]

363 - 368

The Committee Report dated October 15, 2025 from Larry Brown, Resource Recovery Operations Supervisor regarding the Burton and Edgewood Transfer Station operations and maintenance contract extension, has been received.

RECOMMENDATION:

That the Board approve the RDCK to extend the Goods and Services Agreement with CJ Industries Inc. for Burton and Edgewood Operations and Maintenance to a maximum value of $138,680 plus GST for a one year period commencing September 30, 2025 and ending on September 30, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

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 Friday September 12, 2025 9:00 am PST / 10:00 pm MST through a hybrid meeting model.

COMMITTEE MEMBERS	Director G. Jackman	Electoral Area A	In-person
	Director K. Vandenberghe	Electoral Area C	
	Director A. Watson	Electoral Area D	
	Alt. Director J. Smienk	Electoral Area E	In-person
	Director T. Newell	**Electoral Area F (Chair)**	**In-person**
	Director H. Cunningham	Electoral Area G	
	Director W. Popoff	Electoral Area H	In-person
	Director A. Davidoff	Electoral Area I	
	Director T. Weatherhead	Electoral Area K	
	Director M. McFaddin	City of Castlegar	
	Councillor C. Hawton	Town of Creston	
	Director A. McLaren-Caux	Village of Nakusp	
	Director J. Woodward	City of Nelson	In-person
	Director D. Lockwood	Village of Salmo	
	Director L. Casely	Village of New Denver	
	Director E. Buller	Village of Slocan	
MEMBERS ABSENT	Director R. Tierney	Electoral Area B	
	Director H. Hanegraaf	Electoral Area J	
	Director S. Hewat	Village of Kaslo	
STAFF	S. Horn	Corporate Administrative Officer	
	U. Wolf	General Manager of Environmental Services	
	A. Wilson	Resource Recovery Manager	
	Y. Malloff	General Manager of Finance	
	H. Bench	Project Advisor	
	Larry Brown	Resource Recovery Operations	
	N. Metz	Alt. Meeting Coordinator	

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 Newell called the meeting to order at 9:00 a.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

Moved and seconded,
And resolved:

The Agenda for the September 12, 2025 Joint Resource Recovery Committee meeting be adopted as circulated.

Carried

2.3 Receipt of Minutes

The August 20, 2025 Joint Resource Recovery Committee Minutes Revised have been received.

3. JRRC ITEMS

3.1 Regionalization Workshop
[Entire RDCK]

Heidi Bench, Resource Recovery Project Advisor, will provide a high-level analysis of what regionalization of the Resource Recovery system could look like, provide some alternative methods to address the equitability and efficiency issues identified in the 2024 System Efficiency Study, as well as provide space for discussion and feedback from Directors.

RECESS / RECONVENE The meeting recessed at 10:48 a.m. for a break and reconvened at 11:00 a.m.

Moved and seconded,
And resolved:

That Item 3.1 Regionalization Workshop lie on the table as a number of Director's are required to leave the meeting early and wish to be present to vote on the next item, with Item 3.2 Purchase of Six Roll-Off Bins for the West Sub-Region considered at this time.

Carried

3.2 Purchase of Six Roll-Off Bins for the West Sub-Region
[West Sub-Region]

The Committee Report from Larry Brown, Resource Recovery Operations Supervisor regarding the purchase of six roll-off bins for the West Sub-region, has been received.

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

That the Board approve the RDCK enter into a procurement agreement with Fusion West Manufacturing Ltd. for the supply of six roll-off bins not to exceed a value of $88,376.00 plus GST. and that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from Service S188 West Waste.

Carried

DIRECTOR ABSENT Director Jackman, Director Cunningham and Director Vandenberghe left the meeting at 11:30 a.m.

3.1 Regionalization Workshop
[Entire RDCK]

Moved and seconded,
And resolved:

That Item 3.1 Regionalization Workshop be taken from the table and discussion continued at this time.

Carried

3.3 Update to Purchase of Compacting Trailer, Resolution No. 70/25
Amy Wilson, Resource Recovery Manager will provide background information on an upcoming adjustment to Resolution No. 70/25 to include Municipal Financial Borrowing Authorization.

4. PUBLIC TIME
The Chair called for questions from the public and members of the media at 11:39 a.m.

No questions from the public.

5. CLOSED

5.1 MEETING CLOSED TO THE PUBLIC
The Open meeting will be adjourned after Closed without reconvening back into the open session unless there is business that needs to be addressed.

Moved and seconded,
And resolved:

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

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

> (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

Carried

5.2 RECESS OF OPEN MEETING

Moved and seconded,
And resolved:

The Open meeting be recessed at 11:42 a.m. in order to conduct the Closed meeting.

Carried

6. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourned at 12:06 p.m.

Carried

CERTIFIED CORRECT

Approved by

_____

Director T Newell, Chair

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

RECOMMENDATION #1

That the Board approve the RDCK enter into a procurement agreement with Fusion West Manufacturing Ltd. for the supply of six roll-off bins not to exceed a value of $88,376.00 plus GST. And that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from Service S188 West Waste.

Committee Report

October 15, 2025

Creston Landfill Operations and Maintenance Contract Award

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

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with GFL Environmental Inc. for the Creston Landfill Operations and Maintenance contract to a maximum value of $2,405,662 plus GST for the period of June 1, 2026 to May 31, 2031, with the option to renew two (2) times for a two (2) year period, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

2.0 BACKGROUND/HISTORY

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 all proposals received being over budget, 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.

On July 25th, 2025, Staff issued a Request for Proposals (RFP) for the Creston Landfill Operations and Maintenance Services contract, with the Creston Compost Facility scope removed.

The RFP closed on September 10th, 2025, and five proposals were received. Proponents were asked to provide two contract prices, one to reflect the current operating hours at the landfill, and the other to reflect the proposed reduced hours of operation (1 hour reduction per day). Reducing the hours of operation was discussed in the August 20th For Information Only Committee report, included in Attachment A. The operating hours reduction was approved in the following resolution:

> *509/25 That the Board approve a reduction of operating hours at the Creston Landfill from 9:00 AM - 4:00 PM to 9:00 AM to 3:00 PM each day, starting June 1, 2026.*

The proponents and their contract prices (not including applicable taxes) are as follows:

Proponent	Annual Cost	Annual Cost w/hours reduction	Evaluation Score (x/100)
GFL Environmental Inc. (GFL)	$481,132	$481,132	90
Core Equipment & Environmental Ltd (Core)	$579,000	$566,000	88
Environmental 360 Solutions (BC) Ltd (e360s)	$781,246	$750,784	71
SCV Waste Solutions (SCV)	$573,000	$561,927	71
Tip-It Waste Solutions Inc. (Tip-It)	$595,000	$590,000	54

Evaluation involves reviewing each proposal and awarding points based on the evaluation criteria developed with the RFP – proponents are provided with the criteria that their proposals will be judged against. Evaluation Criteria for this RFP included:

- Landfill compactor with a required minimum weight
- Landfill supervisor, staff, and corporate experience
- Positive references
- Equipment proposed for use
- Understanding of challenges/special needs/risks
- Proposal pricing
- Indigenous-ownership or affiliation

Both GFL and Core scored similarly during evaluation, however GFL scored slightly higher due to their price proposal. GFL currently holds the Creston Landfill Operations and Maintenance contract.

E360s, SCV, and Tip-It's proposals scored lower than GFL and Core, mostly due to price and/or landfilling experience.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The current Creston Landfill operations and maintenance contract and Creston compost facility operations and maintenance contract are set to expire on May 31, 2026. A new contract should be awarded as soon as possible to give the selected proponent sufficient time to prepare for the new contract starting June 1, 2026.

3.1 Alignment to Board Strategic Plan

This project aligns with:
Environmental Responsibility. The landfill 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 needs 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

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

Upon evaluation of all submitted proposals, Staff recommends awarding the contract to GFL.

GFL's proposal was the lowest cost of all proposals received. Further, GFL has extensive landfilling experience, familiarity with the Creston Landfill, adequate equipment for the contract, and a satisfactory track-record as the operations contractor at both the Creston and Ootischenia landfills.

The draft contract for GFL is included in Attachment B.

4.1 Financial Considerations of the Proposed Solution

Pricing proposals from all proponents ranged in price from $481,132 annually to $781,246 annually, with three price proposals at approximately $600,000 annually. GFL provided the lowest price proposal at $481,132.

As the pricing that GFL provided for maintaining the current hours of operations and for the one-hour reduction hours of operations were the same, Staff are proposing to award to GFL at the full contract value of $481,132 per year, not including applicable taxes, and will define prior to the contract start date if the hours will be maintained or reduced. Staff are completing an hours of operation review and the Creston Landfill will be included in that assessment.

Within the amended 2025-2029 Financial Plan for Service S186 East Subregion Resource Recovery there is $449,319 allocated in Account 54030 Contracted Services for Creston Landfill operations and maintenance for 2026. The total 2026 contract cost is $463,378 which includes $36,544 per month for January 2026 to May 2026 for the current contract, and $40,094 per month for this new contract cost thereafter. This results in a $14,059 deficit for year 2026 in the 2025-2029 Financial Plan that will be adjusted in the draft 2026-2030 Financial Plan.

Within the draft 2026-2030 Financial Plan, years 2027-2030 will have the full year contract value of $481,132 allocated plus a 3% increase each year to account for annual CPI adjustment increases.

4.2 Risks with the Proposed Solution

None at this time.

4.3 Resource Allocation and Workplan Impact

Oversight of the landfill portion of the contract is currently the responsibility of the Environmental Technologist. No impact to the Staff's workplan is anticipated.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None at this time.

4.5 Measuring Success

Success will be measured through on-going evaluation of the work being done at the landfill.

5.0 ALTERNATIVE SOLUTION(S)

There are no alternative solutions to present at this time, due to the following:

- As this is the second procurement issued for the landfill operations, it is not advisable to cancel the procurement to attempt to further modify the scope, as all options were explored previously.
- The second highest ranked proposal is an additional $84,868 per year, which is well over the available budget so awarding to the second highest ranked proponent is not considered a viable option.

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

In-House Landfill Operations

As part of works completed on reducing landfill operations costs prior to this RFP being issued, 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.

As the current contract with GFL ends on May 31, 2026, and that planning for in-house operations could be a multi-year undertaking, a new contract for a five-year term is recommended. A five-year term was recommended to obtain the best pricing. Further, the Creston Landfill Leachate Exemption request as part of the Operational Certificate Update will inform decisions on future landfill operations. Pending that outcome, Staff can bring a detailed assessment of in-house operations to Committee one to two years prior to end of the new contract term.

7.0 OPTIONS SUMMARY

Not applicable.

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with GFL Environmental Inc. for the Creston Landfill Operations and Maintenance contract to a maximum value of $2,405,662 plus GST for the period of June 1, 2026 to May 31, 2031, with the option to renew two (2) times for a two (2) year period, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

Respectfully submitted,

Nathan Schilman – Environmental Technologist

CONCURRENCE

Resource Recovery Manager – Amy Wilson
Chief Administrative Officer – Stuart Horn
Chief Financial Office – Yev Malloff

ATTACHMENTS:
Attachment A – August 20th, 2025 For Information Only Committee Report
Attachment B – Draft Services Agreement

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.

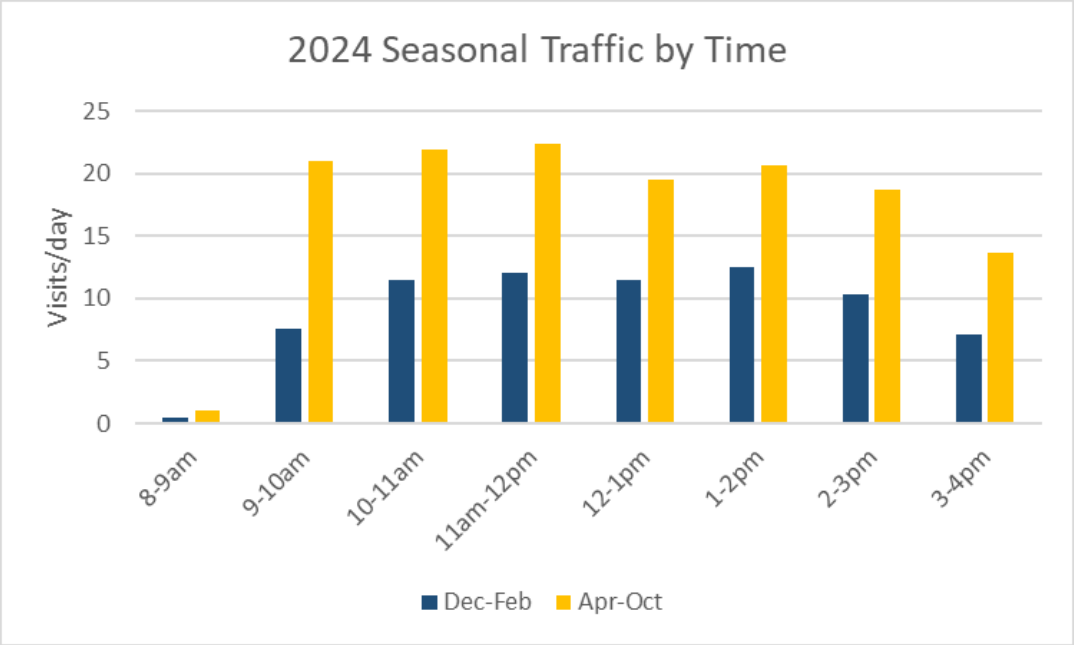
Operational Hours Reduction

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

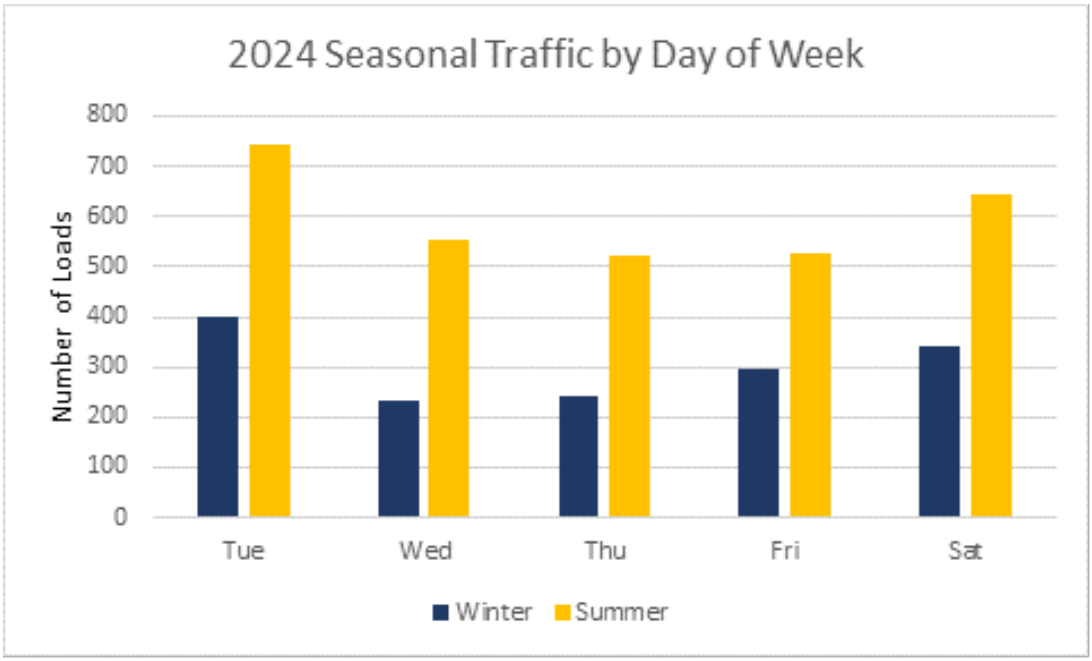


The incoming loads shown in Chart 1 between 8 and 9 AM are incidentals, and represent the loads that were permitted to enter the site when opening occurred a few minutes before the 9 AM opening time.

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

Services
Agreement

Contract #: 2024-280-ENV
Project: Creston Landfill Operations & Maintenance
GL Code: 54030 / OPR298-100

THIS AGREEMENT executed and dated for reference the:

_____ day of _____, **2025**
(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: Nathan Schilman
Telephone #: (250) 551-5937
Email: nschilman@rdck.bc.ca

AND

GFL ENVIRONMENTAL INC.
(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 **June 1, 2026** and ending on **May 31, 2031** (the **Term**). Agreement may be extended up to two (2) times for a two (2) year term upon mutual agreement.

(d) **LOCATION:** The location for delivery of the Services shall be **1501 Mallory Road, Creston BC.**

(e) **CONTRACT PRICE/RATE: $2,405,661.75** (excluding GST) at the rates and on the terms set out in Schedules B and C.

(f) **BILLING DATE:** Monthly.

(g) The following Schedules incorporated into, and form part of this Agreement.

- Schedule A: Description of Services Schedule
- Schedule B: Contract Payment Terms
- Schedule C: Pricing Schedule
- Schedule D: Personnel & Equipment
- Schedule E: Subcontractors
- Schedule F: Prime Contractor
- Schedule G: Landfill Criteria for Municipal Solid Waste
- Schedule H: Waste Fill Plans
- Schedule I: Creston Landfill Site Map
- Schedule J: Monitoring Locations Map
- Schedule K: Annual Refuse Recorded at Landfill
- Schedule L: Alternate Daily Cover
- Schedule M: Dust Suppression Specifications
- Schedule N: Resource Recovery Facilities Bylaw No. 2961
- Schedule O: Operational Certificate MR16913
- Schedule P: Contract Definitions

(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;

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(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 have their broker complete the RDCK Standard Certificate of Insurance form and provide the completed form to the RDCK, confirming proof of the insurance requirements below upon execution of this Agreement and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

COVERAGE TYPE	MINIMUM AMOUNT	MINIMUM AGGREGATE	MAXIMUM DEDUCTIBLE
(a) **Automobile Liability (third party)** insurance for vehicles used to complete the Services identified in Schedule 1 – Description of Services.	**$5,000,000**	**N/A**	**N/A**
(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	**$5,000,000 per occurrence**	**N/A**	**$5,000**
(c) **Pollution/Environmental Impairment Liability**	**$5,000,000 per occurrence**	**$5,000,000**	**$50,000**
(d) **All Risk Property** as per section 7 of this Agreement.			

5 The Contractor's **Comprehensive Commercial General Liability insurance** must be maintained by the contractor for 1 year beyond the term of the contract and include the following endorsements:

(a) name the RDCK, its elected officials, officers, employees, servants and agents as **additional insured**;

(b) **Blanket Contractual** Liability;

(c) **Cross Liability** and **Severability of Interest**;

(d) Occurrence **Broad Form Property Damage;**

(e) **Personal Injury**;

(f) Contingent **Employer's Liability**;

(g) Broad Form **Product** and **Completed Operations**;

(h) **Owners and Contractors Protective**;

(i) **Non-Owned Automobile** Liability;

(j) **Attached Machinery;**

(k) **Firefighting** Expenses;

(l) 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);

(m) 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**;

(n) 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;

6 The Contractor's **Pollution/Environmental Liability insurance** shall include bodily injury, property damage, clean-up, monitoring and remediation costs. The Contractor shall renew the policy for minimum of 3 years after the completion of the Services. If the Contractor elects not to renew the policy after the completion of the Services, the contractor shall purchase at minimum a 3 Year Extended Reporting Endorsement. Such insurance will include the following endorsements:

(a) name the Regional District, its elected officials, employees, officers, agents and others as an **additional insured**;

(b) **Blanket Contractual** Liability;

(c) **Cross Liability** and **Severability of Interests**;

(d) **Asbestos Abatement**;

(e) 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);

(f) 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**;

(g) 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.

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7 The Contractor shall provide and maintain **All Risk Property insurance** for equipment and tools needed for this contract, as well as work product and materials through the completion of the Services. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Such insurance will include the following endorsement:

(a) **Installation Floater**

8 The Contractor shall be solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Contractor or that is required by the Contractor to fulfill its obligations under this Agreement with such additional insurance maintained and provided at the sole expense of the Contractor and with the Contractor being responsible for obtaining whatever additional insurance it deems necessary.

9 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.

INDEMNITY

10 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

11 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.

12 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.

13 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 25, 26, 27, 28, 29 - *RDCK's Right to Terminate the Contract.*

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14 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

15 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.

16 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.

17 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.

18 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

19 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

20 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

21 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.

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RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

22 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.

23 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.

24 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

25 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.

26 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 22, 23 and 24 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.

27 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

DRAFT

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.

28 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.

29 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

30 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.

31 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.

32 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

33 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.

34 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.

DRAFT

35 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.

36 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.

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

38 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

39 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.

40 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

41 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.

42 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.

43 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

44 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.

DRAFT

STAFF RESOURCES AND MANAGEMENT

45 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.

46 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.

47 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

48 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

49 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

50 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.

51 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

DRAFT

- 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

52 The RDCK Representative will inspect the Work during the period of operation and will observe the Work in progress on behalf of the Regional District. The RDCK 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.

53 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.

54 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 RDCK 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.

55 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.

56 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

57 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

58 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

59 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.

DRAFT

SEVERABILITY

60 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

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

62 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.

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

64 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.

65 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

66 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 or cash deposit (certified cheque or bank draft) for 20% of the annual contract amount OR performance bond for 50% of the annual Contract Price detailed in Schedule C: *Pricing Schedules*, 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

67 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 25, 26, 27, 28 and 29 - *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

DRAFT

(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

68 Time shall be of the essence of this Agreement.

69 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.

70 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.

71 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.

72 A waiver under Section 71 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

73 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.

74 The copyright in the Material belongs to the RDCK.

75 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.

76 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.

77 Where the Contractor is a partnership, all partners are to execute this Agreement.

78 Sections 2 c), d), Sections 10 and 74 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

DRAFT

79 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	**GFL ENVIRONMENTAL INC.**
(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)

DRAFT

SCHEDULE A: DESCRIPTION OF SERVICES

All services described within Schedule A shall be included in the monthly payment and shall be at no extra cost to the Regional District unless stated otherwise within the individual subsection for each specific task.

A. Local Conditions

The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself at his own cost and risk, with respect to the local conditions to be encountered and the quantities, quality and practicality of the work and of his methods of procedure. No verbal agreements or conversations with any officer, agent, or employee of the District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

B. Reference Points and Layout

The Contractor, upon entering the site for the purpose of beginning Work, shall locate all monitoring wells, reference points, survey stakes, and legal survey pins, and take all necessary precautions to prevent their destruction. In the case of willful or careless destruction, he shall be charged with the resulting expense of replacement and shall be responsible for any mistakes that may be caused by the loss or disturbance of any such monitoring wells, reference points, and/or survey stakes.

The Contractor shall not proceed with the Work until he has received instructions required for the execution of the Work from the Regional District.

If the Contractor, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by the instructions, he shall inform the Regional District immediately in writing and the Regional District shall promptly verify the same and issue appropriate instructions. Any work done after such discovery, before further work is authorized, will be done at the Contractor's risk.

C. Hours of Operation

The Contractor is required to have staff present on site during all posted hours of operation. The hours of operation are set at the sole discretion of the Regional District of Central Kootenay and may be adjusted from time to time.

The current hours of operation are 9:00 to 4:00 pm Tuesday through Saturday and closed on all statutory holidays in British Columbia.

The RDCK is considering reducing operating hours to 9:00 am to 3:00 pm Tuesday through Saturday and closed on all statutory holidays in British Columbia. If implemented, the operating hours change would take effect on June 1, 2026, and the Contract Price – Reduced Hours of Operation price provided in Section 3 – Pricing of the Proposal Submission Form would apply.

In the case of temporary adjustment of hours of operation, payment to the Contractor will be adjusted based on

DRAFT

the Extended or Reduced Hours of Operation Surcharge (Temporary) provided in Section 3 – Pricing of the Proposal Submission Form.

D. Off-Hour Site Access

The RDCK does not allow off-hour access to the Creston Landfill for Mixed Waste disposal unless preapproved by the RDCK. No off-hour disposal will be allowed after the daily closure time or on Sundays, Mondays and Statutory Holidays as listed in Section C – Hours of Operation, except as outlined in Section E – Site Operations.

E. Site Operations

The Landfill shall remain open to the public as described in Section C – Hours of Operation.

The Contractor shall continue work after landfill hours as required to meet the daily specifications contained herein. The Contractor shall have staff in attendance for as long as is necessary to dispose of and to properly cover the Day's Mixed Waste, and as long as is necessary to dispose of and to properly manage in-coming organic wastes.

A minimum of one member of the Contractor's staff shall remain on site every working day until the Regional District gate attendant employee is ready to exit the site – typically 30 minutes after site closure. The Contractor's staff member shall confirm that the Regional District employee has exited the site at the end of the operating day.

The RDCK reserves the right to authorize Regional District vehicles or other Contractors working for the Regional District to access the landfill after hours when the Contractor is not in attendance. On special occasions, the Contractor may be required to open the Landfill to coordinate with other Contractors or to accept loads outside of normal operating hours. The Contractor shall be required to process after-hours loads in accordance with these specifications. Under such circumstances, the Contractor shall be paid for the time that their staff are at the landfill and for 30 minutes of mobilization / demobilization time at the hourly price specified in Schedule 1 - Pricing Schedules.

The Contractor shall supply and service a washroom, change area, and lunch area that meets WorkSafeBC requirements for working around pathogens.

F. Personnel

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to carry out the Work. The Contractor acknowledges that its employees, agents and sub-contractors may come into contact with the public in the execution of this Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under this Contract shall conduct themselves in a courteous and polite manner towards the public.

The Contractor shall have sufficient personnel on duty at the Sites at all times during the hours of operation together with the equipment specified in Schedule 3 - Equipment List to manage the receiving and disposal of Mixed Waste, to maintain the site, and to provide assistance to the public and commercial users of the Sites as required. The Contractor shall also be available at all times to respond to emergencies, should emergencies occur.

All Contractor personnel shall respond appropriately to environmental management or other issues that arise during performance of their duties under the Work (responding to spills, managing found Hazardous Wastes, etc.).

All employees employed by the Contractor must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. All employees shall be trained in the terms and conditions of this Contract and shall conduct their work at all times in accordance with these terms and conditions

The Regional District may request the Contractor to suspend, discharge or take other disciplinary action against any of his employees or agents involved in performing the works or providing the service required under this Contract for any one or more of the following, which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said employee or agent is performing any work or service under this Contract:

i) intoxication;
ii) unauthorized operation of vehicles or other equipment;
iii) use of foul, profane, vulgar or obscene language;
iv) solicitation of gratuities or tips from any person for services performed under this contract;
v) permitting unauthorized use of RDCK facilities by others;
vi) wanton or malicious damage to or destruction of private or public property;
vii) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations or Contractor's safety program and operational training
viii) any action which may constitute a public nuisance or disorderly conduct or be construed as abusive behaviour or be considered a threat to the public or public relations;
ix) any conviction under the Criminal Code of Canada or the *Offence Act* of British Columbia of any employee or agent of the contractor for an act done in the course of his performance of work under this Contract.

The Contractor shall comply forthwith with each such request and shall satisfy the RDCK that the employee or agent has been properly disciplined and has given assurance that the offence and breach shall not recur or that the said employee or agent has been removed from further involvement with Work or service under this Contract.

All employees of the Contractor who will be working on RDCK property will be identified in Schedule 3-1 – Contractor's Personnel. The list of Contractor employees shall only be altered with advance written approval of the Regional District.

Supervisor(s)

The Contractor shall, at all times during the term of this Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor.

The Landfill Supervisor shall have a minimum of five years experience operating a sanitary landfill as defined by the BC Landfill Criteria for Municipal Solid Waste. The Supervisor shall maintain certification as a SWANA Manager of Landfill Operations or equivalent as agreed to with the RDCK for the duration of the contract.

The Landfill Supervisor shall be trained in Chance Find Procedures, as they relate to potential archeological artifacts being unearthed at the Site.

The Supervisor shall represent the Contractor for the Work, and directions given to them 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.

Operator(s)

A landfill operator certified as a BC Qualified Landfill Operator (SWANA Landfill Operator Basic certification or equivalent), who is familiar with the requirements of the Operational Certificate and the specifications of the Design and Operations Plan, shall be present on the landfill site at all times during operating hours.

The operator shall be trained in Chance Find Procedures, as they relate to potential archeological artifacts being unearthed at the Site.

The operator shall also, prior to the commencement of the Contract, obtain certification in WorkSafeBC recognized First Aid Level One and Workplace Hazardous Material Information System (WHMIS). The cost of all training shall be at the Contractor's expense.

Proof of certification for the above noted courses shall be required. In the event that proof of certification is not received by the commencement of the Contract, a monthly penalty of ten (10%) percent of the monthly contract payment due to the Contractor shall apply until such time as the Regional District receives proof of certification.

The supervisor(s) and operator(s) may be the same person.

RDCK Field Staff

The Regional District will have staff on site to collect user fees, provide gate control, and assist in waste screenings at the small vehicle transfer station. The contractor will be responsible for working with the RDCK designate and RDCK field staff to ensure this work is being carried out. This includes but is not limited to:

- Coordinating with RDCK designate to provide regular feedback on landfill operations as completed by the RDCK field staff.
- Timely reporting to the RDCK designate on concerns around job duties and performance of RDCK field staff. The operator will not engage directly with the RDCK staff on concerns related to employee performance. A detailed report would require the contractor to provide specific details such as date, time, and situation.
- Frequent communication with the RDCK staff on observed loads and informing RDCK staff to apply special handling fees, material code changes, etc. based on observation.

G. Work by Contractor

The Work of this Contract to be performed by the Contractor shall include all work necessary to properly operate the Landfill and associated facilities in a manner acceptable to the Regional District and in compliance with applicable regulations and without adverse impacts on neighbouring properties and residents in the area.

Operation and Maintenance of the Landfill shall include, but not be limited to the following tasks:

i) unlocking and locking entrance gates
ii) maintaining entrance gates and access points
iii) keeping required records
iv) staying up to date on current version of the Resource Recovery Regulatory Bylaw as it gets amended and revised
v) emptying all roll off bins from the small vehicle transfer station in the appropriate areas and ensuring the area is kept free of litter and deposited materials
vi) directing traffic to the appropriate unloading area and placing signs and barricades to control traffic
vii) inspecting incoming loads and ensuring that Prohibited Wastes and Controlled Wastes are not deposited at the Active Face
viii) checking and ensuring that Landfill customers deposit all Controlled Waste substances at the designated Controlled Waste area
ix) supervising unloading in materials diversion areas (e.g. scrap metal area, wood waste area, yard & garden area) to ensure that customers do not contaminate those areas with undesirable materials
x) operating, supervising and maintaining storage areas and/or bins/bunkers for recycled goods including, but not limited to Scrap Metals, CFC/HFC Appliances, propane tanks, tires, and lead acid batteries
xi) supervising and maintaining the Clean Wood Waste and Yard Waste storage areas
xii) spreading, levelling and compacting Mixed Waste to the required density
xiii) applying Alternate Daily Cover at the end of each working day
xiv) excavating, loading, transporting and spreading additional Daily Cover Material on the Active Face as required
xv) excavating, loading, transporting and spreading Intermediate Cover Material on the top of each Lift
xvi) excavating, transporting, placing and compacting soils to construct berms and to construct access to disposal area(s)
xvii) constructing access and turn-around areas as required to provide access
xviii) maintaining access roads to waste dumping areas from the end of pavement of existing roadways and turn-around areas
xix) maintaining roads and operating surfaces in good condition
xx) controlling dust on roads and on the active area of the Landfill
xxi) removing snow and sanding all roads and operational areas including the scale deck and recycling areas
xxii) maintaining and servicing all landfill equipment
xxiii) maintaining access to all on-site groundwater monitoring locations
xxiv) Erecting, maintaining, and relocating litter control fencing supplied by the RDCK
xxv) collecting litter daily at the Site, at entrance gate and along the public roadways approaching the Site
xxvi) periodic cleaning out of all run-off control ditches
xxvii) supplying sign posts; erecting signs as needed for operations and safety
xxviii) neatly stockpiling Wood and Yard Waste
xxix) neatly stockpiling Scrap Metal, Tires, and CFC/HFC Appliances
xxx) maintaining perimeter of electric predator fence
xxxi) operating and maintaining the electric predator fence as per standard operation and maintenance procedures
xxxii) monitoring the landfill gas works and flare and reporting any issues to the RDCK, as well as minor maintenance as required (replacing parts, opening/closing valves)
xxxiii) other Force Account work as directed and authorized by the Regional District, and
xxxiv) provisional work items that the Regional District may elect to include in the scope of work for this Contract including operating the landfill for extended or reduced hours.
xxxv) securing and locking up the landfill site at the end of the day

DRAFT

Work by Others

The Regional District may undertake the following work by its own forces or by Others:

i) installing and maintaining fencing
ii) making final rulings on acceptable and unacceptable wastes
iii) establishing survey location and control points, surveying and periodic grade control
iv) compaction testing of earthworks and Mixed Waste density
v) seeding
vi) provision of information signs at the entrance to the Site
vii) provision of utilities for existing works and buildings
viii) final cover construction
ix) provision of aggregate for road maintenance
x) provision of soil for Daily and Intermediate Cover Material
xi) draining CFC/HFC from refrigeration units
xii) scrap Metal removal
xiii) wood and yard and garden waste grinding
xiv) tire removal
xv) environmental monitoring

Notwithstanding the Contractor's responsibilities, the Regional District shall maintain overall authority for management and control of the Site. Nothing in this Contract grants the Contractor any interest in the Site, and the Regional District may, at its discretion, retain others to carry out work on and around the Site.

H. Traffic Control

The Contractor shall direct all traffic to the appropriate unloading area by signs or personnel, be it the Active Face, recycling area, composting area, Controlled Waste area, or some other predefined area.

The various facilities shall be clearly marked with easily readable, Regional District supplied, professionally painted signs. Also, access to the various facilities shall be clearly indicated. Providing these signs will be the responsibility of the Regional District. Provision of sign posts and installation of signage will be the responsibility of the Contractor.

Any dangerous obstructions or other hazards such as steep slopes shall be clearly marked and blocked off. This is the responsibility of the contractor.

I. Small Vehicle Transfer Station

The Contractor shall assist in the safe operation of the small vehicle transfer station and maintain the facility in top working order, which shall include:

i) coordinating with the RDCK field staff on waste screening and acceptance practices
ii) Supervising the unloading of customer material, including the screening of material for controlled and prohibited items as required by the RDCK Resource Recovery Bylaw
iii) emptying the bins whenever they become full

DRAFT

iv) ensuring bins are accessible for disposal by opening the bin lids at the start of each day and after transferring the contents to the landfill
v) closing the bin lids at the end of each day
vi) keeping the facility clean at all times, including litter control on and around the tipping wall, vehicle turnaround area, behind the waste bins and along the litter fence lines.
vii) routine maintenance of the disposal bins (issues requiring welding services must be reported to the RDCK immediately to arrange service)
viii) washing the bins as required to keep them clean
ix) removing snow from the small vehicle transfer station and the bin lids
x) sanding in icy conditions

J. Bin Hauls

The Contractor will empty the waste bins whenever they become full by transporting the bin from the small vehicle transfer station to the active landfill face, the Compost Facility, or the metal / clean wood pile to empty the contents and then return the bin to the small vehicle transfer station. Upon return to the small vehicle transfer station, the Contractor will immediately open the bin lids to allow disposal into the bins.

K. Waste and Recyclable Categories Tracked by RDCK

At this time the Regional District tracks the incoming volumes of waste and recyclables in the following categories:

i) Mixed Waste
ii) Construction, Demolition and Renovation
iii) Land Clearing Debris
iv) Asbestos
v) Bulky Waste
vi) Waste Soil and Uncontaminated Soil
vii) Noxious Weeds
viii) Major Appliances accepted in the Major Appliance Recycling Roundtable (MARR) Stewardship Agency, and ODS-Containing Products that are excluded from this program
ix) Heavy Duty Industrial, Commercial or Institutional (ICI) Air Conditioning Units
x) Scrap Metal
xi) Clean Wood Waste
xii) Yard and Garden Waste
xiii) Organic Waste
xiv) Biosolids
xv) Tires

The Regional District Reserves the right to add, remove or change categories as required to properly track incoming Municipal Solid Waste and waste reduction efforts and possible bans. If changes are made the Contractor will be informed and if required the payment schedule will be adjusted in consultation with the Contractor to ensure that the Contractor is fairly compensated for the work associated with each type of Municipal Solid Waste or Recyclable Material that is handled.

L. Prohibited Waste

The Contractor and his staff shall be familiar with all Accepted and Prohibited Wastes at the Creston Landfill (see

DRAFT

Schedule 'D' of the RDCK Resource Recovery Facilities Regulatory Bylaw No. 2961). In the event, that any prohibited materials in a load are not detected at the Landfill Attendant's Gate House, the Contractor shall not allow the public to dispose of these prohibited materials.

The Contractor shall advise the RDCK Representative if any waste observed at the Landfill might contain Prohibited Waste and shall follow the Regional District's instructions in regard to its interception, separation, removal and disposal. This will include providing adequate documentation and reporting to the Owners Representative to ensure that the Regulatory Bylaw can be applied.

M. Enforcing Bans

The Contractor shall diligently enforce the RDCK Resource Recovery Regulatory Bylaw, including prohibitions and regulations for Municipal Solid Waste, Controlled Waste, Recyclable Materials, Prohibited Wastes, and Product Stewardship Materials. The Contractor will ensure consistent and accurate monitoring and enforcement of the Bylaw to apply variable tipping fees and special handling fees whenever the Bylaw requires, including providing photo and relevant documentation for instances of non-compliance.

In addition to incidental observations and reporting of non-compliance, inspections of select loads suspected of containing Controlled Waste or Recyclable Materials will be conducted twice monthly and submitted to the RDCK. The following information must be recorded for inspections and any instance of non-compliance and sent to the RDCK Representative via text or email: Date/Time, Hauler/customer, at least 3 photos of the load and non-compliant materials, and percent estimate of Controlled Waste/Recyclable material in load.

License plates of vehicles bringing Prohibited Waste, or Controlled Waste without advance notice, to the Landfill shall be recorded and immediately reported to the Landfill Attendant.

N. Removal of Prohibited Waste

Prohibited Waste that is deposited at the Landfill Active Face shall be extracted, if possible, and placed in an assigned Prohibited Waste storage area. The Regional District shall arrange to dispose of accumulated Prohibited Waste in a suitable manner and the cost of such disposal shall be paid for by the Regional District.

If Materials Prohibited for Disposal at RDCK Organics Waste Processing Facilities is deposited at the Compost Facility, the Compost Facility Operator will be permitted to dispose of the Materials Prohibited for Disposal at RDCK Organics Waste Processing Facilities at the Landfill, if it is not also considered Prohibited Waste as per Schedule D of the Bylaw.

O. Controlled Waste

The Contractor and his staff shall be familiar with all Controlled Waste at the Creston Landfill (see Schedule 'C' of the RDCK Resource Recovery Facilities Regulatory Bylaw No. 2961).

The Contractor shall whenever possible be given twenty-four (24) hour notification before the arrival of all Controlled Waste including a description of the type and quantity of Controlled Waste. The Contractor will be required to prepare the disposal site for the Controlled Waste upon its arrival. The Contractor shall completely

DRAFT

cover the Controlled Waste with a layer of compacted Daily Cover Material immediately after the Controlled Waste has been deposited.

The depth of Daily Cover Material placed over the Controlled Waste shall be as follows:

Material	Depth
Asbestos	600 mm
Dead Animals and Parts	1,000 mm
Condemned Foods and Food Processing Waste Infested Vegetation, Noxious Weeds	300 mm or as directed by the RDCK Representative

Controlled Waste shall be deposited in the active filling area or another on-site area designated by the Owners Representative.

P. Recycling Programs

The Contractor shall cooperate with any authorized recycling program and shall whenever possible direct those using the landfill site to deposit all Recyclable Materials at any recycling depot located nearby. The Contractor may be required to assist an authorized recycling program by making available at the Regional District's request the use of his equipment for the purposes of loading or unloading Recyclable Materials stockpiled on the landfill site or being delivered to the site.

Q. Recycling Operations

The Contractor shall encourage recycling in the Regional District by directing Landfill customers who bring recyclables to the Site to the appropriate recycling areas on-site or to other recycling facilities in the vicinity.

The Contractor shall assist in the maintenance, cleaning, and proper storage of on-site marshalling areas for the following materials:

- Clean Wood Waste
- Yard & Garden Waste
- Scrap Metals
- Major Appliances accepted in the Major Appliance Recycling Roundtable (MARR) Stewardship Agency, and ODS-Containing Products that are excluded from this program Reuse Shed
- Tires
- Batteries
- Propane Tanks
- Residential Recycling

The Contractor may be asked to provide additional recycling facilities for other products at the Site in the future or to close certain areas if alternate facilities are provided for these products by the private sector within the Regional District.

The Regional District shall arrange for shipment of accumulated recyclables to market whenever quantities start to exceed available storage space, as determined by the Resource Recovery Manager. The Contractor shall notify

DRAFT

the Regional District once nearing capacity for storing Recyclable Materials so arrangements can be made for removal prior to reaching or exceeding capacity.

Specific Contractor responsibilities for each recyclable material category are described in the following sub-sections:

Clean Wood Waste, and Yard & Garden Waste

Clean Wood Waste, including dimensional lumber from construction operations shall be deposited in the Clean Wood Waste stockpile designated by the RDCK Representative. The Clean Wood Waste materials shall be chipped by Other Contractors periodically. The Contractor shall transport 1,000 m^3 of wood chips per year to the borrow area and blend the chips with soil for use as Daily Intermediate Cover Material during the winter months.

Yard & Garden Waste shall be deposited in the Yard & Garden Waste stockpile adjacent to the Compost Facility. The Yard & Garden Waste materials shall be chipped by Other Contractors periodically. The Contractor shall turn the chipped material three times per year to promote decomposition and relieve excess heat from the pile. The Compost Facility Operator shall be permitted access to the chipped Yard & Garden on an as-needed basis for processing with other incoming organics feedstock.

The Contractor shall keep the stockpiles neatly piled at all times and free from other non-organic contamination. The Contractor shall be responsible for removing any such contamination on an on-going basis.

No burning of Wood Waste or Yard & Garden Waste shall be permitted at the Landfill.

Scrap Metal and Major Appliances and Excluded ODS-Containing Products

Scrap Metals and Major Appliances (including Excluded ODS-Containing Products) shall not be landfilled. A specific location at the Site will be allocated for the receipt, storage, segregation and stockpiling of all Scrap Metals and Major Appliances and Excluded ODS-Containing Products by the Contractor, excluding auto hulks.

The Contractor shall keep the Scrap Metal stockpile free of contamination and well sorted. The Scrap Metals shall be pushed up and stacked in a safe manner.

The Contractor shall handle Scrap Metal and Major Appliances and Excluded ODS-Containing Products by:

i) directing loads of clean Scrap Metal and all Major Appliances and Excluded ODS-Containing Products to the designated storage areas;
ii) directing refrigeration units containing ODS to a separate collection area where units must be stored upright until the ODS is collected;
iii) incorporating units clearly labelled as ODS-free into the Scrap Metal stockpile once ODS materials have been removed;
iv) consolidating the pile as required by the RDCK Representative; and
v) grading and cleaning up the site after Scrap Metal is removed by Other Contractors.

The Regional District shall arrange to have the ODS drained from refrigeration appliances at the Site by an authorized technician. The Scrap Metal shall be crushed, compacted and hauled away by Other Contractors for

recycling.

Tires

Passenger car and light truck tires shall be sorted into three defined stockpiles: tires off rim (16" or smaller or marked P, LT or T), ties off rim (larger than 16" or smaller or marked P, LT or T), and tires on rim (all sizes).

Tires with tread code C (Compactor), E (Earthmoving), G (Grader), L (Loader), IND (Industrial) or NHS (Not for Highway Service) generally referred to as Grader/Loader or Small-Off-The-Road or Large-Off-The-Road tires are not recyclable and shall be landfilled by the Contractor.

The Regional District shall arrange to have the passenger car and light truck tires shipped off-site for recycling. The Contractor is responsible for coordinating with the RDCK representative to ensure accurate and timely tire counts are provided, to coordinate with the tire recycler if needed, and to ensure the tires are stored in a neat and tidy manner as per the recycler's requirements.

Batteries

An area for on-site stockpile of automotive batteries is provided and maintained by the RDCK. The Contractor shall remove lead acid batteries if inappropriately disposed of and deposit them in the designated area.

The Regional District shall arrange to have the batteries shipped off-site for recycling.

Propane Tanks

A designated area for the receipt and storage of used propane tanks shall be provided and maintained and wherever possible the Contractor shall direct and/or remove propane tanks if inappropriately disposed and deposit them in the designated facility. Propane tanks must be stored upright and away from traffic.

The Regional District shall arrange to have the propane tanks shipped off-site for recycling. The Contractor is responsible for coordinating with the RDCK representative to ensure accurate and timely propane counts are provided, to coordinate with the propane tank recycler if needed, and to ensure the propane cylinders are stored in a neat and tidy manner as per the recycler's requirements.

R. Soils Delivered to Site

Cover Soil

Cover Soil suitable for use in Daily and Intermediate Cover Material shall be accepted at the Landfill. The Contractor shall be responsible for ensuring the Cover Soil is suitable for Daily and Intermediate Cover Material, for example no wet mud and no contamination such as stumps or concrete blocks.

The Contractor is required to direct such loads to appropriate stockpiling areas to facilitate incorporation of the incoming material into Daily and Intermediate Cover Material.

Metals Contaminated Soil

The Contractor shall stockpile or deposit Metals Contaminated Soil as directed by the RDCK Representative. Depending on soil quality some Metals Contaminated Soils may be deemed Cover Soil by the RDCK Representative.

Hydrocarbon Contaminated Soil

The Contractor shall stockpile or deposit Hydrocarbon Contaminated Soil as directed by the RDCK Representative. Depending on soil quality some Hydrocarbon Contaminated Soils may be deemed Cover Soil by the RDCK Representative.

S. Dried Septage Material

The District operates an off-site septage drying/processing facility in co-operation with the Town of Creston. Approximately twice per year, dried septage material may be removed from the septage facility and delivered to the Site. The Contractor shall consolidate the deposited material into large stockpiles to minimize the use of space. The material will be used as a landscape material for future phased closure projects.

T. Contractor's Equipment

Prior to commencing the Work, the Contractor must submit a list containing make and model years of all equipment used in the Work to the RDCK for approval.

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

Equipment Types

The Contractor shall provide the following Equipment which must be at the Site at all times and available for Work.

(a) One steel-wheeled landfill compactor of a minimum weight of 20,500 kg originally designed and built specially for compaction at sanitary landfill sites and not converted from some other use. This compactor shall be used for spreading and compacting waste to a density of at least 650kg/m3. The selected machine must be able to lift and place the steel plates used as Alternate Daily Cover unless another piece of equipment is provided for this purpose (e.g. wheel loader). Compactor wheels shall be furnished with new cleats at the beginning of the contract, and cleats shall be replaced in entirety if they exhibit more than 50% wear (as averaged among a representative sample of cleats) at any time during the Contract.

(b) A water truck or tank that can be transported anywhere on site. The capacity shall be a minimum of 4000 L and the truck or tank shall be equipped with a gas powered pump and watering bar and 50 metres of fire hose. This unit shall be kept full at all times. A water well is located near the scale building.

(c) Heavy equipment capable of:

- excavating soil material from a stockpile or borrow area;
- quickly moving dirt from a stockpile to a fire area;
- placing and removing Iron Grizzly steel plates, Alternate Daily Cover, on a daily basis; and
- maintaining diverted material storage areas.

(d) A dump truck capable of transferring soil material from a stockpile or borrow area to the Active Face on a routine basis or to a fire area in the event of an emergency.

(e) A truck equipped with a hydraulic ram and capable of transferring bins between the small vehicle transfer station and the landfill.

The RDCK is willing to consider equipment types or modifications that may combine the requirements outlined for (b), (d), and/or (e) above. The Contractor is responsible for all operational costs, including maintenance, repairs and replacement of all equipment. All equipment shall be equipped with a fire extinguisher and spill kit. All on-site fuel tanks shall meet fire and spill containment specifications. It is the contractor's responsibility to maintain servicing of fire extinguishers and spill kits for each piece of equipment

Additional Equipment types, sizes and numbers in addition to the equipment specified above are to be made by the Contractor at his sole discretion.

Equipment Tasks

The Equipment provided by the Contractor shall be capable of performing the following tasks for the Landfill:

i) spreading and compacting Mixed Waste
ii) excavating soil materials for berms and Daily and Intermediate Cover Materials
iii) placement of Iron Grizzly steel plates as Alternate Daily Cover
iv) hauling of excavated soil materials to points of use
v) compacting earth fills and roadways
vi) constructing and grading access Roads
vii) watering of fills and Roads for both compaction and dust control
viii) constructing face berms
ix) controlling fire
x) maintaining roads and ditches
xi) moving recyclables and bulking up Wood Waste, Yard Waste and Scrap Metal storage areas
xii) transporting bins from the small vehicle transfer station to specified locations on site

Equipment Availability

The maximum acceptable down-time span for Equipment required for daily operation of the Site shall be 24 hours. The Contractor shall replace any equipment broken down longer than 24 hours without cost to the Regional District.

Equipment Maintenance

The Contractor shall be responsible for maintaining and servicing its Equipment, including fuel, grease, service, etc.

DRAFT

The Contractor shall keep his Equipment in good repair in accordance with the Occupational Health and Safety Regulation.

The Regional District agrees to allow the Contractor to store his Equipment at the Site during non-operating hours, but accepts no responsibility for damage or vandalism. The Contractor shall not store any other Equipment or material at the Landfill other than that Equipment and materials used for Landfill operations or construction or maintenance of equipment or as otherwise permitted by the Regional District.

Equipment Noise Control

The Contractor shall ensure his Equipment has appropriate noise abatement systems. At all times his Equipment must meet the noise emission standards as outlined in Society of Automotive Engineers (S.A.E.) J88 - Sept. 1980 "Sound Measurement - Earthmoving Machinery".

The Contractor shall not operate any Equipment on the Site before 7 am and after 6 pm unless approved beforehand by the Resource Recovery Manager or in emergencies such as during Landfill fires or floods.

Equipment Replacement

If the compaction equipment breaks down, the Contractor shall provide within 48 hours a machine capable of achieving equivalent compaction.

Failure to provide an equivalent replacement machine may result in a deduction to the Contract based on substandard compaction as described in these specifications.

U. Regional District Design and Operations Plan

The Landfill shall be constructed and operated following the Regional District of Central Kootenay Creston Landfill Design and Operations Plan, or fill plan guidance prepared by RDCK's qualified professional.

The Regional District reserves the right to update and revise the Design and Operations Plan from time-to-time.

V. Landfill Operations

Filling Plan

The planned sequence of phase-by-phase development of the Landfill is documented Schedule H – Waste Fill Plans.

Prior to commencing any expansion of the existing landfill footprint, the Contractor shall obtain confirmation from the Regional District on the boundaries of the proposed fill area(s) and ensure that adequate grade stakes and/or directions have been provided by the Regional District.

Daily and Intermediate Cover Material requirements for operations will be met with directions from the Regional

District by borrowing from on-site borrow areas or existing material stockpiles. The Regional District will import additional material if on-site supplies are exhausted.

Landfilling Method

The Landfill shall be constructed systematically in Cells, Strips and Lifts using the Area Fill Method as shown in Schedule H – Waste Fill Plans

The Contractor shall construct the Landfill in a series of Cells containing the compacted Mixed Waste material as directed by the Regional District according to the approved Design and Operations Plan. The Contractor shall be consulted in the event the Design and Operations Plan affects the Landfill operation.

The actual landfill operation and maintenance schedule may be changed from time to time in consultation with the Contractor and the Regional District. Schedule I – Creston Landfill Site Map provides a plan of the present operations. No additional costs will be incurred to the Regional District unless mutually agreed to by the Contractor and the Regional District.

The Contractor shall construct the Landfill to the shapes, directions and grades indicated in Schedule H and following the instructions of the RDCK Representative.

The Operational Certificate requires that Alternate Daily Cover and/or Daily Cover Material be placed daily on all Mixed Waste deposited.

Operations at the Active Face

The Contractor shall be responsible for the direction and control of deposition of Mixed Wastes in the Landfill and shall supply all Equipment, labour and materials for the consolidation of Mixed Waste into Cells, spreading and compaction of the Mixed Waste, and the excavation, hauling and placement of Daily and Intermediate Cover Material.

The unloading of Mixed Waste on the Site shall be restricted to an area such that the Mixed Waste material can be easily incorporated into the Working Face with the Equipment available. The Contractor shall regularly spread and compact the incoming Mixed Waste material at the Working Face. At no time shall the Contractor allow more than 75 m^3 of Mixed Waste to be piled up at the Active Face before spreading and compacting the Mixed Waste material.

The Contractor shall be responsible for the safety of the Public unloading material at the Active Face. The Contractor shall maintain voice communication with the Landfill Attendant via a two-way hand-held radio, which shall be supplied by the Regional District.

The unloading pad at the Active Face shall be maintained such that it will provide sufficient room and a flat stable platform to unload two large trucks at any time.

The Contractor shall construct temporary roads, pads, and turnaround areas within the active area of the Landfill as directed by the Resource Recovery Manager, from gravel provided by the Regional District (or similar on-site

material), and shall undertake the progressive utilization of the land as directed by the Resource Recovery Manager. Where required, the Contractor shall place the Mixed Waste on slopes and grades as directed by the Resource Recovery Manager to allow for the placement of final cover.

From time to time, the RDCK Representative shall specify and the Contractor shall agree on the area of the Site that shall be worked so that dumping may proceed with the minimum of inconvenience to the Regional District and the public.

No material shall be burned at the Site.

Cell Construction

The Active Face of the current Cell shall be maintained as close as possible to the following dimensions: 10 m wide, 17.5 to 20 m long (i.e. 7 or 8 Iron Grizzly panels) and 3 m high. These dimensions should not be exceeded. The Active Face shall be maintained at a slope of 4H:1V and shall not at any time exceed 3H:1V. The side slope shall be maintained at 2:1.

Daily Cover Material must be placed on the Active Face every five (5) days of filling to provide fire breaks within the landfill.

Individual Cells within a Lift shall be constructed to a thickness of 3m.

Refuse Compaction

Mixed Waste material shall be spread and placed in layers of approximately 600 mm thickness and compacted in place with the specified compaction equipment so that the final thickness of the Mixed Waste is 3000 mm ± 100 mm and the in-situ density is at least 650kg/m³.

The Contractor shall utilize the specified compaction equipment for all pushing, levelling and compacting of Mixed Waste at the Working Face. In addition, all surfaces that have been covered with Daily or Intermediate Cover Material shall be compacted with the compaction equipment. The spreading of Daily and Intermediate Cover Material may be accomplished with additional equipment such as a wheel loader or a tracked dozer.

The Contractor shall operate the compaction equipment for sufficient time and in a suitable manner to break down, level and compact the deposited material to a minimum density of 650 kg/m³.

The Contractor may, from time to time, be required to deposit semi-solid wastes in the Landfill. These wastes shall be placed in thin layers and in such a manner as to not hinder the workability and compaction of the fill and to minimize the possibility of surface or groundwater contamination.

Compaction Monitoring

The Regional District may conduct random tests, at its expense, to ensure compaction requirements are being met. As well, a survey will be conducted annually to establish the volume of air space consumed and in-situ compaction density attained.

Where a density of less than 650 kg/m³ is consistently calculated (i.e., 3 or more times), liquidated damages shall be calculated as shown in Schedule B, Section 13 – Liquidated Damages.

The Contractor will be required to record cover soil amounts used and provide these records quarterly or as required by an RDCK representative

W. Cover Material

Alternate Daily Cover (ADC)

The Contractor shall cover the Active Face at the end of each Day with an ADC that is acceptable to the RDCK Representative and to the MoE, specifically the Iron Grizzly steel plates provided by the Regional District.

The Iron Grizzly rigid plate ADC is constructed of steel plate panels that are placed on the Active Face in shingle fashion. Rubber conveyor belting added to the upper edge of each plate overlap the previously laid plate to prevent wind from scattering litter and vectors (e.g. birds, rodents, and insects) from entering the gap between overlapping plates. Edge logs, or other acceptable materials, are used to maintain Active Face slope and to minimize soil material needed on the outside face. Active Face slopes are between 4:1 and 5:1 and outside face slopes are at the angle of soil repose. 300 mm of Intermediate Cover Material is applied only on the daily advance section of the Cell and on the edges where refuse may still be exposed to ensure all garbage is fully contained. Schedule L – Alternate Daily Cover illustrates proper use of the Iron Grizzly ADC system.

The Contractor shall maintain the ADC system in good repair and use them in a responsible manner in order to preserve their condition and lifespan. Repairs needed for the ADC system due to normal wear and tear will be the responsibility of the RDCK.

A penalty of 10% of the monthly payment pro-rated on a daily basis shall be deducted for each day ADC is not utilized. In the event circumstances do not allow for the placement of ADC, the Contractor shall notify the Regional District within 24 hours.

Daily Cover

At the end of each day, the Contractor shall compact and cover all exposed Mixed Waste that has been deposited at the Working Face. The Alternate Daily Cover shall be placed to cover as much surface area as possible.

Daily Cover Material shall be used to cover all areas not covered by the Alternate Daily Cover.

Should inclement conditions (severe wind or snow events) or operational situations (completion of a Cell) exist, the Contactor shall seek a waiver from the Resource Recovery Manager for the utilization of Daily Cover Material in place of the Alternate Daily Cover. Daily Cover Material shall be applied in a smooth and depression-free fashion to a compacted depth of 150 mm.

The Contractor shall not use amounts of Daily Cover Material in excess of that specified in this Contract. If excessive use is determined by the RDCK Representative, then the Contractor may be required to remove excess

Daily Cover Material beyond that reasonably required to construct and maintain the functionality of the Daily Cover Material, at the Contractor's expense.

Intermediate Cover Material

The Contractor shall cover and compact the Active Face with 300 mm of Intermediate Cover Material a minimum of once every thirty (30) metres of linear cell construction.

Prior to applying Intermediate Cover Material, the top of the Lift shall be cleared of scattered Mixed Waste material and shall be graded to a level grade across the filled area. The surface shall be kept free of depressions to achieve a flat, dense surface capable of supporting vehicle movements for the next Lift.

On completion of each 3,000 mm Lift of Mixed Waste, a 300 mm thick layer of Intermediate Cover Material shall be applied and compacted to complete that Lift to a 3,300 mm thickness.

The Contractor shall not use amounts of Intermediate Cover Material in excess of that specified in this Contract. If excessive use is determined by the RDCK Representative, then the Contractor may be required to provide additional Intermediate Cover Material beyond that reasonably required to construct and maintain the Intermediate Cover Material at his expense.

Final Cover

Final Cover shall be constructed on top of the Landfill periodically upon the completion of each Cell by the Regional District.

The closure works are not part of this Contract; however, the Contractor will be given an opportunity to bid on the Work or to act as a sub-contractor to others.

The Contractor shall be prepared to co-operate with other contractors responsible for the closure works.

X. Face Berm Construction

Berm Construction

Face berms are to be constructed on the outer edges of Lifts only where such berms are required to prevent Mixed Waste from rolling down-slope. The berms are to be constructed with soil obtained from the on-site borrow area, or from stockpiles of imported Daily Cover Materials.

The Contractor shall construct the face berms in two steps or in a manner approved by the RDCK Representative. The berms shall be constructed by hauling soil to the edge of the completed Lift, dumping the soil, shaping it with a bulldozer, loader or excavator, and compacting the outer surface with the equipment bucket.

Face berms shall have a base of approximately 3,900 mm to 4,500 wide, be 1,300 to 1,500 mm high and have an outside face slope of a minimum of 3H:1V after being compacted. Inside faces of the berm shall be constructed at the steepest possible angle of repose.

The active Lift will extend up to and abut against the face berm. The operator can then cut the peak off the berm and spread the soil up the slope as intermediate cover.

As each Lift of Mixed Waste is deposited and progresses against the face berm, another face berm shall be constructed on each additional Lift. The finished outside face of progressive berms will be maintained at a slope of 3H:1V. If the slope is less than specified, the Contractor will remedy the slope until it conforms to the slope as specified.

The face berms shall be constructed only on the outer sloped sides of individual Lifts unless directed otherwise by the RDCK Representative.

No additional payments shall be made to the Contractor for hauling and placing materials and constructing berms.

Y. Borrow Area Operation

The Contractor shall excavate all cover materials required at the site for operations. The earth materials for berms and Daily and Intermediate Cover Material shall be extracted from the on-site excavation area as designated by the RDCK Representative.

i) Operations of the borrow area shall be in accordance with all WorkSafeBC and Ministry of Energy and Mines regulations.
ii) Backslopes in excavations shall be controlled to maintain adequate stability. Temporary excavations shall not be steeper than:

Height of Slope Backslope (m)	Horizontal	Vertical
<3	0.5	1.0
>3 AND <6	1.0	1.0
>6	1.2	1.0

The Contractor shall maintain all roads and drainage features within site borrow areas. The Contractor shall notify the RDCK Representative in the event that on-site materials drop below sufficient quantities for three months of operation.

Z. Roads

As required, from time to time, the Contractor shall construct permanent all-weather graveled roads for vehicle movement from the main entrance road to the top edge of operating Lifts. The Contractor shall be reimbursed for the cost of construction at Force Account Rates. The Resource Recovery Manager must preauthorize all permanent road construction.

Road Base Material Supply

The Contractor shall use on-site material only for the construction of roads and turn-around areas in areas

DRAFT

approved by the RDCK Representative.

The Contractor shall not use excessive amounts of road base. If excessive use is determined by the RDCK Representative, then the Contractor may be required to provide additional road base material beyond that reasonably required to construct and maintain roads at his expense.

Should road base material be required from off-site sources, the Regional District, upon approval, will provide material at no cost to the Contractor.

Road Construction

Permanent roads shall be constructed on a 7 m right of way using 600 mm thick base layer of coarse gravel capped with a 100 mm thick layer of fine gravel that compacts well.

As required from time to time, temporary roads shall be constructed with wood chips or coarse gravel that can be stripped and stockpiled once the road becomes inactive. The Contractor shall construct temporary roads with direction from the Regional District. Temporary road design shall be based on the service life of the road and the amount of traffic anticipated. The cost of constructing temporary roads outside of the active area shall be reimbursed at Force Account Rates . As outlined in this schedule in Section "V" – Landfill Operations, subsection Operations at the Active Face, the Contractor shall construct temporary roads, pads, and turnaround areas within the active area at no extra cost to the Regional District.

Temporary and permanent roads shall be constructed using materials obtained from the designated on-site borrow areas or imported materials as required or as directed by the RDCK Representative. Roads shall be compacted to 95% standard proctor density.

Temporary and Permanent Road Maintenance

The Contractor shall maintain the temporary and permanent all-weather gravelled roads for vehicle movement from the main entrance road to all waste disposal areas at no extra cost to the Regional District. The Contractor shall ensure by providing drainage as necessary, that the road and turning and dumping areas are maintained in a safe, clean state, free of mud and rubbish to the satisfaction of the RDCK Representative.

All new and existing roads shall be maintained by the Contractor on a regular basis, including re-grading, re-gravelling with imported gravel as required, cutting out and repair of soft spots, watering and re-compacting. Roads shall be graded a minimum of once per year.

Steel wheeled or track machine equipment shall be kept off all permanent roads unless directed otherwise by the RDCK Representative.

Shredded Wood Waste may be used for temporary roads only during wet periods within 60 m of the working face to assist in providing a good travel surface at the Active Face, turning areas and travel areas.

DRAFT

AA. Snow Removal and Sanding

During winter operations, snow and slush accumulations exceeding 3 inches (7.6 cm) shall be removed in all active areas such as the active face, the scale deck, excavation cells, public disposal areas, recycling depot area, small vehicle transfer station, all roads including from the small vehicle transfer station to the wood and metal areas and to the Active Face, and in areas of berm construction at no extra cost to the Regional District.

Roads shall be sanded as required to provide safe vehicle movement at no extra cost to the Regional District.

No snow shall be placed within berms or other earth fills. Snow accumulations in waste disposal areas are acceptable provided they are not concentrated in any one area. Any drifted snow adjacent to face berms shall be removed prior to filling against berms at no extra cost to the Regional District.

BB. Dust Control

Dust control shall be the responsibility of the Contractor. All on-site roads and public disposal and recycling areas must be watered as needed for dust control purposes as per Worksafe BC requirements, operational requirements, and as directed by the RDCK representative. Currently there is a water source located on the Creston Landfill. The Contractor shall utilize the existing water source or make arrangements to secure a water source to maintain dust control capabilities at no cost to the Regional District.

Chemical dust suppressants such as calcium chloride or magnesium chloride shall be applied at least twice per year at no extra cost to the Regional District on operational roads, following the specifications outlined in Schedule M. Any additional applications shall be coordinated and paid for by the RDCK.

CC. Gate Attendant Activities

The Regional District shall be responsible for providing an attendant to staff the site entrance during all hours of operation. The attendant shall:

i) record waste source (e.g. residential, commercial, construction/demolition/ renovation, land clearing);
ii) establish and record the category of refuse verbally and/or visually (e.g. Mixed Waste, Wood Waste, Controlled Waste, etc.);
iii) check, when possible, that the incoming load does not contain any Hazardous or other Controlled Wastes
iv) weigh and record the inbound load;
v) direct the vehicle to the appropriate unloading or recycling area;
vi) weigh and record the outbound vehicle;
vii) assess, collect and record the appropriate tipping fees due; and
viii) weigh all outbound recyclables and record all necessary information required by the Regional District.

All information shall be entered immediately into a computer database provided by the Regional District. The Regional District shall provide and maintain a suitable computer system to operate the database software throughout the duration of the Contract. In the event of equipment failure alternate arrangements or estimates acceptable to the Regional District will be used.

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DD. Litter Collection

The Contractor shall be responsible for maintaining the Site in a tidy condition, free from all loose paper, cardboard, litter, debris and similar material. The Contractor shall also collect and dispose of any material that may be considered litter including:

- Material that has blown from the Site onto adjacent property or into any ditch, culvert or fence on the property.
- Waste materials that have fallen from vehicles onto the on-Site roadways.
- Mixed Waste that has been placed in an unauthorized area on the Site or in the vicinity of the gate outside the Site.
- Waste that has fallen between the bins and the tipping wall.

The Contractor shall also be responsible for ensuring that the site litter fence is positioned to maximize wind-blown litter catchment and that the litter fence is kept clean and in good working order.

In addition, any previously landfilled Mixed Waste that, through erosion, has become exposed shall be covered.

The need for litter collection will vary depending on how well the Contractor manages Mixed Waste at the Active Face. The Contractor shall be required to collect litter frequently and to keep the Site tidy at all times. The RDCK Representative may order the collection of litter whenever such collection is deemed necessary.

Material spillage will likely occur throughout the day at the dump pads. The Contractor shall be responsible for the clean-up of spillage throughout the day on an as-required basis. Collected material should be disposed of at the Active Face of the Landfill.

Litter will be collected and disposed at no extra cost to the Regional District.

EE. Vegetation Control

The Contractor will undertake vegetation control around the site entrance and access road to the public drop off area. Vegetation in ditches, near culvert inlets/outlets, and adjacent to electric fences (see subsection DD below) shall be mowed and trimmed as required, at a minimum of twice per year and will be performed to the satisfaction of the RDCK. Appropriate equipment to be used in vegetation control shall be a mower or small tractor equipped with a mowing blade, and a hand-held grass/weed trimmer.

Payment for vegetation control shall be included in the monthly payment and shall be at no extra cost to the Regional District.

The Contractor will be responsible for identifying and reporting invasive species that may be found on site. In these situations, the proper and effective removal of these species according to best practices would be coordinated with the RDCK Representative and provided by an RDCK-appointed contractor.

The Contractor will be responsible for identifying and reporting hazardous trees that may need to be removed. In coordination with the RDCK Representative, the Contractor will arrange for removal of the trees by a qualified professional. The cost of the tree removal will be the responsibility of the RDCK.

FF. Open Flare System Maintenance

The Contractor will maintain the flare stack as required, including but not limited to replacing blower motors as required, winterizing inlet lines, monitoring of flare activity, ignition of flare as required, and assisting in annual cleaning and inspection maintenance.

GG. Electric Predator Fence Maintenance

The Contractor will operate and maintain the perimeter of the electric predator fence.

The Contractor shall perform twice weekly voltage measurements, and weekly inspections by walking the entire perimeter of the Landfill and Compost Facility fences to check for issues such as:

- trees fallen onto fence
- rocks rolled against fence
- vegetation touching strands of fence wire
- litter
- signs of animal activity such as tracks and scat within the fenced area
- signs of animal activity such as digging under the fence
- no more than 10 cm between the ground and the first strand
- loose wires
- missing insulators
- inadequate tension
- inadequate voltage

Voltage shall be maintained at a minimum of 6,000 volts. Any deficiencies shall be reported to the RDCK immediately. A record shall be kept of the voltage readings and any other issues observed. This record shall be made available for Regional District review at the RDCK Representative's request.

The Contractor shall be required to control all woody and herbaceous vegetation growth within and under the electric predator fence for a distance of 1 m on each side. Vegetation shall not touch any strand of the fence.

The fence will be electrified from April 1 to December 1 each year or as otherwise directed by the RDCK Representative.

Payment for electric predator fence inspections, litter removal and vegetation control within the vicinity of and under the electric predator fence shall be included in the monthly payment and shall be at no extra cost to the Regional District.

HH. Site Upgrading / Maintenance

Site Drainage

The Contractor shall be responsible for maintaining surface drainage within the Landfill.

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The Contractor shall construct ditches and swales to provide adequate drainage for all working areas and closed waste disposal locations, as directed by the Regional District.

The Contractor shall maintain on-site ditches so that the drainage characteristics of the Site are in accordance with the Creston Landfill Design and Operations Plan, and/or as directed by the Regional District.

The Contractor shall be responsible for removing debris and repairing drainage controls so as to prevent surface water erosion.

Protecting Existing Survey Benchmarks, Groundwater Monitoring Wells, etc.

The Contractor is responsible for ensuring that existing survey bench marks and groundwater monitoring wells are not damaged during day-to-day operations at the Landfill. Locations of the groundwater monitoring wells are defined in Schedule J – Monitoring Locations Map.

The Contractor will be charged for any costs associated with repair of on-site survey bench marks and groundwater monitoring wells which result from the Contractor's negligence.

Landscaping

The Regional District may elect to beautify the Landfill Site from time to time through landscaping.

The Contractor and the Regional District shall negotiate and agree to a fixed fee for undertaking any such projects. Alternately, the Regional District may elect to award such work to Other Contractors.

II. Environmental Monitoring

The Regional District shall conduct water quality monitoring of surface water, groundwater from on-site groundwater monitors.

The Contractor shall become familiar with all groundwater monitoring locations as shown in Schedule J – Monitoring Locations Map. Any facilities damaged by the Contractor due to negligence shall be replaced at the Contractor's expense.

The Contractor shall maintain safe foot access to all groundwater monitoring locations as shown in Schedule J – Monitoring Locations Map within the Site Boundary and Planned Acquisition Lands areas. Monitoring locations must be accessible in all seasons, specifically March, June, September and December and access must be free of fallen trees, with brush kept below knee height.

JJ. Salvaging

Salvaging of materials from any part of the site by the Contractor is prohibited, except as is deemed useful for the operations of the landfill and with prior written approval from the RDCK Representative. The Contractor will be responsible for enforcing this restriction. The Regional District will contract separately and outside of this Contract for the salvage of Recyclable Materials. The Contractor will be responsible for enforcing Regional District

prohibitions on scavenging and salvaging at landfill and waste transfer sites by members of the public.

The removal of topsoil, cover material, sand, gravel or related material from the Site is strictly prohibited.

KK. Signs

The Regional District will supply informational and directional signs. The contractor will supply and attach the appropriate sign posts as needed.

The Contractor shall be responsible for ensuring that all on-site signs are placed and clearly visible to patrons as deposit areas are relocated. The Contractor shall report any on-site signs that are damaged or illegible.

The Contractor shall erect signs, barricades, and fencing to a quality approved by the Regional District, to be moved and maintained as necessary by the Contractor.

LL. Security

The Contractor shall be responsible for locking the Landfill access gate at the end of each working day.

The Contractor shall be responsible for securing all equipment and supplies to prevent them from being stolen or vandalized, and any additional security measures deemed necessary to secure the Site. This may include coordination with an on site surveillance system and alarm reporting company.

The Contractor shall report unauthorized access of the landfill site to the RCMP and the Owner if appropriate. Any coordination required with the RCMP will be the Contractor's responsibility.

MM. Fire Prevention and Control

The Contractor shall perform all work in a fire-safe manner, including but not limited to following Fire Code prescriptions for outdoor storage and the *Wildfire Act* for High Risk Activity restrictions. The Contractor shall comply with all other applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the Site adequate and proper fire-fighting equipment as specified in Section "T" – Equipment Types.

The Contractor shall be responsible for the protection of the Resource Recovery Facility from fire as well as the immediately adjacent properties in as much as they may be affected by a fire during the Work or as a result of performing the Work. The Contractor shall construct and maintain fireguards of mineral soil or other approved materials in accordance with the Ministry of Forests' regulations. No fires whatsoever are permitted within the facility. The Contractor shall take all necessary and proper steps to see that the material disposed of in the facility is treated in such a manner as to prevent fire from breaking out at any area of the Site including the landfill, small vehicle transfer area, or recyclable materials storage areas.

Any material required to smother out fires or to restore the surface of the Site to grade where subsidence was experienced due to a fire shall be transported, placed and compacted by the Contractor at the Contractor's own expense.

The Contractor shall, in the event of fire in the Landfill, operate his equipment as directed by the Regional District or Fire Department to control and extinguish the fire. In all cases where there is a fire on the Site, in an area not previously worked by the Contractor, the Contractor shall make his equipment available for fire-fighting purposes at Force Account Rates.

Should it be necessary at any time for a fire protection vehicle or fire truck to attend the disposal facility for the purpose of extinguishing a fire which occurs in areas where the Contractor has worked or is presently working, any costs of, and incidental to, attendance of the equipment at the Landfill may be charged to the Contractor if the cause of the fire could have prevented through proper landfilling techniques and load inspections applied by the contractor.

Currently there is a water source located on the Creston Landfill. The Contractor shall utilize the existing water source or make arrangements to secure a water source to maintain fire control capabilities at no cost to the Regional District.

Neither the Contractor nor his employees shall smoke or allow others to smoke at the Resource Recovery Facility at any time.

NN. Site Use by Contractor

The Contractor shall have the use of existing on-site facilities at no charge for the purpose of operating the landfill.

If the Contractor requires other buildings at the Site or extension of Site services for the purposes of operating the landfill, the Contractor shall be responsible for their supply, installation, servicing and removal at the termination of the Contract.

The Contractor shall maintain any facilities used in a neat and sanitary condition.

The Contractor shall not utilize the Site for other business operations or for storage of equipment or material not used at the Landfill.

OO. Education and Promotion

The RDCK is responsible for general public education initiatives relating to Municipal Solid Waste disposal, reuse and recycling. Education may include but is not limited to media news releases, preparation and distribution of newsletters and brochures, public meetings and school classroom visits. The Contractor may be required to participate in the site visits as required.

PP. Advertising

The Regional District shall be responsible for advertising any unusual events that occur at the Landfill that would affect the public such as closures on holidays, new hours, etc.

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QQ. Capital Works

Capital Works may be undertaken at the Landfill or Compost Facility by the Regional District from time to time.

The Works may be conducted by Regional District staff or proposed. If proposed, the Contractor will be given the opportunity to respond to the Proposal if they so choose.

The Contractor shall be permitted to undertake improvement projects at the landfill deemed to make the operation more efficient or more attractive. Any such initiatives shall be carried out at the Contractor's expense, unless otherwise authorized by the Regional District. Furthermore, any such projects must first be approved in writing by the RDCK Representative.

RR. Deficiencies

The Contractor will be held responsible for all fines imposed by regulating authorities as a result of negligence by the Contractor or failure to operate the Landfill as specified in this Contract.

SS. Greenhouse Gas Emissions Reporting

The RDCK has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. As part of this, the RDCK requires that contractors and consultants who provide routine services for a value of greater than $25,000 per year communicate the quantity of fuel used 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 at the Consultant's sole cost.

Contractors and consultants are to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of service to the RDCK's Resource Recovery program:

- Vehicle class (as defined in table below);
- Type of fuel used by each vehicle; and
- 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)

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

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SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

1 Total budget shall not exceed **$2,405,661.75** (excluding GST) over the five year contract term unless otherwise negotiated in advance of the work completed. Costs shall be based on amounts in Schedule C (excluding GST).

INVOICING

2 Invoices to be submitted monthly.

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

Contract Number: **2024-280-ENV**

GL Code: **54030 / OPR298-100**

4 Invoices must be emailed to ap@rdck.bc.ca, with a COPY sent to 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 22, 23 and 24 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

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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 22, 23 and 24 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, or Section 13 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 22, 23 and 24 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*.

Percentage Reduction in Payment:

650 kg/m^3 and above 0%

576 to 649 5%

551 to 575 10%

526 to 550 15%

525 and below 25%

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.

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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.

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SCHEDULE C: PRICING SCHEDULES

CONFIDENTIAL - NOT INCLUDED IN DRAFT

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SCHEDULE D: PERSONNEL & EQUIPMENT

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

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED
1	L/F Compactor, Cat 816B	✓	
1	Volvo L70E Wheel Loader	✓	
1	Ford CT8000 Water Truck	✓	
1	LC330 Volvo Excavator	✓	
1	A30 T Terex 6 x 6 Rock Truck	✓	
1	Cat 908M Wheel Loader	✓	
1	Volvo VE D12 Roll-off Truck	✓	

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

GFL Environmental Inc. has spare equipment available and located within close proximity to Creston.
Equipment can be mobilized to assist with failure, breakdowns, or additional work loads.
Extra staff are available to be drawn upon from other areas of business when required.
GFL will provide a backup packer and backup loader to support the region.

(Attach additional pages as required.)

Signature of Proponent

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CONTRACTOR'S PERSONNEL

Name of Proposed Supervisor: Stan Soukeroff

Details of Landfill Operations Experience:
(provide details on employers, dates, level of responsibility, references etc...)

Stan will provide regional oversite to the landfill operations.

Stan has 18+ years experience with Alpine/GFL Environmental.

He holds a MOLO certification and Class 3 license with air brakes.

Stan currently oversees operations in Castlegar, Trail, and Creston.

Name of Proposed Landfill Operator: Jordan Green

Details of Landfill Operations Experience:
(provide details on employers, dates, level of responsibility, references etc...)

Jordan will be the designated supervisor and operator for both the landfill and compost operations.

Jordan will secure his SWANA designation and compost certification if GFL is awarded the contract.

Jordan will be overseen by Kyle Vallet, who is SWANA certifiied, and Jessica Maynard who is SWANA

and compost certified, until Jordan secures his. He holds First Aid Level 1 certification.

Name of Proposed Landfill Operator: Kyle Vallet

Details of Landfill Operations Experience:
(provide details on employers, dates, level of responsibility, references etc...)

Kyle will provide provincial oversite to the landfill operations.

Kyle has nearly 30 years experience with SSG Holdings/GFL Environmental Inc.

Kyle holds a SWANA certification with MOLO

Kyle will oversee Jordan Green until he secures his designations.

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Emergency Call-Out Personnel:

Name: Stan Soukeroff

Phone Number: 250-304-5685

Name: Kyle Vallet

Phone Number: 604-302-1566

Name: Dave Straub

Phone Number: 780-718-1784

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SCHEDULE E: SUBCONTRACTORS

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

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

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR
Supply and apply dust suppression material.	Kortech - 9915 65 Avenue NW Edmonton, AB T6E 1L1 PH: 780-499-6151

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



Signature of Proponent

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SCHEDULE F: PRIME CONTRACTOR

1 WHEREAS

(a) The Contractor shall be designated as the Prime Contractor for the purposes of coordinating occupational health and safety matters under the Act and the written policies of the RDCK within the Workplace Area identified in the Site Plan/Map in Schedule I of this Agreement herein on the terms and conditions set out in this Agreement.

(b) **The Contractor has indicated that it intends to be the only employer in the Designated Area identified in Schedule I. However, in the event that additional employers or contractors enter the Workplace Area, then a multiple-employer workplace under the Workers Compensation Act (the "Act") will come into effect; and**

DESIGNATION

2 The RDCK designates the Contractor and the Contractor accepts the designation from the RDCK as the Prime Contractor (as defined in the Act) for the "Workplace" identified in **Schedule I** and defined under this Agreement.

RESPONSIBILITIES OF THE CONTRACTOR

3 The Contractor will fully comply with all of the duties and responsibilities that are required of a Prime Contractor as established under the Act, the Occupational Health and Safety Regulation, and any other applicable legislation and, without limiting the generality of the foregoing, will do all of the following:

(a) ensure that the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated, consistent with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the RDCK's written policies relating to occupational health and safety (the "Rules");

(b) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Rules at the Workplace;

(c) establish and maintain a safety program for operations at the Workplace (the "Safety Program") and site specific safety plans (the "Site Specific Safety Plans") for site specific Workplaces as and when required pursuant to the Safety Program;

(d) conduct workplace assessments to ensure that equipment, supplies, facilities, first aid attendants and services are adequate and appropriate and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under the Occupational Health and Safety Regulation;

(e) establish, monitor and coordinate the activities of a joint health and safety committee within the Workplace where required by the Act or its regulations or guidelines or as otherwise necessary to coordinate occupational health and safety matters at the Workplace;

(f) prepare and deliver the "Notice of Project" as and when required by the Occupational Health and Safety Regulation;

(g) obtain from each employer within the Workplace the name of the person designated as supervisor of the employer's workers as required under Section 118(3) of the Act;

(h) collect safety statistics regarding the operations of the Contractor and any subcontractors on forms provided by the RDCK and on a monthly basis, by the 3rd working day of each calendar month, provide

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a report to the RDCK in an acceptable form setting out matters relating to safety at the Workplace for the preceding month;

(i) immediately notify the RDCK of (i) an inspection or investigation relating to safety by a government official or (ii) any possible contravention of occupational health or safety legislation arising at the Workplace;

(j) notify the RDCK of all incidents at the Workplace requiring medical treatment and any other incidents that are required to be recorded pursuant to the Safety Program, within 24 hours of the occurrence of the incident;

(k) promptly implement all safety recommendations of the RDCK, acting reasonably;

(l) deliver to the RDCK

(i) a copy of the Notice of Project, and
(ii) a copy of the Safety Program, six weeks prior to the start of operations at the Site;

(m) provide to all other employers within the Workplace the applicable Site Specific Safety Plans prepared pursuant to the Safety Program;

(n) take steps to develop and maintain open communication relating to safety matters with the other employers and workers within the Workplace; and

(o) provide additional training to the safety committee if required by the RDCK.

RESPONSIBILITIES OF THE RDCK

4 The RDCK will:

(a) review the Safety Program prior to its implementation and may require that the Contractor make changes to the Safety Program that the RDCK reasonably believes better reflect the intent of the Act, the Occupational Health and Safety Regulation, any other applicable legislation or the Rules and, if such a request is made, the Contractor will promptly make all such reasonable changes to the Safety Program, and;

(b) from time to time attend at the Workplace to review all aspects of safety, including the Contractor's implementation of the Safety Program, and the Contractor will respond to any concerns the RDCK may have with regard to safety within the Workplace.

5 **CHANGES BY THE RDCK:** The RDCK may at any time during the term of the Contract, and on written notice to the Contractor, suspend, limit, or terminate any or all of the Contractor's obligations under this Contractor Agreement, as solely determined by the RDCK.

6 **AFFECTED PARTIES:** The following other parties are a party to the creation of a multiple employer workplace and are affected by this Agreement and the responsibilities of the Contractor as laid out herein:

FIRM NAME	ADDRESS

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SCHEDULE G: LANDFILL CRITERIA FOR MUNICIPAL SOLID WASTE

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LANDFILL CRITERIA FOR MUNICIPAL SOLID WASTE

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Second Edition

BRITISH COLUMBIA

BC Ministry of Environment

JUNE 2016

TABLE OF CONTENTS

Page

1.0 DEFINITIONS 1

2.0 APPLICATION 6
- 2.1 EXCEPTIONS 6
- 2.1.1: SITE-SPECIFIC EXCEPTIONS 6
- 2.1.2: GENERIC EXCEPTIONS 6
- 2.2 CONFORMANCE OF EXISTING LANDFILLS 7
- 2.3 LEGAL REQUIREMENTS 8

3.0 SITING CRITERIA 9
- 3.1 LAND USE 9
- 3.2 HERITAGE AND ARCHEOLOGICAL SITES 9
- 3.3 AIRPORTS 10
- 3.4 BUFFER ZONE 10
- 3.5 WATER SUPPLY SOURCES 11
- 3.6 GULLIES AND DEPRESSIONS 11
- 3.7 FAULTS AND UNSTABLE AREAS 11
- 3.8 ENVIRONMENTALLY SENSITIVE AREAS 11
- 3.9 SURFACE WATER 12
- 3.10 FLOODPLAINS 12
- 3.11 SHORELINES 12
- 3.12 DEPTH TO WATER TABLE 12

4.0 PERFORMANCE CRITERIA 13
- 4.1 GROUNDWATER AND SURFACE WATER QUALITY 13
- 4.2 LANDFILL GAS MANAGEMENT 14
- 4.3 NUISANCE 14

5.0 DESIGN CRITERIA 15
- 5.1 SERVICE LIFE AND CONTAMINATING LIFESPAN 15
- 5.2 SITE LAYOUT 15
- 5.3 LANDFILL BASE DESIGN 16
- 5.4 LANDFILL BASE LINER 16
- 5.5 LEACHATE COLLECTION SYSTEM 17
- 5.6 SURFACE WATER MANAGEMENT WORKS 18
- 5.7 LANDFILL GAS MANAGEMENT WORKS 20
- 5.8 FINAL COVER DESIGN 20
- 5.9 FINAL CONTOURS 22

DRAFT

5.10 SITE SECURITY AND FENCING 23
5.11 ACCESS ROADS 23
5.12 VECTOR AND WILDLIFE MANAGEMENT AND NUISANCE CONTROLS 24

6.0 OPERATIONAL CRITERIA 25
6.1 AUTHORIZED WASTES 25
6.2 LANDFILLING OF WASTES 26
6.3 COVER PLACEMENT 28
6.4 NUISANCE CONTROLS 29
6.5 VECTOR AND WILDLIFE MANAGEMENT 31
6.6 BURNING 31
6.7 LANDFILL FIRE MANAGEMENT 32
6.8 SCAVENGING 32
6.9 SITE HEALTH AND SAFETY PLAN 32
6.10 SIGNAGE 33
6.11 WEIGH SCALES 33
6.12 RECORDS 33
6.13 OPERATOR TRAINING 34

7.0 CLOSURE AND POST-CLOSURE CRITERIA 35
7.1 CLOSURE PLAN 35
7.2 PROGRESSIVE CLOSURE 35
7.3 POST-CLOSURE OPERATION AND MAINTENANCE 35
7.4 CONTAMINATING LIFESPAN 35
7.5 CONTAMINATED SITES REGULATION AND LANDFILL CLOSURE 36

8.0 FINANCIAL SECURITY 37
8.1 AMOUNT OF FINANCIAL SECURITY 37
8.2 CALCULATING FINANCIAL SECURITY 38
8.3 POST-CLOSURE PERIOD 39
8.4 COST TO BE PRESENTED IN CURRENT DOLLARS 39
8.5 REVIEW PERIOD 40
8.6 TYPES OF FINANCIAL SECURITY 40

9.0 MONITORING CRITERIA 41
9.1 LEACHATE MONITORING 41
9.2 GROUNDWATER AND SURFACE WATER MONITORING 41
9.3 LANDFILL GAS MONITORING 42

10.0 PLANS AND REPORTS 43

DRAFT

10.1 HYDROGEOLOGY AND HYDROLOGY CHARACTERIZATION REPORT 43
10.2 CONSTRUCTION REPORT(S) 45
10.3 DESIGN, OPERATIONS AND CLOSURE PLAN 46
10.3.1 FILLING PLAN 49
10.3.2 SURFACE WATER MANAGEMENT PLAN 50
10.3.3 LEACHATE MANAGEMENT PLAN 51
10.3.4 CLOSURE PLAN 53
10.4 LANDFILL GAS GENERATION ASSESSMENT 54
10.5 LANDFILL GAS MANAGEMENT FACILITIES DESIGN PLAN 54
10.6 ANNUAL OPERATIONS AND MONITORING REPORT 54

DRAFT

LIST OF FIGURES

FIGURE 5.1	ILLUSTRATION OF BUFFER ZONES
FIGURE 5.2	LANDFILL CROSS-SECTION SCHEMATIC
FIGURE 5.3	LANDFILL BASE LINER SYSTEM
FIGURE 5.4	LEACHATE COLLECTION PIPE
FIGURE 5.5a	FINAL COVER DETAIL
FIGURE 5.5b	GEOMEMBRANE FINAL COVER DETAIL

LIST OF APPENDICES

APPENDIX A	LANDFILL FILLING PLAN
APPENDIX B	CONTAMINATED SOIL RELOCATION
APPENDIX C	OPEN BURNING

DRAFT

LIST OF ACRONYMS AND ABBREVIATIONS

DOCP	DESIGN, OPERATIONS AND CLOSURE PLAN
GCL	GEO-SYNTHETIC CLAY LINER
GHG	GREENHOUSE GAS
HDPE	HIGH DENSITY POLYETHYLENE
LEL	LOWER EXPLOSIVE LIMIT
MSW	MUNICIPAL SOLID WASTE
OC	OPERATIONAL CERTIFICATE
QA/QC	QUALITY ASSURANCE/QUALITY CONTROL
SWMP	SOLID WASTE MANAGEMENT PLAN

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FOREWORD

In 1993 the Ministry of Environment released the first edition of the "Landfill Criteria for Municipal Solid Waste" ("Criteria"). This was a guidance document that outlined how landfills were to be constructed, operated and monitored to ensure that the environment would be protected.

The second edition of the "Landfill for Municipal Solid Waste" builds on the original. The new document was developed by a group of experts with extensive knowledge of landfill science and technology from the Ministry of Environment and industry. It incorporates new standards and operating practices that have been developed over the years to enhance environmental protection and references current regulations for Landfill Gas Management and Contaminated Sites.

The "Criteria" provide guidance to landfill owners and operators, Qualified Professionals and Ministry staff on environmentally sound landfilling practices and procedures that are consistent with legislated requirements and desirable environmental outcomes. They are not mandatory requirements but are recommended practices and they may become legally enforceable if incorporated into solid waste management plans, operational certificates and permits, issued under the *Environmental Management Act*.

The "Criteria" reflect Ministry expectations regarding the standards for landfilling MSW in British Columbia. Where specifics are not provided, flexibility in the application of the guidance recommendations and professional judgement may be required to achieve the adequate level of environmental protection. A recommended standard or practice can be modified when an alternative can provide equivalent or better level of environmental protection.

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1.0 DEFINITIONS

For the purposes of this document:

"Active Face" means the working surface of a landfill upon which MSW is deposited before placement of daily cover.

"Approved" means authorized in writing or specified in writing, with or without conditions or requirements by the Minister of Environment, the director, or the director's delegate.

"Buffer Zone" means the area between the landfill footprint and the landfill site boundary.

"Clean wood" means solely wood and:

- does not include composite wood products including plywood, particle board, fibreboard, hardboard, oriented strandboard, laminated lumber, laminated wood, veneer, laminate flooring, or engineered wood products; and,
- must not be contaminated with, or have been treated or coated with, antisapstain, preservative, fire retardant, glue, adhesive, laminate, bonding agents, resin, paint, stain, varnish or a substance harmful to humans, animals, plants or the environment.

"Compaction" means the mechanical process of reducing the volume of MSW placed at the active face.

"Composting" means composting as defined in the Organic Matter Recycling Regulation.

"Contaminating lifespan" means the period of time during which the landfilled waste has the potential to produce effluent or air contaminants (as defined in the *Environmental Management Act*), including at least 30 years after installation of final cover over the entire landfill footprint.

"Controlled waste" means waste that requires special handling including:

- Slaughter and poultry processing industry waste, fish hatchery and farming wastes, cannery wastes and by-products.

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- Animal carcasses including road kill, domestic pets, etc.
- Bulk liquids and semi-solid sludges which contain free liquid, including septage, black water, sewage treatment sludge, etc.

"Cover" means clean soil or approved alternate material used in covering compacted MSW. Cover material may serve as daily, intermediate, or final cover:

- "Daily Cover" means cover placed on compacted MSW on the active face.
- "Intermediate Cover" means cover placed where the active face will not be located for 30 days or more.
- "Final Cover" means cover placed on intermediate cover on the final contours of the landfill footprint. The top of the final cover is the permanently exposed final surface of the landfill.

"Design Capacity" is the volume of airspace available for waste within the landfill footprint.

“Designated Flood” means a flood, which may occur in any given year, of such magnitude as to equal a flood having a 200 year recurrence interval, based on a frequency analysis of unregulated historic flood records or by regional analysis where there is inadequate stream flow data available. Where the flow of a large watercourse is controlled by a major dam, the designated flood shall be set on a site-specific basis.

"Floodplain" means a lowland area, whether diked, flood-proofed or not, which, by reasons of land elevation, is susceptible to flooding from an adjoining watercourse, ocean, lake or other body of water and for administration purposes is taken to be that area submerged by the designated flood plus freeboard.

"Groundwater" means water below the ground surface in a zone of saturation.

"Land use" means the modification of land and water by humans for their use including for residential, commercial, transportation, utility, recreational, agricultural, or industrial purposes. Land use is codified in public land use planning documents such as growth management plans, official community plans and zoning by-laws.

"Landfill Cell" means that portion of compacted MSW in a landfill that is enclosed by cover after a designated period.

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"Landfill Criteria" or "Criteria" mean the requirements and criteria stipulated within this document.
“Landfill Criteria Conformance Review” means a review prepared to evaluate the conformance status of existing landfills with the “Criteria”.

"Landfill Criteria Upgrading Plan" means an action plan and schedule to upgrade a landfill to meet these “Criteria”, including justification of any proposed exceptions from the “Criteria”.

"Landfill Footprint" means the area of the landfill site where MSW is approved to be deposited.

"Landfill Gas" (LFG) means a mixture of gases generated by the decomposition of MSW, as defined in the Landfill Gas Management Regulation.

“Landfill Phase” means the portion of the landfill footprint that has received or is receiving MSW for disposal, as defined in the Design, Operations and Closure Plan of the landfill site (DOCP). Landfill Phase should be considered active if final cover has not been placed. The DOCP provides for the phased landfill development with details regarding design, construction, operation and closure of each landfill phase.

"Landfill Site" means the landfill footprint and buffer zone.

"Landfill Site Boundary" means the perimeter boundary of the landfill site.

"Lateral Expansion" means an increase in the landfill footprint.

"Leachate" means any liquid and suspended materials which it contains, that has percolated through or drained from waste.

"Landfill Base Liner" means a continuous layer of primary Geosynthetic membrane and a secondary compacted clay liner or Geosynthetic Clay Liner (GCL), installed beneath and/or on the sides of a landfill footprint which acts as a barrier to vertical and lateral leachate and landfill gas movement.

"Municipal Solid Waste" (MSW) means municipal solid waste as defined in the *Environmental Management Act*.

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"Nuisance" means an activity or action or result of such activity or action, which:

(a) Interferes with the reasonable use and enjoyment of property surrounding a landfill.
(b) Is a source of irritation to the public.
(c) Is annoying, unpleasant or obnoxious to the public.

"Open Burning" means the combustion of solid waste without control of combustion air, without control of the combustion reaction and without control of the emission of the combustion products.

“Plans and reports” means assessments, designs, drawings, plans, reports, specifications and other related documents as outlined in Section 10.

"Post-Closure Period" means that period of time from installation of final cover over the entire landfill footprint to the end of the contaminating lifespan.

"Qualified Professional" means a person who:

(a) Is an engineer, scientist or technologist specializing in a particular applied science or technology,
(b) Is registered in British Columbia with a professional organization, is acting under that organization's code of ethics and is subject to disciplinary action by that organization, and
(c) Through suitable education, experience, accreditation and knowledge respecting solid waste management and related engineering disciplines for the management of leachate, surface water, ground water, storm water, and landfill gas and other specialist disciplines, may reasonably be relied upon to provide advice within his or her area of expertise and to carry out duties or functions in those areas.

"Scavenging" means unauthorized and/or uncontrolled removal of MSW or recyclable material from a landfill site

"Septage" means the solid and liquid pumped contents of a domestic septic tank.

"Service Life" means the period of time during which an engineered system will perform in accordance with its intended design.

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"Solid Waste Management Plan" (SWMP) means waste management plan for municipal solid waste and recyclable material, as defined in the *Environmental Management Act*.

"Surface Water" means lakes, bays, sounds, ponds, impounding reservoirs, perennial or ephemeral streams and springs, rivers, creeks, estuaries, marshes, inlets, canals, the Pacific Ocean within the territorial limits of British Columbia, and all other perennial or ephemeral bodies of water, natural or artificial, inland or coastal, fresh or salt, public or private, but excludes groundwater, leachate and storm water collection channels or works.

"Vector" means a carrier that is capable of transmitting a pathogen from one organism to another and includes, but is not limited to, flies and other insects, birds and rodents.

"Vertical Expansion" means an increase in the design capacity without an increase in the landfill footprint.

"Wetland" includes any land that is frequently inundated or saturated by surface or ground water and for that reason has developed hydric soils and the dominance of hydrophytic vegetation and various kinds of biological activity which are adapted to a wet environment. The term "wetland" includes tidal flat, bog, marsh, swamp, pocosin, fen and other similar areas.

“Yard waste” means non-food vegetative matter from gardening, landscaping, and land clearing.

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2.0 APPLICATION

The "Landfill Criteria for Municipal Solid Waste", 2nd Edition ("Criteria") are effective from the date of issuance. Subject to the exceptions outlined in Section 2.1 below, these "Criteria" apply to all landfills on public and private land in British Columbia that receive municipal solid waste (MSW) after the date of issuance of these "Criteria", including the following:

- New landfills.
- Lateral and/or vertical expansions of existing landfills.
- New landfill phases.
- Existing landfills.

The "Criteria" are intended to provide guidance to landfill owners and operators, qualified professionals and Ministry staff for the development, operation and authorisation of MSW landfills, and recommend a straightforward path for proponents to follow to establish and operate existing, expanded and new landfills in a manner reflecting the latest standards for environmental protection.

2.1 EXCEPTIONS

2.1.1: Site-Specific Exceptions

The Ministry recognizes that in certain site-specific situations requests for exceptions from specific requirements of the "Criteria" can be made. Such requests shall be submitted to the Ministry of Environment and include sufficient technical justification to demonstrate that the proposed site-specific alternatives provide an equivalent or better level of environmental protection.

2.1.2: Generic Exceptions

In addition to site-specific exceptions, the following generic considerations for exceptions may apply:

- An existing landfill that will be closed within 5 years from the date of issuance of these "Criteria" may be subject only to closure and post-closure requirements (Section 7) and not to the other sections of the

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"Criteria" at the discretion of the director. For this exception to be applied, the owner or operator of such landfill shall provide a written confirmation of their intention to close the subject landfill to the Ministry within 12 months from the date of issuance of these "Criteria".

- The Siting criteria (Section 3) are applicable to new landfills and lateral expansions of existing landfills. Existing approved landfill footprints are not subject to the siting requirements (Section 3). Some recommended standards such as buffer zones and distances to environmentally sensitive areas can be considered for planning new landfill phases at existing sites.
- Design standards in Sections 5.2, 5.3, 5.4, 5.5 apply only to:

  a) New landfills,
  b) Lateral expansions of existing landfills and
  c) New landfill phases, where filling will not occur on top of previously placed MSW

- An exception to the base liner requirements (Section 5.4) of these "Criteria" may be made for:

  a) New landfill phases, starting on the ground, and
  b) Lateral expansions of existing landfills;

  meeting all three of the specific circumstances listed below:

  - Landfill is accepting less than 5000 tonnes of waste per year and total waste capacity of the landfill site is less than 100000 tonnes;
  - Landfill is located in a very remote area where there is no practical waste disposal alternative such as a sub-regional engineered landfill situated less than 100 kilometres away; and
  - Landfill receives less than 500 mm of precipitation annually (or has a negative water balance).

  All applications for exceptions from base liner requirements must show evidence of no existing groundwater contamination from the landfill site.

2.2 CONFORMANCE OF EXISTING LANDFILLS

Subject to any exceptions associated with sub-sections 2.1.1 and 2.1.2 above, the conformance status of existing landfills with these "Criteria" should be evaluated and a Landfill Criteria Conformance Review should be prepared by the

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authorization holder for all existing landfill sites. The conformance with the "Criteria" should be reviewed only for those requirements applicable to a particular landfill site. If a need for upgrades is identified then the Conformance Review shall include an Upgrading Plan with the schedule for all proposed upgrades. The Conformance Review and Landfill Criteria Upgrading Plan, if needed, shall be submitted to the director during the next SWMP review or within 5 years of the date of issuance of these "Criteria", whichever time period is shorter.

2.3 LEGAL REQUIREMENTS

The "Criteria" is a guidance document for MSW landfills provided by the Ministry of Environment and is to be considered during the setting of legal standards specified within SWMPs, operational certificates and permits. The director may require additional information and/or specify legal standards that are more or less stringent than these "Criteria". Information regarding the waste discharge authorization process is available on the Ministry of Environment website. Compliance with the "Criteria" does not relieve the owner/operator from the requirements of any other Acts, Regulations, including regulations under the *Environmental Management Act*, or By-Laws.

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3.0 SITING CRITERIA

Proper siting of a landfill site is one of the most important aspects of environmental protection. Siting must consider the physical conditions of a site, the remoteness of the area, the existing and planned land uses in proximity, the sensitivity of the receiving environment and the size of the landfill site.

From an environmental perspective, the principal objective of site selection is to identify a suitable location for a landfill to safeguard public health, have minimal impact on the environment, and provide for long term isolation of MSW deposited in the landfill site. Distance requirements stated in the following sections are Ministry criteria, unless noted otherwise.

3.1 LAND USE

The landfill footprint must not be located within 500 m of an existing or planned sensitive land use. A planned sensitive land use is one that has been identified as an allowed use in a regional growth management plan, official community plan or zoning by-law but has not yet been built/established.

Sensitive land uses include, but are not limited to: schools, residences, hotels, restaurants, cemeteries, food processing facilities, churches, and municipal parks. Land uses such as heavy industry, forestry operations, aggregate extraction/mining, railways/rail yards, etc. are not considered sensitive land uses.

3.2 HERITAGE AND ARCHEOLOGICAL SITES

The landfill footprint is recommended not to be located within 100 m of a heritage or archaeological site.

Landfill siting is also subject to the requirements of the BC *Heritage Conservation Act* administered by the Archaeology Branch of the British Columbia Ministry of Forests, Lands and Natural Resource Operations. The Branch and website should be consulted for requirements.

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3.3 AIRPORTS

NAV CANADA must assess and approve all proposals for land use near airports and air navigation infrastructure before construction begins to ensure that air navigation system safety and efficiency are not compromised by proposed land development. NAV CANADA recommends consulting Transport Canada policies for land use in the vicinity of airports. As a rule of thumb Transport Canada generally require that a landfill footprint be located no closer than 8 km from airports. This is due to the propensity for landfills to attract birds, thereby creating potential hazards to aircraft, especially during take-off and landing. That minimum separation distance may be reduced to 3.2 km if bird control measures acceptable to NAV CANADA are implemented at the landfill site, and the reduction in the necessary buffer is approved by the airport authority. The NAV CANADA assessment does not replace approvals or permits required by other federal, provincial or municipal authorities. Where airport zoning regulations require longer buffer zones, the provisions of those regulations shall prevail.

The zoning and separation conditions included in this section refer to NAV CANADA controlled airports only, as not all airports are controlled by NAV CANADA but by local authorities or other bodies. Nonetheless, Transport Canada guidelines represent the recommended zoning and separation conditions for all other airports.

3.4 BUFFER ZONE

The buffer zone between the landfill footprint and the landfill site boundary shall be a minimum of 50 m, of which the 30 m closest to the landfill site boundary shall be reserved for natural or landscaped screening (berms and/or vegetative screens). Only the 20 m buffer closest to the landfill footprint shall be used for access roads, surface water management works, leachate management, landfill gas management and monitoring works, firebreaks, and other ancillary works as required.

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3.5 WATER SUPPLY SOURCES

The landfill footprint shall be a minimum distance of 300 m from a water supply well or water supply intake and a minimum 500 m from municipal or other high capacity water supply wells.

3.6 GULLIES AND DEPRESSIONS

The landfill footprint shall not be located in a gully or depression that acts as a point of water collection during rainfall events unless acceptable diversion works are provided such as interception ditching or other diversion measures are undertaken. Diversion of water through culverts beneath the landfill footprint is not allowed.

3.7 FAULTS AND UNSTABLE AREAS

The landfill footprint shall not be located within 100 m of a geologically unstable area. A geologically unstable area is defined as a location where natural or man-made features pose a substantial risk to the integrity of the landfill environmental control systems or global stability of the fill. Specifically, the landfill footprint must not be located within 100 m of:

- A Holocene fault.
- A known active or historic landslide.
- Areas underlain by weak or collapsible soils, karst limestone, frozen mineral soil or muskeg with an active layer, or underground mine workings.
- Areas prone to debris movement (landslide paths, avalanche paths, alluvial fans).
- A location at risk of being impacted by tsunami.

3.8 ENVIRONMENTALLY SENSITIVE AREAS

The landfill footprint must not be located within 100 m of an environmentally sensitive area such as:

- A national, provincial or regional park.

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- A wildlife management area as designated under Section 4 of the provincial *Wildlife Act*.
- A critical wildlife area or wildlife sanctuary designated under Section 5 of the provincial *Wildlife Act*.
- A land acquired and administered under Section 3 of the provincial *Wildlife Act*.
- An ecological reserve designated under the provincial *Ecological Reserve Act*.
- A bird sanctuary designated under the regulations pursuant to the federal *Migratory Birds Convention Act*.
- A wildlife area designated under the federal *Wildlife Act*.
- A marine sanctuary.
- A wetland.
- The habitat of rare, threatened or endangered species under federal and/ or provincial Species at Risk legislation.

3.9 SURFACE WATER

A landfill footprint shall not be located within 100 m of surface water.

3.10 FLOODPLAINS

A landfill footprint shall not be located in a floodplain.

3.11 SHORELINES

A landfill footprint shall not be located within 100 m of the sea level maximum high tide or seasonal high watermark of an inland lake shoreline.

3.12 DEPTH TO WATER TABLE

The landfill base shall be a minimum 1.5 m above "groundwater" at all times. The separation distance shall consider the hydrogeologic conditions at the site including the hydraulic capacity of the underlying soils.

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4.0 PERFORMANCE CRITERIA

Performance criteria in this guidance document ensure adequate protection of human health and environment. All assessments, designs, reports and plans, developed under this guidance document must demonstrate how they will satisfy performance criteria. All the documents must be prepared under the supervision of, and certified by, a Qualified Professional.

4.1 GROUNDWATER AND SURFACE WATER QUALITY

Current and planned future uses of groundwater and surface water shall be identified within 1 km of the landfill footprint. After considering the identified uses of groundwater and surface water, a Qualified Professional must recommend the appropriate water quality criteria, compliance locations, and provide related rationale and justification.

Water quality criteria to be considered include:

- The BC Approved and Working Water Quality Guidelines.
- BC Water Quality objectives.
- The Contaminated Sites Regulation, Generic Numerical Water Standards for the applicable water use(s) as defined in Protocol 21 "Water Use Determination" under the Contaminated Sites Regulation.
- The Canadian Drinking Water Quality Guidelines.
- Other water quality criteria for parameters not addressed by the preceding water quality criteria.

The appropriate water quality criteria and compliance monitoring locations are subject to the approval of the director in writing.

As a minimum, the appropriate water quality criteria must be satisfied at and beyond the landfill site boundary, or 150 m from the landfill footprint, whichever is closer. More stringent requirements may be set by the director. Any discharges to surface water considered as potential fish habitat must also comply with the requirements of the federal *Fisheries Act*.

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4.2 LANDFILL GAS MANAGEMENT

Soil gas concentrations at the landfill site boundary must not exceed the lower explosive limit of methane (5 percent by volume) at any time.

Combustible gas concentrations measured in on-site buildings must not exceed 20 percent of the lower explosive limit of methane (1 percent by volume) at any time.

Landfill Gas must also be managed in accordance with all migration and health and safety requirements. Resources include WorkSafe BC and the Landfill Gas Management Facilities Design Guidelines (Section 8.0 LFG Migration Assessment and Control; Section 9.0 Health and Safety).

LFG emissions must be managed such that all federal, provincial, and local ambient air quality objectives and standards are not exceeded.

LFG management is also regulated under the BC Landfill Gas Management Regulation. This regulation requires that all landfills having more than 100,000 tonnes of waste in place, or receiving more than 10,000 tonnes of waste per year, are to submit a Landfill Gas Generation Assessment Report. Landfills determined to be generating more than 1,000 tonnes of methane per year are required to prepare a Landfill Gas Management Facilities Design Plan and to have a landfill gas management system in place four years after the plan submission. Landfill gas management systems are to be designed to maintain 75 percent collection efficiency as determined by the Ministry of Environment Gas Generation Model.

4.3 NUISANCE

A landfill shall be operated and maintained so as not to create a "nuisance" including but not limited to dust, noise, litter, odour, vectors and/or wildlife attraction.

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5.0 DESIGN CRITERIA

This section of the "Criteria" presents the design objectives and minimum requirements for a landfill site and the environmental control systems to be implemented on the site.

Landfills must be designed to protect the environment and satisfy all the applicable criteria set out in this document. The performance of the site-specific design shall be assessed within the plans and reports described in Section 10.

5.1 SERVICE LIFE AND CONTAMINATING LIFESPAN

A landfill site must be designed such that the service life of the facilities exceeds the contaminating lifespan.

5.2 SITE LAYOUT

The site layout shall be designed to satisfy all criteria including the siting criteria, and minimise environmental impacts.

Figure 5.1 provides an illustration of landfill buffer zones. The buffer zone between the landfill footprint and the landfill site boundary shall be a minimum of 50 m of which the 30 m closest to the landfill site boundary shall be reserved for natural or landscaped screening. A vegetative screen serves to reduce the visual impact of the landfill on adjacent properties. The 20 m buffer closest to the landfill footprint shall be used for access roads, firebreaks, leachate and landfill gas management and monitoring works, as required.

The site layout shall provide for site entrance, gatehouse, material recovery/recycling area, structures, access roads, landfill footprint, surface water ditching and management ponds and leachate and gas management infrastructure if applicable. The site layout should minimize the potential for leachate and landfill gas impacts offsite taking into consideration groundwater flow direction and surface water infiltration and discharge points.

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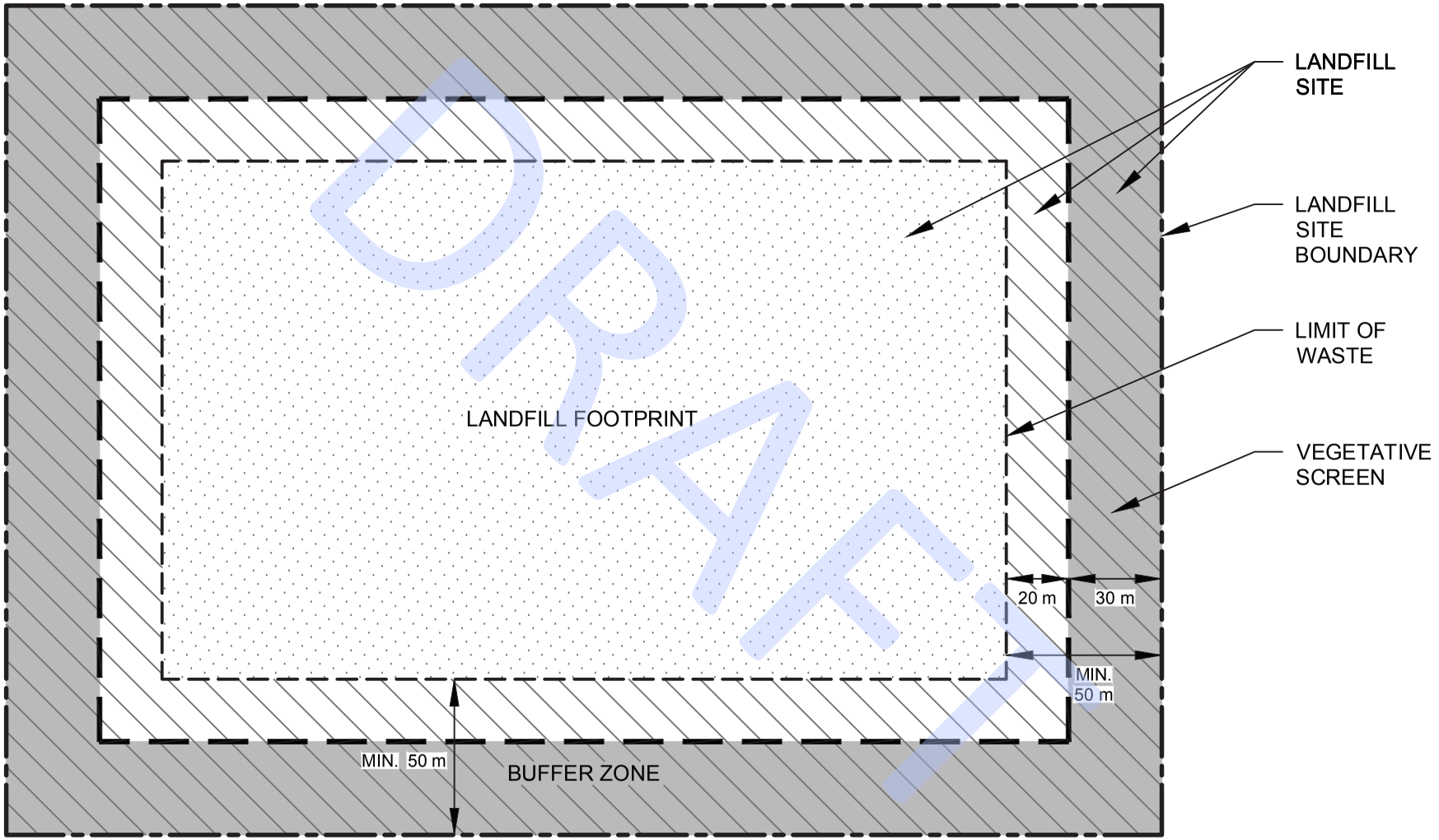

Figure 5.1

ILLUSTRATION OF BUFFER ZONES

5.3 LANDFILL BASE DESIGN

The landfill base shall be placed in stable soils or rock, with a minimum distance of 1.5 m above groundwater at all times, as presented in Figure 5.2. The landfill base soils shall not be subject to consolidation that could result in differential settlement under the applied waste and cover soil loading.

The landfill base provides the foundation for construction of the landfill base liner and leachate collection system. The landfill base shall be graded to provide a minimum 2 percent grade for the primary drainage path (leachate collection piping) and minimum 0.5 percent for the secondary drainage path (drainage blanket). The maximum drainage path in the drainage blanket to a leachate collection pipe shall be 50 m.

Geologic inspection of the landfill base by a Qualified Professional is required to be completed to confirm the geology beneath the landfill footprint and confirm the geologic assumptions used in the landfill design prior to placement and construction of the landfill base liner system. Any geologic features that pose a risk to the landfill design performing as intended, including unstable soils or unstable bedrock or groundwater conditions, discovered during site construction are to be identified and addressed prior to construction of the landfill base liner system.

5.4 LANDFILL BASE LINER

The landfill base liner (illustrated on Figure 5.3) shall be comprised of a primary High Density Polyethylene (HDPE) geomembrane liner and a secondary compacted clay liner or Geosynthetic Clay Liner (GCL). Continuous QA/QC inspection by a Qualified Professional during geomembrane installation and subsequent coverage is required to limit occurrence of undetected defects. Each seam should be individually tested using non-destructive methods. Leak detection survey should be performed on HDPE geomembrane after it has been backfilled to locate areas that may have been damaged during material placement.

The minimum specifications for the primary HDPE geomembrane liner are:

- HDPE geomembrane thickness of 1.5 mm (60 mil).
- Service life of 100 years at expected operating temperatures.

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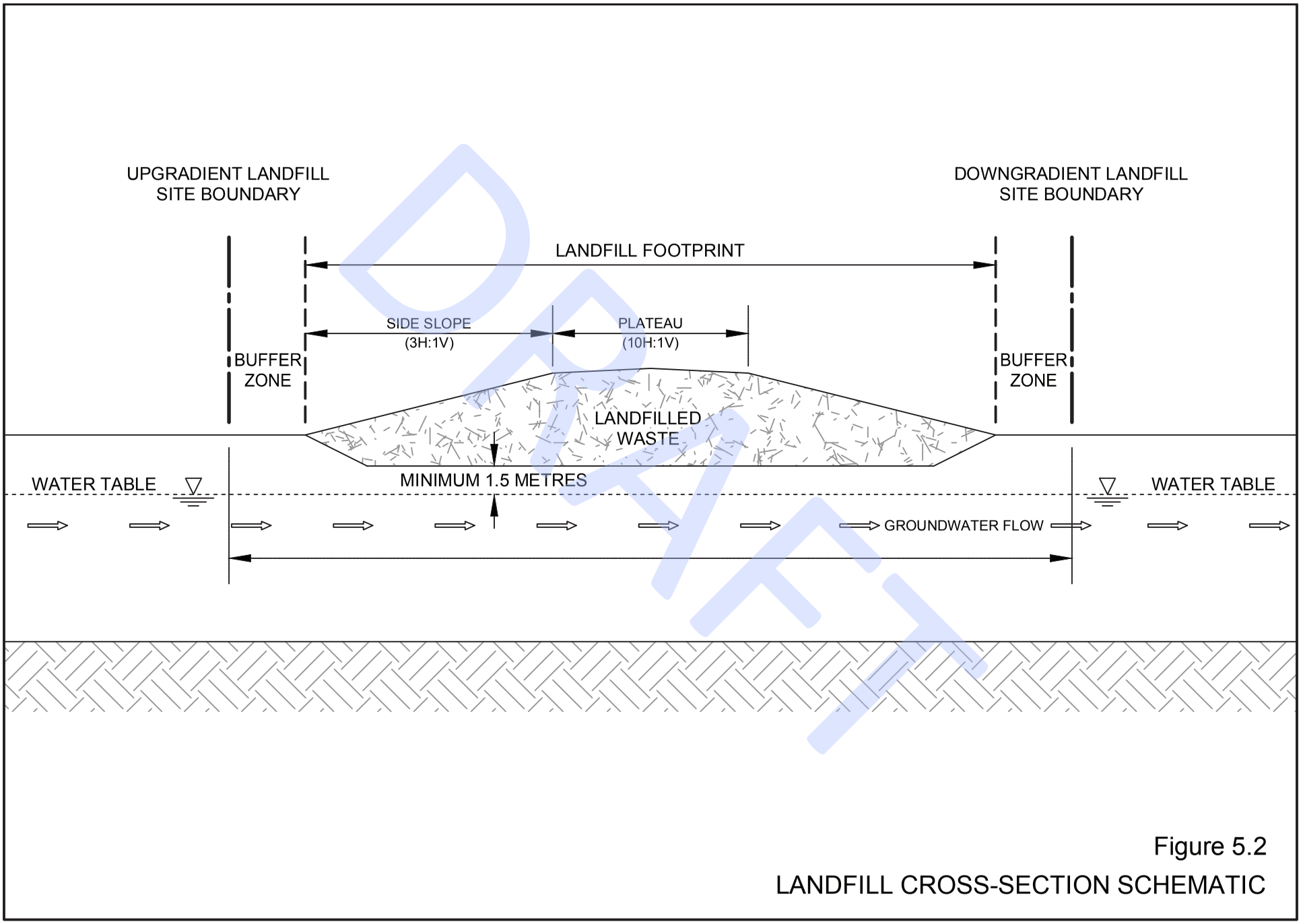

Figure 5.2
LANDFILL CROSS-SECTION SCHEMATIC

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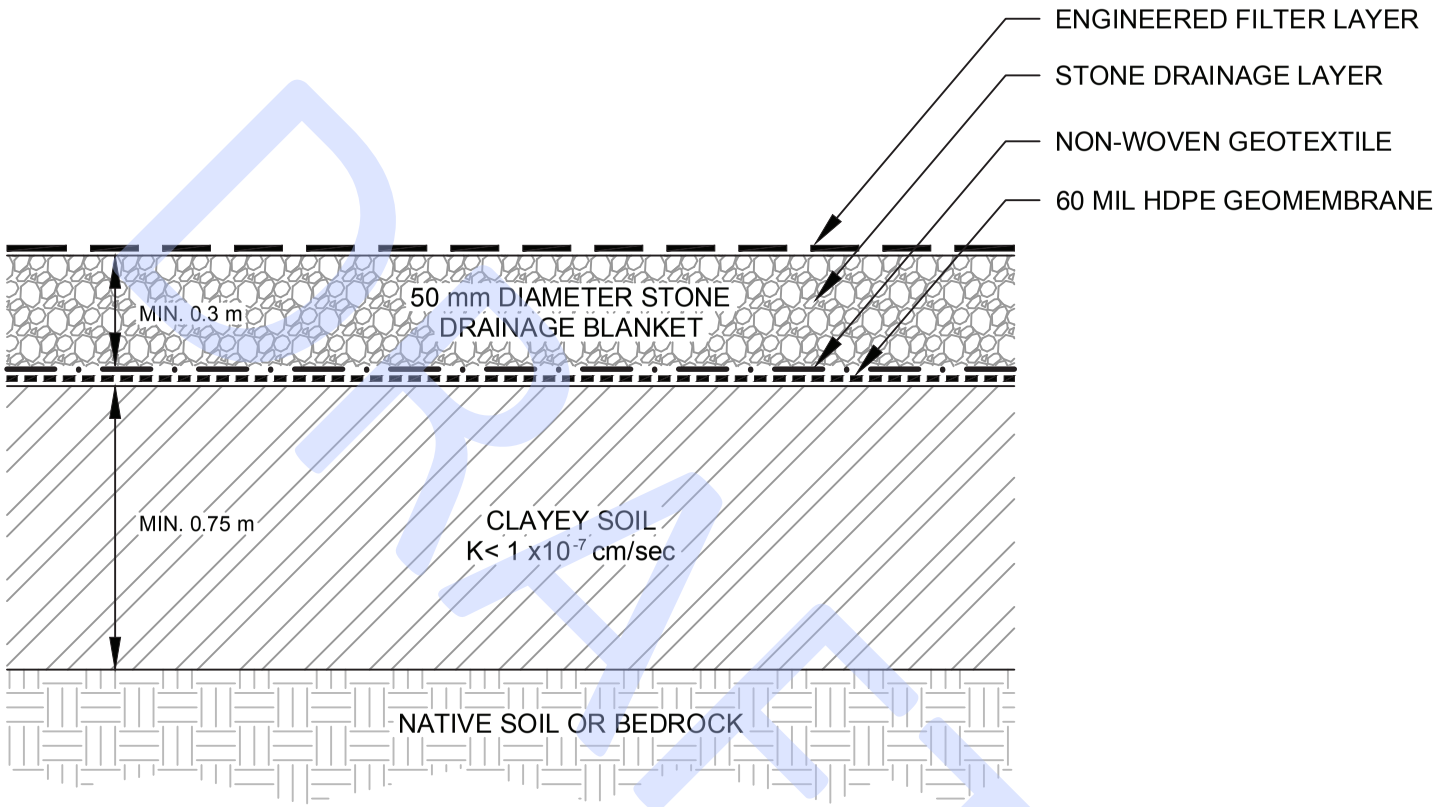

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LANDFILL BASE GRADES

- MINIMUM 2% GRADE PRIMARY DRAINAGE PATH
- MINIMUM 0.5% GRADE SECONDARY DRAINAGE PATH

NOTE

- GEOCOMPOSITE CLAYLINER CAN BE REPLACED BY A CLAYEY SOIL LINER IF EQUIVALENT OF BETTER PERFORMANCE CAN BE ACHIEVED

Figure 5.3

LANDFILL BASE LINER SYSTEM

- HDPE geomembrane should be installed to meet or exceed industry standard QA/QC programs for material manufacture and installation.
- Consideration is to be given to the requirement for texturing and asperity size of the primary geomembrane to ensure stability of the fill in all circumstances, including earthquake loading.

The specifications for the secondary compacted clay liner are:

- Soil containing minimum 25 percent clay and minimum 60 percent silt and clay by weight.
- A minimum compacted thickness of 750 mm. Thickness is to be measured perpendicular to the slope.
- Compacted hydraulic conductivity of 1×10^{-7} cm/sec or less.
- Organic carbon content of at least 0.1 percent.
- Clay structure and permeability to remain stable when exposed to leachate.

The secondary compacted clay liner may be replaced by an equivalent performing GCL. An alternative landfill base liner may also be approved as per Section 2.1 (Exceptions).

5.5 LEACHATE COLLECTION SYSTEM

A leachate collection system is to be constructed above the landfill base liner. The leachate collection system is to provide a free draining layer that allows for collection of leachate and eliminates the buildup of a leachate head on the landfill base liner. The leachate collection system is to be designed to minimize clogging and allow for maintenance of the leachate collector pipes. Minimum design requirements for a leachate collection system are:

- The leachate collection system shall be constructed of a continuous 0.3 m thick stone drainage blanket with perforated or slotted collector pipes with protective geotextile layers. Composite solutions including horizontal drainage geosynthetics or appropriate graded soil filters, which provide a proven equivalent hydraulic conductivity and mechanical protection, are acceptable alternatives.
- The stone drainage blanket shall be constructed of 50 mm diameter clear stone with minimal fines or equivalent. The stone shall be chemically stable and inert rock.

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- A non-woven geotextile shall be placed on top of the geomembrane liner prior to placement of the stone drainage blanket to protect the geomembrane liner against puncture (as shown on Figure.5.3).
- An engineered filter layer shall be placed above the clear stone drainage blanket to maintain separation of the waste from the clear stone and to minimize the potential for ingress of fines into the stone drainage blanket.
- Perforated or slotted HDPE leachate collector pipes shall be placed within the stone drainage blanket as detailed on Figure 5.4. Steps should be taken to prevent entry of air into drainage pipes.
- Leachate collector pipes are to be installed at a lateral spacing that provides a maximum spacing of 15 m and maximum drainage path of 50 m.
- The collector pipes shall be sized to handle leachate flows based on site-specific leachate generation calculations but shall be a minimum 150-mm-diameter in all cases.
- The pipe wall thickness shall be designed based on the site-specific loadings from the mass of the waste and final cover soils.
- The collector pipes shall be installed at a minimum slope of 2 percent along primary leachate flow paths.
- Clean outs are to be provided at each end of the leachate collector pipes.
- The collector pipes shall drain to a collection header and sump to allow for the removal of collected leachate. Leachate shall be removed to maintain a leachate head of less than 0.3 m at any point on the landfill base liner.

Continuous QA/QC inspection shall be carried out during installation by a Qualified Professional during the construction of the leachate collection system. The collected leachate shall be managed in accordance with the approved Leachate Management Plan (Section 10.3.3).

5.6 SURFACE WATER MANAGEMENT WORKS

Surface water management works shall be designed and constructed in accordance with a Surface Water Management Plan (Section 10.3.2) prior to commencement of landfill site operations. Surface water management works are to:

- Convey and direct surface water runoff away from the active operation area within the landfill footprint to minimize surface water contact with waste.

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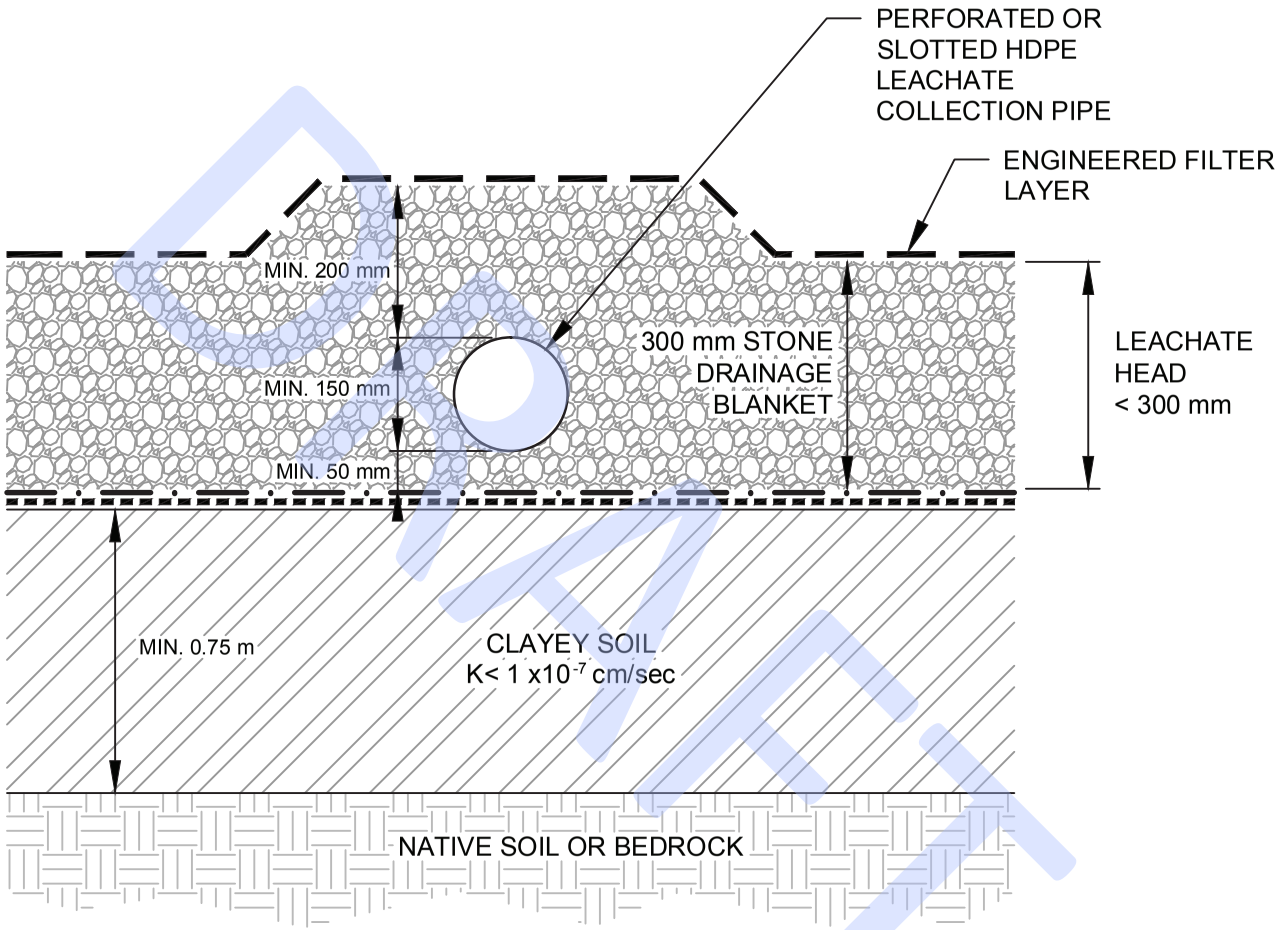

NOTE:

MINIMUM COLLECTOR PIPE SLOPE 2%

MAXIMUM COLLECTOR SPACING 15.0 m

MAXIMUM DRAINAGE PATH 50.0 m

Figure 5.4

LEACHATE COLLECTION PIPE

- Minimize potential for on-site erosion and sediment loading to downstream water courses.
- Control peak flows from the landfill to minimize the downstream flood risk.
- Prevent surface water run-on onto the landfill footprint.

Hydrologic modeling is required to assess the performance of the surface water management works under minor and major storm events and is to be completed for 5-, 10-, and 100-year design storm events. This modeling is required to identify the hydraulic requirements for the design of the ditches, down chutes, culverts, retention ponds, and outlet structures needed within the site-specific design to meet the performance requirements of the Surface Water Management Plan. As well, appropriate erosion control measures such as hydroseeding, erosion control blankets and straw wattle need to be implemented to prevent erosion of banks and landfill side slopes.

Surface water management works shall be designed in accordance with the following criteria:

- All components of a surface water management system, including stormwater retention ponds, are to be designed to promote settling of sediment and infiltration of retained storm water for groundwater recharge where possible.
- Ponds are to be designed with low flow control structures and high flow overflow spillways.
- Surface water ditches and retention ponds shall be designed for the control and retention of a 1:100-year, 24-hour storm event.
- The design shall make allowances for additional water that may result from snow melt and from prolonged multi-day precipitation events.
- Surface water runoff generated from active areas of the landfill (i.e., areas that are not capped with final or interim cover but containing waste) shall be managed as leachate. Run-on diversion ditches and other control structures are to be used where required to minimize clean surface water contact with active waste disposal areas.
- All ditch surfaces are to be armoured with appropriate protection for expected flow velocities (i.e., rip rap, erosion control matting, or vegetative cover) to prevent erosion of ditch bottom and side slopes.
- All ditches are to maintain a minimum 1 percent grade to prevent sedimentation and maintain hydraulic design capacity. Ditches shall be designed to accommodate localized settlement (no grade reversals).

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- Erosion control measures are to be used to prevent active erosion of channel slopes and surfaces that contribute to run-off. Common erosion control measures include loose straw, hydro-seed, erosion control blankets and straw wattles, amongst others.
- Mid slope drainage ditches/swales shall be constructed on the final cover surface as required to intercept run-off and prevent erosion of final cover soils. The recommended spacing of such ditches is every 15 m (vertical separation).

5.7 LANDFILL GAS MANAGEMENT WORKS

Landfill gas management works generally include an active or passive landfill gas collection system, a methane destruction system (flare, boiler, reciprocating engine, upgrader or biofilter), and landfill site perimeter soil gas monitoring probes.

As per the requirements of the Landfill Gas Management Regulation, landfill owners must design, construct, and operate landfill gas management facilities in accordance with the BC Landfill Gas Management Facilities Design Guideline.

The guidance document entitled "Technologies and Best Management Practices for Reducing GHG Emissions from Landfills Guidelines" provides guidance for the selection of technologies and best management practices for reducing GHG emissions from landfills.

5.8 FINAL COVER DESIGN

The final cover is to achieve the following objectives:

- Prevent exposure of humans and/or wildlife to MSW.
- Control infiltration of precipitation.
- Minimize the uncontrolled release of methane to the atmosphere.
- Limit erosion and release of sediment to surrounding surface waters.
- Control the release of odours.
- Minimize oxygen infiltration and fire risk.

The final cover shall be compatible with the end use planned for the landfill site.

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The minimum final cover shall consist of a barrier layer, providing a maximum hydraulic conductivity of 1×10^{-5} cm/sec for landfill sites located in arid and semi-arid regions and 1×10^{-7} cm/sec for landfill sites located in non-arid regions. Though arid and non-arid regions are not only characterised by annual precipitation levels, as a general guidance, areas with less than 500 mm of annual precipitation can be considered as arid and semi-arid. The final cover barrier layer shall have a minimum compacted thickness of 0.6 m measured perpendicular to the slope with a minimum 0.15 m topsoil layer capable of establishment and sustained growth of the vegetative cover. The minimum final cover requirements are illustrated in Figure 5.5a. Requirements are site-specific, depending on the amount of precipitation received annually.

Based on the landfill performance assessment and the requirements of the Leachate Management Plan the maximum allowable leachate generation rate shall be identified. The final cover system is to be designed to ensure the maximum allowable leachate generation rate is not exceeded but will allow for waste stabilization during the post-closure period. Hydrologic modeling of the "final cover" performance using the applicable climatic setting for the landfill site shall be completed to demonstrate the final cover stability under design storm conditions and consistency with the Leachate Management Plan. A lower permeability barrier layer or the addition of a geomembrane, as illustrated in Figure 5.5b, may be required to control leachate generation rates to be consistent with those identified in the Leachate Management Plan. The final cover design shall also be coordinated with the LFG management facilities including LFG collection or venting facilities.

Topsoil Layer

The top layer in the final cover shall be a topsoil layer with the depth related to the type of vegetation planned to use for the site. The topsoil shall consist of a soil horizon that will provide the moisture retention and nutrients required to support healthy vegetative growth in the long term. The topsoil can be comprised of suitable soil or a fabricated growing medium produced from an appropriate mix of soil, a carbon source, and a nutrient source such as biosolids. If biosolids are used as a soil conditioner, the fabricated growing medium mix shall be developed by a Qualified Professional, and in compliance with BC's Organic Matter Recycling Regulation.

Vegetation

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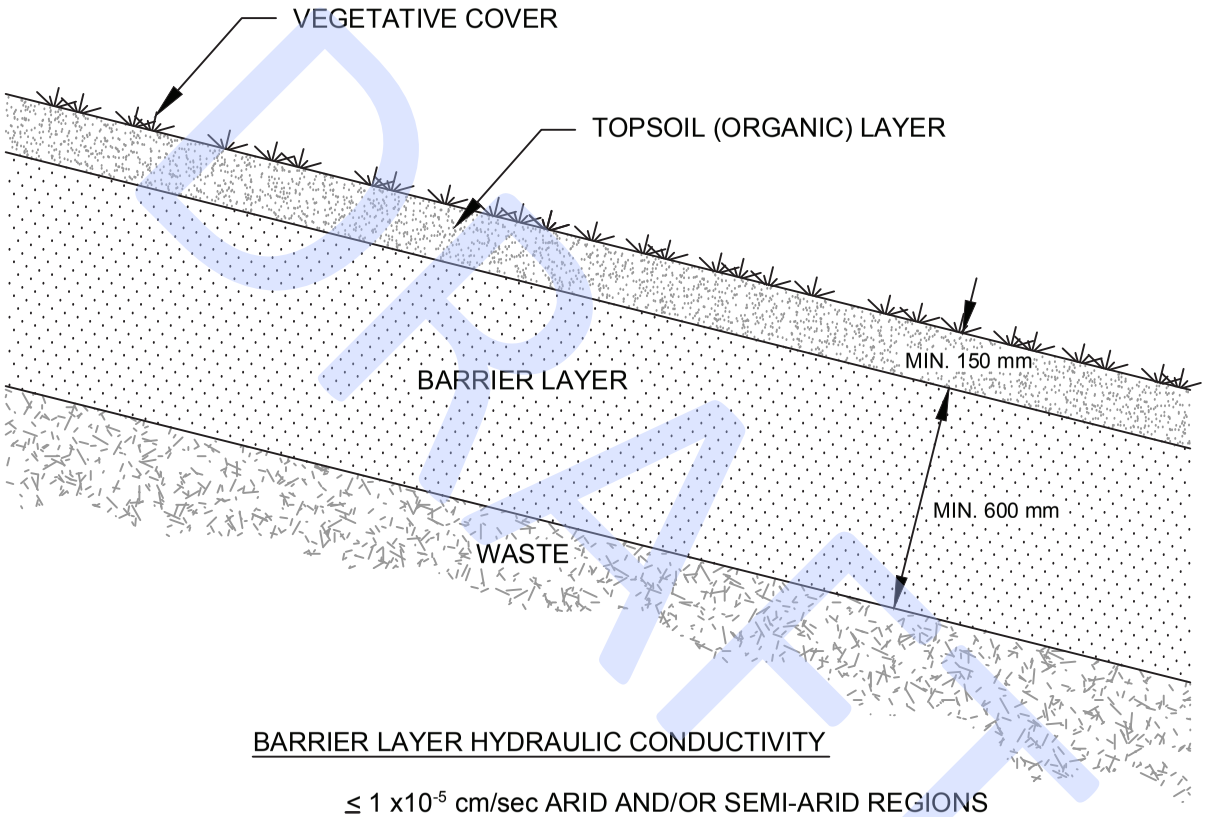

BARRIER LAYER HYDRAULIC CONDUCTIVITY

≤ 1 x10^{-5} cm/sec ARID AND/OR SEMI-ARID REGIONS

≤ 1 x10^{-7} cm/sec NON-ARID REGION

SLOPES

SIDE SLOPE 3H:1V

PLATEAU 10H:1V

Figure 5.5a

FINAL COVER DETAIL

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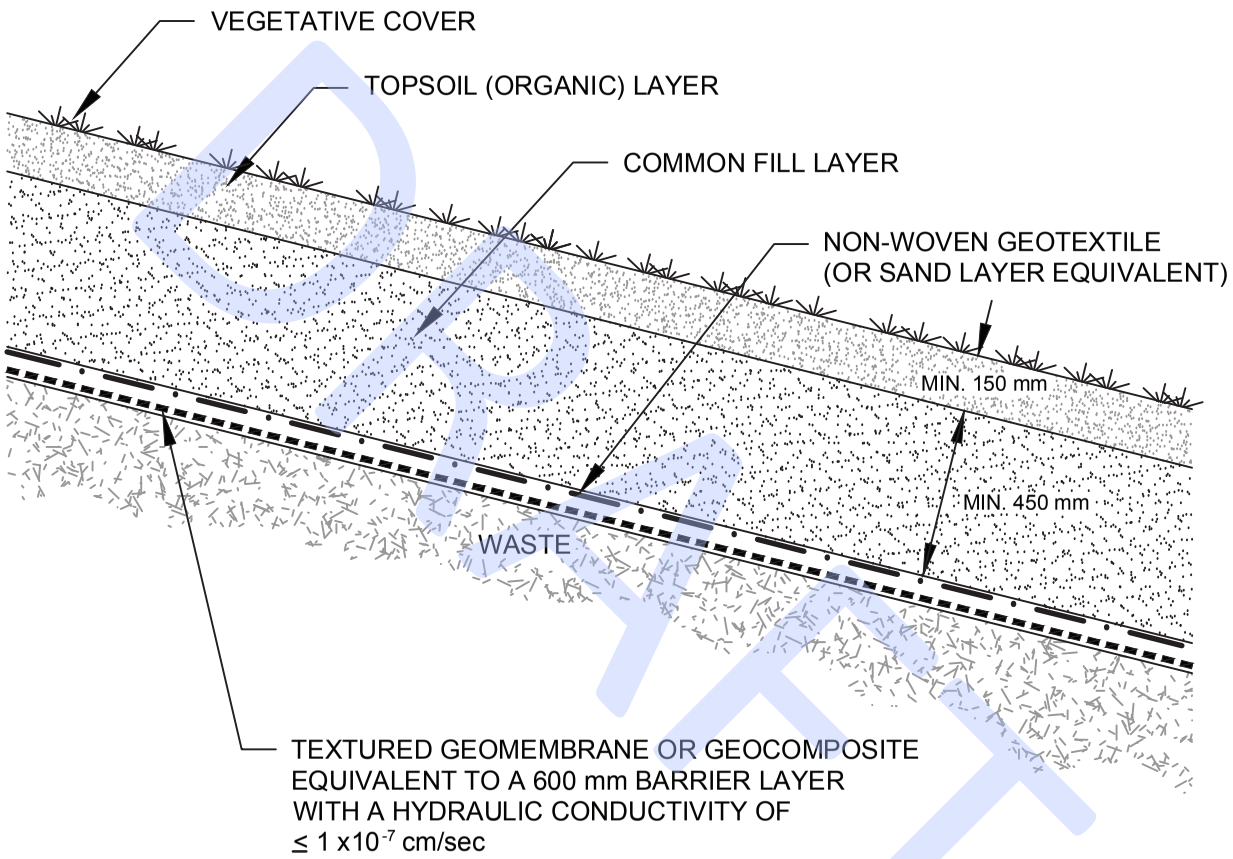

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Figure 5.5b

GEOMEMBRANE FINAL COVER DETAIL

A completed final cover shall be seeded or hydroseeded at the first opportunity that will result in successful germination and sustainable growth. The seed mix shall achieve erosion control, low maintenance, and end use objectives. Reseeding and fertilization shall be carried out periodically until such time that a sustainable vegetative cover is fully established. Trees and shrubs can be also used to establish a vegetative cover.
The vegetal species should be selected to ensure that their root systems will not impact the performance of the low permeability layer.

Evapotranspiration cover

Alternative final cover design, such as an evapotranspiration cover, can be approved if it can be demonstrated that the alternative provides equivalent or better performance with respect to reduction in infiltration and other objectives, such as erosion resistance and LFG control.

Evapotranspiration covers rely on the water storage capacity of the soil layer, rather than low hydraulic conductivity materials, to minimize infiltration. These covers use one or more vegetated soil layers to retain water until it is either transpired through vegetation or evaporated from the soil surface. These covers generally perform better in arid and semi-arid climates. Site-specific conditions, such as site location and landfill characteristics, may limit the use or effectiveness of evapotranspiration covers.

5.9 FINAL CONTOURS

The final contours of a landfill will affect the landfill site capacity and the performance of the final cover system. Maximum recommended slope length should depend on soil type, slope steepness and climate. More gradual slopes will reduce surface water runoff and cover soil erosion but result in increased infiltration and leachate generation. Steeper slopes reduce infiltration but may result in increased erosion and slope stability concerns. Final contours of the landfill shall be constructed at grades not steeper than 3H:1V (33 %). The recommended design criteria for the top plateau of the landfill is a slope not less than 10H:1V (10 %) for cover systems using a soil barrier layer. The grade for the top plateau can be reduced up to 25H:1V (4%) for cover systems using a durable geomembrane or composite barrier layer with an overlying drainage layer above the final landfill side slope. The final grades can be adjusted based on planned

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beneficial land use options after landfill site closure under demonstration of no differential settlement for a period of at least one year. Figure 5.2 provides an example profile schematic of the final contours.

Surface water control benches to intercept surface water run-off shall be provided on the landfill final contours every 15 m vertical or less. Benches shall be graded in a way that will effectively convey surface water run-off from the landfill refuse via ramps, down-chutes, or spillways and shall account for anticipated settlement.

5.10 SITE SECURITY AND FENCING

Landfill security fencing is required to discourage unauthorized access to the facility outside of the landfill operating hours. Electric bear fence or wildlife exclusion fence meets the definition of security fencing.

Security fencing shall be established around the entire perimeter of the operational footprint of the landfill. The minimum size fence shall be a 1.2 m post and wire fence. Along the landfill site boundary where vehicle access can be achieved from the outside a minimum 2 m chain link fence is recommended. Entrance gates with vandal proof locking mechanisms are required at all access points to the landfill site that are accessible to the public. The gates shall be maintained in a locked position outside landfill operating hours.

5.11 ACCESS ROADS

Landfill access roads shall be designed and constructed to provide safe all-weather access to on-site facilities and for conducting inspection and maintenance of the landfill site infrastructure during the operating and post-closure periods of the landfill.

During the operating life of the landfill site, safe public access shall be maintained to all material drop-off and waste disposal areas. Recessing the entrance into the landfill should be considered to minimise vehicle queuing along public roads. The access roads at the landfill site entrance shall be designed and constructed to prevent the tracking of mud or waste from the site onto public roadways.

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The size and grade of the access roads are to be designed to meet the traffic load and vehicle type within the open and controlled areas of the landfill site. The following design criteria should be adopted:

- Access road traffic surface to be minimum 4 m wide for one lane and 7 m for two lanes.
- Roads for public and commercial traffic shall not exceed 8 percent grade.
- Roads for construction / internal off-road equipment traffic shall not exceed 15 percent grade.
- Surface water ditches shall be maintained to promote proper drainage. Armoured ditches are recommended for roads sloped steeper than 2 percent.

5.12 VECTOR AND WILDLIFE MANAGEMENT AND NUISANCE CONTROLS

A landfill site must be designed to satisfy the operation criteria with respect to vector and wildlife management and nuisance controls.

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6.0 OPERATIONAL CRITERIA

This section of the "Criteria" presents the objectives and minimum requirements for operation of landfill sites to ensure the landfill performance criteria are met.

6.1 AUTHORIZED WASTES

MSW shall be approved for disposal in the landfill. In general, waste disposed in the landfill shall not contain Hazardous Waste as defined in the Hazardous Waste Regulation (HWR). The following types of Hazardous Waste may be specifically approved for disposal by the director:

- Waste asbestos managed according to Section 40 of the Hazardous Waste Regulation.
- Hydrocarbon-contaminated soils managed according to Section 41.1 of the HWR. Details of contaminated soil disposal are provided in Appendix B.

Disposal of controlled waste is generally prohibited. However, if approved for disposal, the management of controlled waste requires special handling. Burial of specified controlled waste in dedicated trenches may be approved in instances where it has been demonstrated that there is no other viable alternative for the waste stream such as treatment/disposal, recycling, reprocessing or composting. The DOCP shall identify the controlled waste to be received at the landfill site and the additional controls to be implemented for the receipt and disposal of such wastes.

Many materials found in the MSW waste stream such as cardboard, beverage containers, scrap metal, drywall, etc. are recyclable. Many regional districts and municipalities have implemented SWMPs and by-laws to ban a wide range of substances from being disposed of in a landfill. Commonly banned materials include:

- Metal.
- Cardboard.
- Gypsum drywall.
- Yard waste.
- Clean wood.
- Concrete.
- Wood from construction and demolition sources.

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- Organics from commercial and residential sources.
- Product categories under the BC Recycling Regulation.

Recovery of recyclable and reusable materials to avoid placement of these materials in a landfill is encouraged.

6.2 LANDFILLING OF WASTES

All waste shall be placed within the landfill footprint in accordance with the Filling Plan. The active face shall be kept at a minimum while providing sufficient area for the safe unloading of waste by incoming waste haulage vehicles.

Recommended specifications for the active face size and uncompacted lift heights are provided in Appendix A.

Wastes are to be spread in thin layers (0.6 m or less) on the active face and compacted. Normally, 3-5 passes of the compacting equipment over the wastes are sufficient to achieve adequate compaction.

General guidance is provided regarding the following wastes that may be approved for disposal in the landfill footprint:

Waste Asbestos

Waste asbestos as defined by the BC HWR must be transported in compliance with the Transportation of Dangerous Goods Act and Regulations and disposed of in accordance with Part 6, Section 40 of the HWR (including the director's requirements), and any landfill-specific asbestos handling and management policies.

Currently, section 40(2) of the HWR requires:

(2) A person must not deposit waste asbestos in a landfill other than a secure landfill unless

(a) a permit or an approval has been issued under the Act to operate the landfill, or the landfill is operated under a waste management plan,

(b) the waste asbestos is confined during handling, storage and transportation by

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(i) dry airtight containment techniques such as
(A) packing in 6 mil plastic bags placed within a non-reusable drum and then sealed, or
(B) packing in a 6 mil plastic bag placed within a second 6 mil plastic bag and then sealed, or
(ii) wet containment techniques such as saturation with water and containment in non-leaking sealed drums or equivalent, or
(iii) approved containment techniques,
(c) the waste asbestos is disposed of at the landfill by being immediately buried with a minimum of 0.5 m of cover material,
(d) approval of the landfill owner is received before disposal takes place, and
(e) the deposit is authorized by a director and carried out in accordance with the director's requirements.

Waste asbestos can typically be deposited into a dedicated asbestos trench excavated into MSW at the active face, or in a controlled waste trench 2 to 4 m deep excavated into native soil within the landfill footprint and in an area where no further excavation will occur.

Controlled Waste

If approved, controlled waste may be disposed of in a trench excavated into MSW at the active face, or in a controlled waste trench 2 to 4 m deep excavated into native soil within the landfill footprint where no further excavation will occur. The controlled waste shall be immediately covered with a minimum of 0.5 m of cover or MSW.

Slaughter- house waste is differentiated into two types. Specified Risk Material (SRM) is considered Type 1waste. SRM is defined as slaughter waste that contains body parts from cattle that may contain the BSE prion, including the brain, spinal cord and other body parts. The federal Canadian Food Inspection Agency (CFIA) requires producers, transporters, and processors to obtain permits for transporting, accepting and disposing of SRM. For information, consult the CFIA. Type 2 waste is slaughter waste from cattle that does not contain SRM, and other slaughter-house waste, such as poultry waste.

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6.3 COVER PLACEMENT

Landfilled waste shall be covered daily and at intermediate stages of operation to control vectors, wildlife and scavenging, and minimise odour, dust, litter, stormwater infiltration, LFG emissions and risk of fire.

Daily cover shall be placed on the entire surface of the active face at the end of each operating day. If daily cover is soil, it shall be at least 150 mm thick.

Intermediate cover shall be placed where the active face will not be located for 30 days or more. If intermediate cover is soil, it shall be at least 300 mm thick (may include the daily cover thickness).

Alternative materials that may be approved as daily or intermediate cover include:

- Reusable (e.g., rigid steel plates, rubber belts, or tarps).
- Left in place and buried (e.g., wood waste, shingles, contaminated soils, thin decomposable plastic films or spray-on covers).

It is recommended to conduct a trial to demonstrate that the alternative cover material performs satisfactorily in site-specific conditions before using it on a permanent basis.

Depending on the type of daily or intermediate cover, surface water that contacts these covers may be considered to be leachate and, if so, shall be managed in accordance with the Leachate Management Plan.

Cell construction and use of inert daily and intermediate cover reduces the risk of fire initiation through spontaneous combustion as well as the risk of a fire spreading throughout a landfill facility. However, daily and intermediate cover may lead to the development of perched water tables and limit the vertical flow of landfill gas toward gas collection wells and horizontals. Recognizing these conflicting objectives, stripping of daily and intermediate cover can be undertaken at MSW landfill facilities in order to enhance landfill gas recovery and to prevent leachate breakouts and slope failures. The optional stripping of cover shall be undertaken only immediately before beginning an active face on top and shall not result in unacceptable nuisance odours and/or odour complaints.

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Final cover shall be placed within 365 days on any part of the landfill footprint at final contours. The final cover barrier layer shall be placed at a minimum thickness of 600 mm. The detailed minimum final cover standards are specified in Section 5.8.

Contaminated soil may be used as waste cover under conditions provided in Appendix B.

6.4 NUISANCE CONTROLS

The landfill must be designed and operated to prevent impacts from nuisance factors and comply with any local government nuisance bylaws. If the landfill is likely to cause a nuisance or not comply with any local government nuisance bylaws (including due to dust, noise, litter, odour, vectors, wildlife, tracking of mud out of the site entrance, etc.), assessment, modeling and/or monitoring shall be conducted to determine predicted and/or actual nuisance levels, and controls shall be designed and implemented to prevent nuisance and comply with the bylaws.

A complaint response procedure is required to be developed and posted on-site for responding to nuisance complaints.

Dust

Any landfill surface, soil stockpile and road surface has the capacity to generate dust. Other potential dust sources are compost grinding operations and the delivery of dusty loads of waste. The magnitude of the resulting impact will depend on the type and size of the operation, the prevailing wind direction and intensity, the presence of any natural or engineered wind breaks, implemented dust control measures, the soil type, and climate.

Dust releases should be controlled on site. Roads on the landfill surface shall be watered as necessary or otherwise treated to control dust emissions. Chloride-containing dust suppressants are discouraged as chloride is a common leachate indicator parameter used in the groundwater and surface water quality monitoring program. Waste oil is banned for use as a dust suppressant.

Landfill supervisory staff shall routinely watch out for dust clouds and shall initiate remedial measures whenever excessive dust is observed.

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Noise

Landfill operations generally require the operation of heavy equipment including waste compactors, dozers, heavy trucks and mobile crushers, screens and other plants used in recycling operations. Heavy equipment shall operate with back-up alarms that also generate noise. Without proper noise control measures, landfill operations can result in nuisance.

Site operations should minimise noise including:

- Making use of natural and/or constructed features such as vegetated buffers, soil berms, and material stockpiles to dampen off-site noise impacts.
- Constructing main haul roads at 8 percent grade or less to minimize engine noise.
- Scheduling potentially noisy activities during hours that will minimise impacts on the community.

Litter

Exposed litter on the landfill site shall be prevented. The performance objectives for landfills in British Columbia are as follows:

- To have no litter migrate beyond the landfill site boundary.
- To pick up all litter on the landfill site at least once per year, or more often if required.

Odour

Landfill site operations shall be carried out in a manner that prevents nuisance from odour. Odour control measures are required for all activities having the potential to cause nuisance odour. Daily and intermediate cover requirements shall be complied with at all times. Control systems shall be installed as necessary where required and maintained according to industry standards. Aeration systems should be added to all leachate storage ponds and other liquid treatment facilities that generate unpleasant odours. Biosolids and other odorous materials shall be stored, blended, and processed with required odour control measures in place.

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6.5 VECTOR AND WILDLIFE MANAGEMENT

Vectors and wildlife shall be discouraged from feeding at landfills.

The following operation criteria shall be implemented at landfill sites to minimize the attraction of vectors and wildlife to landfills:

- Landfills shall comply with all daily, intermediate, and final cover requirements to limit the area of exposed waste that typically attracts vectors.
- Landfills situated within 8 km of airports and landfills in areas where birds converge to feed on refuse at any time shall implement an effective bird deterrent program.
- An effective rodent control program shall be implemented and maintained to minimize the population of rodents on the landfill site.
- Landfills situated in bear habitat or where there are signs of bears such as bear scat, footprints or sightings, shall have the landfill operational footprint and all areas where an attractant is located, enclosed with a bear-proof electric fence. An attractant includes food or food waste, compost, carcass or part of an animal or fish, or other meat, or other waste or garbage, that could attract bears. If bear signs are detected at a landfill that does not have a bear-proof electric fence, a new bear-proof electric fence shall be erected within 120 days. An electric fence may also be required if other dangerous wildlife (e.g. cougar, coyote or wolf, etc.) is attracted to the landfill.

6.6 BURNING

Open burning of wastes at the landfill site is generally prohibited. However, open burning of clean wood and yard waste may be approved in the SWMP, OC or permit if it can be demonstrated to the director that there is no viable alternative such as reuse, recycling, energy recovery, or composting. A technical assessment report satisfactory to the director shall be submitted and the open burning shall be approved in the SWMP, OC or permit. Approval must also be obtained from any other applicable fire protection authorities. Guidelines for open burning of clean wood and yard waste are summarized in Appendix C.

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6.7 LANDFILL FIRE MANAGEMENT

Landfills shall be operated in a manner that reduces the risk of landfill fires from occurring. The following requirements shall be met:

- All landfills shall comply with the daily and intermediate cover requirements that specify placement and compaction of waste in cells and isolation by specified thicknesses of inert daily and intermediate cover. This is particularly important at DLC facilities.
- Fire breaks at least 15 m wide and free of trees, brush, tall grass and other combustible material shall be maintained within the buffer zone within the 20 m closest to the landfill footprint.
- Landfill site should have year-round and immediate access to a water supply capable of a sustained flow of water for firefighting purposes that exceeds 4,000 litres per minute or suitable alternative fire suppression equipment specified in the Fire Safety Plan.
- All landfill equipment that will work at the operating face of the landfill shall be equipped with fire suppression measures.

In the event of an unauthorized fire (including any smoldering fire) the landfill owner or operator shall immediately make all reasonable efforts to extinguish the fire including reporting the fire to the fire department with jurisdictional responsibility. Any large fire which poses a threat to public health or to neighbouring property shall be reported to the Provincial Emergency Program.

6.8 SCAVENGING

Scavenging of wastes from the active face is prohibited. This prohibition is not intended to prevent the operation of material recovery facilities within the buffer zone.

6.9 SITE HEALTH AND SAFETY PLAN

The landfill site operations shall meet the requirements of Work Safe BC.

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6.10 SIGNAGE

Signage shall be erected and maintained at the landfill site entrance. Signage at the landfill site entrance shall provide the following information.

- Name of Owner/Site Operator.
- Owner/Site Operator Contact Information.
- Hours of Operation.
- Emergency Contact Information (e.g. Fire, Police, Ambulance 911, Provincial Emergency Program (PEP) Environmental Emergency 24-hour Incident Reporting Hotline: 1-800-663-3456, Conservation Officer Service Report All Poachers and Polluters (RAPP): 1-877-952-7277).
- Waste and recyclable material accepted, prohibited, restricted, and tipping fees charged (this information can be only available at the facility administration and on-line.).

Appropriate traffic control signage shall be posted inside the landfill site boundaries directing public and commercial waste haulers to drop-off, material recovery, and disposal areas of the landfill site.

6.11 WEIGH SCALES

Weigh scales should be installed at all landfill sites receiving more than 5,000 tonnes of waste per year. The weigh scales shall be maintained in proper working order and meet the requirements of the federal *Weights and Measures Act*.

6.12 RECORDS

The landfill owner and/or operator shall record and maintain all relevant records for the entire contaminating lifespan of the landfill. The records for at least the last 7 years shall be available on-site for inspection (if practical). The records shall be submitted to the director within 14 days of a request from Ministry of Environment and include but not limited to the following:

- The Permit or the Operational Certificate.
- All "plans and reports" indicated in Section 10.
- Records of inspections conducted by regulatory agencies.

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- Complaint ledger providing source of complaint, nature of complaint, time received and actions taken.
- Waste tonnages and volumes disposed of in a landfill. It is important to record these data for the operational life of a landfill to help establish trends to determine contaminating lifespan.
- If available, recyclable material data and disposition for each category of waste and recyclable material received and exported from the landfill site.

6.13 OPERATOR TRAINING

All landfills shall be supervised and operated by trained qualified personnel. All landfill operators and managers are encouraged to have specialized professional training. Ministry of Environment strongly recommends the continuing education of staff operating a landfill site.

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7.0 CLOSURE AND POST-CLOSURE CRITERIA

7.1 CLOSURE PLAN

A Closure Plan is required for all landfill sites. The Closure Plan shall be included in the DOCP prepared for the landfill site and shall be updated upon the landfill having reached at least two years of remaining site life or when landfill site is planned to undergo significant changes that may impact its operational lifespan. The Closure Plan shall be prepared identifying a specific post-closure land use proposed for the landfill site.

7.2 PROGRESSIVE CLOSURE

Each area of the landfill footprint that has achieved final contours shall be closed within 365 days to provide for progressive closure of the landfill site. Closure activities include but may not be limited to constructing final cover, extending surface water ditches and access roads, planting vegetation, erecting or relocating signage. The actual timing of the progressive closure activities will be based on the filling plan.

7.3 POST-CLOSURE OPERATION AND MAINTENANCE

Post -closure operation and maintenance shall be done in accordance with the Closure Plan. The post-closure operation and maintenance program as well as an environmental monitoring program are required to be conducted during the contaminating lifespan of a landfill. Detailed requirements of the program are specified in Section 10.3.4.

7.4 CONTAMINATING LIFESPAN

As part of the Closure Plan, the contaminating lifespan of a landfill shall be determined using the latest updated environmental monitoring information as specified in Section 8.3.

As a minimum, the contaminating lifespan of a landfill shall not be assumed to be less than 30 years when determining the requirements for post-closure

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operation and maintenance and the amount of financial security required for the landfill site.

The Landfill Gas Management Regulation also addresses the permanent shutdown of landfill gas management facilities.

7.5 CONTAMINATED SITES REGULATION AND LANDFILL CLOSURE

Part 4 of the *Environmental Management Act* and the Contaminated Sites Regulation (CSR) contain legal provisions that may apply during the closure of a municipal solid waste landfill. The Ministry's Land Remediation (Contaminated Sites) Section administers these provisions.

Municipal waste landfilling is a specified purpose/activity in Schedule 2 of the CSR. Section 40 of EMA requires, at the time of "decommissioning" (10 days prior to final deposit of waste), that a landfill property owner complete and submit, to the director, a site profile. In response to receipt of the site profile, the director may impose a site investigation requirement and, if so, may require a report on the investigation to be submitted within one year.

Typically, if the landfill property is not planned to be used for a new purpose in the future, then the landfill closure process and post-closure monitoring and reporting requirements will be regulated under the Closure Plan developed for a landfill site (Section 10.3.4). If future plans include the landfill property being put to a new use (e.g., municipal park amenity; light industrial complex), then there may be further requirements to ensure that the landfill site is suitable, from an environmental protection standpoint, for the proposed future use.

Further information regarding the Ministry's contaminated site remediation regulatory framework and a staff contact list may be found at:
http://www.env.gov.bc.ca/epd/remediation/index.htm.

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8.0 FINANCIAL SECURITY

Financial security is required for all privately-owned landfills.

Public landfill owners including Regional Districts and municipalities are required to follow the Public Sector Accounting Board's (PSAB) financial reporting model for annual financial reporting purposes. Section PS 3270 requires that financial liability for closure and post-closure monitoring costs of municipal solid waste landfills is properly recognized and adequately funded. A dedicated closure fund should be established to promote local government accounting and ensure that taxpayers are appropriately funding the future liability associated with the landfills, including progressive closure and post-closure care and monitoring. This is not considered financial security.

8.1 AMOUNT OF FINANCIAL SECURITY

Financial security for private landfills and a closure fund for publicly-owned landfills shall match liabilities throughout the life of the site. The amount shall be adequate to close the site at any point in its operational life and continue with post-closure care which includes leachate and landfill gas management, maintenance, monitoring and other environmental protection measures as necessary. Liabilities should be estimated for each phase of development such as:

1. Maximum land disturbance as a result of site development before any waste is placed in the landfill.
2. Nearing completion of each phase of the landfill development and including post-closure care costs.
3. Just prior to final closure of the landfill and including post-closure care costs. This will typically be the point of maximum liability.
4. Post-closure care.

The initial financial security deposit will, at minimum, match the estimate determined by number (1). Increasing financial security shall match costs projected and the timeline for each phase of development (2). At the time of site closure, the financial security shall be adequate to offset final closure (3) and post-closure care costs (4).

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8.2 CALCULATING FINANCIAL SECURITY

The amount of financial security shall be calculated as the sum of the following costs:

- Cost of emergency closure or planned closure, whichever cost is greater.
- Cost of post-closure operation, maintenance, monitoring and reporting for the contaminating lifespan.
- Cost of implementing contingency measures.

Each task or activity associated with closure and post-closure care shall be detailed and estimated in performing financial security calculations. Costs for each task or activity should be determined by multiplying the unit cost by the number of units (e.g. cost to develop a well X number of wells). All costs shall be identified individually and tabulated for each phase of landfill development. Estimates shall include costs associated with administration, engineering assessment and construction oversight.

The estimated costs shall not be reduced by the value of any assets. A contingency of 20% shall be added to the total estimated costs.

Closure Costs

Activities to be considered in the closure costs include:

- Compaction, grading of the landfill surface area.
- Final cover placement and the establishment of vegetation.
- Installation of fences, gates, surface water control works, passive landfill gas venting system and construction of any other monitoring and control works that may be required for the post-closure period.

Post-Closure Costs

Activities to be considered in the post-closure cost estimate are:

- Management and maintenance of the landfill final cover including fertilizing, irrigating and re-seeding of the vegetative cover as anticipated.
- Operation and maintenance of any on-site or off-site leachate management facilities.
- Operation and maintenance of landfill gas management facilities.

DRAFT

- Operation and maintenance of site infrastructure including surface water control works, roads, fences, etc.
- Construction or replacement of any monitoring or control works as required.
- Annual environmental monitoring and reporting.

Contingency Measures Cost

Activities to be included are the costs of implementing and maintaining the contingency measures included in the DOCP.

8.3 POST-CLOSURE PERIOD

The post-closure period for which post-closure care will be required shall be determined based on the contaminating lifespan of the landfill. When determining the necessary funding level for post-closure care (a closure fund for public landfills and financial security for private landfills), a technical analysis of the expected contaminating lifespan shall be undertaken by a Qualified Professional. In the absence of technical rationale to determine the contaminating lifespan of the landfill, a lifespan of 50 years shall be used for landfills with less than 100,000 tonnes of MSW in place, 100 years shall be used for landfills with less than 1,000,000 tonnes of MSW in place and 200 years shall be used as the default for landfills with more than 1,000,000 tonnes of MSW in place. In no case shall the post-closure period be less than 30 years.

8.4 COST TO BE PRESENTED IN CURRENT DOLLARS

All cost estimates should be presented in net present values and adjusted for inflation and discount rates. Inflation rates shall be based on the *British Columbia Consumer Price Index* averaged over the preceding 10 year period or as recommended by a Qualified Professional. Discount rates shall be based on the current *Government of Canada Long Term Bond Yield* or as recommended by a Qualified Professional.

The default for the real rate of return (i.e. the difference between the discount rate and inflation rate) shall be 2% unless otherwise determined by a member of *Canadian Institute of Actuaries* or other Qualified Professional with comparable expertise.

DRAFT

8.5 REVIEW PERIOD

Cost estimates should be reviewed at the commencement of a new landfill phase or where there has been a significant design revision. Regardless, the period for review should not exceed 5 years.

8.6 TYPES OF FINANCIAL SECURITY

An irrevocable letter of credit (ILOC) and a Surety Bond are the acceptable forms of financial security.

An ILOC is a promise from a financial institution to the province that at the request of the province funds up to the agreed sum of money will be paid to the province. It can't be cancelled or amended and must automatically renew on expiry unless advance notice is provided to the province. It is an assured method of securing payment because the promise to pay is directly from the financial institution to the Ministry. In addition, an Irrevocable Letter of Credit allows for incremental additions each year should that be desired.

An ILOC should only be accepted if it is issued by a financial institution which meets all of the following qualifying criteria:

a. Canadian Chartered Schedule 1, 2, or 3 Banks or Canadian Credit Unions;
b. Senior unsecured long term credit rating of Standard and Poor's A+, Moody's A1, or Dominion Bond Rating Service A (high), (determined by the lowest rating); and,
c. An office in Canada.

A Surety Bond is a three-party agreement where the surety company promises to perform obligations of the bonded party or pay up to an agreed sum of money to the beneficiary if the bonded party fails to perform those obligations.

Surety Bonds are suited to short-term projects where contract performance specifications are measurable and/or the length of time to completion is readily determinable and an appropriate bond is available. Depending on the obligations to be bonded, a renewable or longer term surety may be available. Like the Irrevocable Letter of Credit, a Surety Bond is irrevocable.

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9.0 MONITORING CRITERIA

A detailed Environmental Monitoring Plan (EMP) for leachate, groundwater, surface water, and landfill gas must be prepared and implemented during landfill construction and landfill operation, closure and post-closure. The EMP shall:

- Demonstrate compliance with the performance criteria.
- Demonstrate that monitoring results are consistent with the applicable plans and reports, listed in Section 10, including the groundwater and surface water impact assessment.
- Address the need for monitoring within 1 km of the landfill footprint.

The EMP shall be developed in accordance with the "Guidelines for Environmental Monitoring at Municipal Solid Waste Landfills" for groundwater, surface water, leachate, and soils and vegetation or its approved replacement. The EMP shall be included in the DOCP as per Section 10.3.

9.1 LEACHATE MONITORING

Leachate monitoring is required to establish site specific leachate chemistry and contaminants and to ensure these contaminants are included in the groundwater and surface water monitoring. Monitoring of leachate levels within the landfill shall be conducted to ensure that landfill gas extraction wells (or horizontals) are not flooding, the waste is not becoming saturated and excessive pore pressures are not developing to trigger slope instability.

Leachate chemistry is also required to assist with determining the contaminating lifespan of the landfill at the time of closure.

9.2 GROUNDWATER AND SURFACE WATER MONITORING

The EMP for groundwater shall be developed based on the Hydrogeology and Hydrology Characterization Report, the Groundwater and Surface Water Impact Assessment, and the expected landfill performance. The EMP for surface water shall be developed to monitor the performance of the surface water control works constructed and operated on a landfill site. The groundwater and surface

DRAFT

water monitoring results are to be assessed for compliance with the applicable criteria as stipulated in Section 4.1.

9.3 LANDFILL GAS MONITORING

Landfill gas monitoring is required to ensure the health and safety of the landfill operations personnel, the public and any other sensitive on-site and off-site receptors.

The EMP for landfill gas shall follow the requirements in the BC Landfill Gas Management Facilities Design Guidelines as this guidance document supersedes the landfill gas section of the "Guidelines for Environmental Monitoring at Municipal Solid Waste Landfills".

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10.0 PLANS AND REPORTS

All plans and reports must be prepared at the appropriate time, certified by a Qualified Professional, kept up-to-date, retained for inspection and/or submitted to the director, as required.

The landfill must be planned, designed, constructed, operated, monitored, and closed in accordance with the plans and reports.

The following plans and reports shall be prepared:

- Landfill Criteria Conformance Review and Upgrading Plan, if applicable (see Section 2.2).
- Hydrogeology and Hydrology Characterization Report.
- Construction report(s).
- Design, Operations and Closure Plan (DOCP).
- Landfill Gas Generation Assessment, if required under the Landfill Gas Management Regulation.
- Landfill Gas Management Facilities Design Plan, if required under the Landfill Gas Management Regulation.
- Annual Operations and Monitoring Report (s).

10.1 HYDROGEOLOGY AND HYDROLOGY CHARACTERIZATION REPORT

The purpose of the Characterization Report is to characterize the geology, hydrogeology, and surface hydrology at and near the landfill site. The reports that were completed for existing sites should be reviewed and updated if needed to contain all the information listed in this section.

The minimum requirements of a Characterization Report are:

1. **Map and Cross-sections** – A geologic map and geologic cross-section of the landfill site showing lithology and structural features. Cross-sections shall be referenced to the geologic map and shall be located to best portray geologic features relevant to the landfill site.
2. **Geologic Structure** – A description of the natural geologic structure of materials underlying and adjacent to the landfill site.

DRAFT

3. **Hydraulic Conductivity** –The in-place hydraulic conductivity of soils immediately underlying the landfill footprint including:
    - Hydraulic conductivity data, in tabular form, for selected locations within the landfill footprint.
    - A map of the landfill site showing test locations where these hydraulic conductivity data were obtained.
    - An evaluation of the test procedures and rationale used to obtain these hydraulic conductivity data.
4. **Groundwater Flow Direction** –the perennial direction(s) of ground water movement beneath and adjacent to the landfill site.
5. **Groundwater Flux** –the groundwater flux within the aquifer(s) beneath the landfill site.
6. **Springs/ Groundwater Discharge** – A map showing the location of all springs and groundwater discharge locations within 1 km of the landfill footprint.
7. **Surface Hydrology** – A study of water and contaminant transport over the earth's surface, and through near-surface soils within 1 km of the landfill footprint.
8. **Water Quality** – An evaluation, supported by water quality analysis, of the baseline water quality within 1 km of the landfill footprint.
9. **Background** – A tabulation of background water quality for all applicable monitoring parameters and indicator parameters identified in the environmental monitoring program.
10. **Land and Water Use**
    - **Well Map** – a map showing the locations of all wells including water supply monitoring, oil and gas wells, geothermal, etc. within 1 km of the landfill footprint.
    - **Well Information** – well information, where available, for each water well indicated on the well map including, but not limited to:
        - Total well depth.
        - Diameter of casing at ground surface and at total depth.
        - Type of well construction (cable-tool, rotary, etc.).
        - Depth and type of perforations.
        - Name and address of well driller.
        - Year of well construction.
        - Use of well (drinking, irrigation, livestock watering, etc.).
        - Depth and type of seals.
        - Lithologic, geophysical, and other types of well logs, if available.
        - Water levels, pump tests, water quality, and other well data, if available.

DRAFT

- **Land Use** – Current and allowed land uses within 1 km of the landfill footprint including:
  - Types of land use (residential, commercial, industrial, agricultural, recreational, etc.).
  - Types of crops.
  - Types of livestock.
  - Number and location of dwelling units.
- **Groundwater and Surface Water Uses** – Current and planned future uses of groundwater and surface water within 1 km of the landfill footprint including types of water use (drinking, aquatic life, irrigation and livestock watering, etc.)

10.2 CONSTRUCTION REPORT(S)

Construction report(s) shall be prepared after the construction and/or significant modification of landfill facilities. Construction report(s) shall demonstrate the landfill has been constructed in accordance with the plans and reports and confirm that the geologic conditions encountered are as expected and used in a Groundwater and Surface water impact assessment. Construction report(s) shall include all inspection and quality assurance/quality control testing results, and as-built record drawings showing the lines, grades, and as-built elevations of the landfill. The results of all soil test data including field and laboratory data shall be contained within the construction report. The geologic inspection report containing information as per Section 5.3 shall be included in the Construction Report prepared for the landfill site.

Before and during the construction or significant modification of landfill facilities (e.g. landfill base, landfill base liner, leachate management facilities, landfill gas management facilities, surface water management works, final cover, etc.), inspections and quality assurance/quality control testing must be conducted, and any concerns addressed.

For example, the following inspections and testing are recommended:

Landfill Facility	Inspections and testing
Landfill base	Geologic inspection and soil testing

DRAFT

Landfill base liner	Continuous QA/QC inspection during geomembrane installation and subsequent geomembrane coverage to limit occurrence of undetected defects. Each seam should be individually tested using non-destructive methods. A leak location survey should be conducted to verify integrity of the lining system after installation.
Leachate collection system	Continuous QA/QC inspection
LFG Collection System	Continuous inspection, testing and adjustment
Final Cover System	Continuous QA/QC inspection for geomembrane cover installation

Construction reports are to be kept up-to-date as the landfill development occurs and shall be retained for inspection and, upon request, submitted to the director.

10.3 DESIGN, OPERATIONS AND CLOSURE PLAN

The landfill owner shall prepare and maintain a current DOCP. The plan shall be reviewed and updated as needed at least once every five years. The DOCP shall demonstrate that the facility will be planned, designed, constructed, operated, monitored, and closed in accordance with the "Criteria". The facilities specified in the DOCP shall be developed, operated, and closed in accordance with the plan and under the oversight of a Qualified Professional who must ensure that the required works are fully and properly executed.

The DOCP shall include the following:

1. **Topography** – a map of the landfill site and its surrounding region within 1 km of the landfill footprint showing elevation contours, natural ground slopes, drainage patterns, and other topographical features.

DRAFT

2. A **Physical Summary** that describes the physical setting, including geology, hydrogeology, hydrology and climatic conditions (from the Hydrogeology and Hydrology Characterization Report).
3. A **Geotechnical and Seismic Assessment** of the landfill site that includes:
    - Bearing capacity, differential settlement, slope stability during construction, operation, and post-closure.
    - Seismic and fault activity risk assessment.
    - Any effects on the landfill base liner and leachate collection system.
    - Conclusions and recommendations regarding the suitability of the landfill site.
4. A **Groundwater and Surface Water Impact Assessment** that includes:
    - Groundwater and surface water impact assessment at the site boundary or within 150 m of the landfill footprint, whichever is closer, and beyond the landfill site boundary including current and planned future uses of groundwater and surface water within 1 km of the landfill footprint.
    - The applicable water quality criteria and the compliance monitoring locations as specified in Section 4.1.
    - A summary of water quality monitoring results to date, up-gradient and down-gradient surface water and groundwater quality, identification of landfill parameters of concern, leachate quality, contaminant concentrations, mass loadings, trends, assimilative capacity and cumulative impacts.
5. A **Site Plan** that for at least the area within 1km of the landfill footprint includes:
    - The landfill property, landfill site boundary, landfill footprint, and buffer zone.
    - All applicable features in the siting criteria and corresponding distances from the landfill footprint.
    - Legal property boundaries, right-of-way and other easements.
    - Topographic contours (1.0 or 0.5 m).
    - UTM Grid (100 -m spacing), north arrow and scale.
    - All existing structures and infrastructure.
    - Tree line areas.
6. A **Site Layout Plan** that includes:
    - The landfill site boundary, landfill footprint, and buffer zone.
    - Current and final landfill contours, waste thickness and design volume.
    - Landfill facilities including site entrance, fencing, roads, gatehouse, weigh scale, waste and recyclable drop-off and recycling facilities, leachate management works, surface water management works, landfill gas management works, etc.

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7. **Landfill Design** that demonstrates the landfill will satisfy all sections of the "Criteria", along with necessary plans, specifications, drawings, elevations, sections, etc.
8. A **Filling Plan** showing planned development of individual phases and cover borrow areas in a sequence that provides for the practical development of the landfill, including uninterrupted access to active phases and borrow areas. Section 10.3.1 provides detailed information on the requirements of the Filling Plan.
9. A **Progressive Closure Plan** that documents how progressive closure will be implemented. Details of the requirements for the Progressive Closure Plan are:
    - Phasing Plan showing areas to be progressively closed.
    - Plan area of each progressive closure.
    - Schedule for each progressive closure.
    - Proposed cover system profile, defining materials and material properties for each cover system layer. Specifications for the revegetation strategy should also be included.
    - Stability analysis demonstrating cover system will be stable under design storm conditions.
    - Analysis of landfill gas production and the need for venting of LFG from beneath the cover system.
    - A materials management plan indicating the quantity of each material required for closure, where it will be sourced, and where it will be stored on-site during closure construction.
10. A **Lifespan Analysis** table that projects the annual waste tonnage to be received, reused, recycled, burned, and landfilled and the annual air space consumed. The calculation shall account for air space consumed by waste, cover, road material, settlement, and environmental control works including landfill base liner, leachate and landfill gas collection works, and final cover.
11. A **Contaminating Lifespan Assessment** of the site for key contaminants. The assessment shall demonstrate that the service life and contaminating lifespan (Section 5.1) will be satisfied for the facilities particularly those identified in the design criteria.
12. A **Surface Water Management Plan**. See Section 10.3.2.
13. **A Leachate Management Plan**. See Section 10.3.3.
14. A **LFG Management Plan** that demonstrates the LFG management facilities will satisfy the "Criteria". If required under the Landfill Gas Management Regulation, a Landfill Gas Management Facilities Design Plan can be submitted as a part of the DOCP to satisfy this requirement.
15. An **Environmental Monitoring Plan.** See Section 9.

DRAFT

16. A **Facility Operations Plan** that demonstrates how the facilities will be operated in compliance with the operation criteria. The design of the nuisance control measures is to be included in the plan.
17. A **Closure Plan.** See Section 10.3.4.
18. A **Fire Safety Plan** that:
    - Is submitted to the Fire authority that would respond to the fire.
    - Describes how fire risks will be minimized.
    - Includes an emergency response plan to quickly extinguish a fire if one develops.
    - Identifies a suitable water supply, firefighting and heavy equipment resources.
19. An **Emergency Response Plan** that shall document strategies for dealing with emergencies at the site including HAZ-MAT incidents, spills, power outages, and extreme climate events. The landfill site shall also meet the requirements of Work Safe BC.
20. A **Financial Security Plan.** See Section 8.
21. A **Contingency Plan** that includes:
    - Possible failure and non-compliance scenarios of the leachate, surface water, and landfill gas management facilities.
    - Practical and implementable contingency measures to address any failure or non-compliance with the performance criteria.
22. A **Land Survey** is required to be prepared for all landfill sites and included in DOCP. The land survey is required to identify and establish the location of the landfill site boundary and the landfill footprint. The limits of the landfill footprint and landfill site boundary are to be established and maintained in the field.

10.3.1 Filling Plan

A Filling Plan shall include volumes associated with each phase and shall be designed to take into account the following:

- Generation and collection of leachate.
- Control of storm water.
- Control of litter during the various seasonal conditions.
- Interim slope stability and safety.
- Vehicle access to the active waste disposal area.
- Progressive closure of the landfill footprint.
- Minimization of nuisance impacts such as dust, nuisance weeds, etc.

DRAFT

A Filling Plan shall describe how the active phase of a landfill will be filled on a cell by cell basis. The Filling Plan shall identify the development of cells, strips and lifts and provide full details on cell geometry and cell size. It shall contain requirements and plans for cover, including daily cover, intermediate and final cover. Plans for any proposed stripping and reuse of cover layers and road materials shall be fully described. The target compaction density, waste to cover ratio, and air space utilization factor should be provided. The Filling Plan shall be illustrated on a series of engineered drawings that provide for the progressive closure of the landfill footprint.

10.3.2 Surface Water Management Plan

A Surface Water Management Plan must be prepared for the landfill site and shall demonstrate how it will satisfy the performance criteria (Section 4). The potential for surface water impairment and resulting impacts must be addressed. The plan shall also demonstrate a full understanding of the local and regional watershed including identification of all relevant natural surface water bodies and drainage features.

The Surface Water Management Plan is to:

- Preserve the natural hydrologic cycle for the landfill site.
- Document how surface water will be managed on site, including both run-on and run-off.
- Promote diversion of clean water to minimize leachate production and groundwater recharge.
- Protect the surface water quality in the off-site surface water bodies receiving drainage from the landfill site.
- Provide a design for surface water control works that will ensure drainage coming onto and leaving the landfill site does not result in interruptions to the site operations.
- Provide a design that will maintain run-off from the site with minimal sediment and at rates that are consistent with pre-development flows.
- Identify the surface water management works required for the control of erosion, sediment transport, flood risk, water quantity and water quality.
- Provide the meteorological data applicable to the site, results of the hydrologic modeling stipulated in Section 5.6 and the detail design of

ditches, down-chutes, culverts, retention ponds, and other surface water control infrastructure.

The Surface Water Management Plan must address the management of surface water throughout the operating and post-closure period of the landfill. The Surface Water Management Plan is to be prepared in a manner that is consistent with the water management requirements and strategies utilized in developing the Leachate Management Plan and the Groundwater and Surface Water Impact Assessment.

10.3.3 Leachate Management Plan

An engineered liner system, leachate collection, and Leachate Management Plan are required for all new and expanding landfills and new landfill phases at existing landfills starting on the ground.

A Leachate Management Plan shall:

- Present the most appropriate method of leachate collection, storage, treatment, and discharge on a site-specific basis that meets the requirements of the landfill design that is protective of groundwater, surface water and the surrounding environment.
- Demonstrate the performance criteria (Section 4) will be satisfied.
- Perform the assessment of alternatives for off-site or on-site leachate treatment and identify the preferred treatment method.
- Demonstrate that the preferred alternative is practical and implementable and provide an implementation schedule of the preferred alternative.
- Identify required approvals for implementation of the Leachate Management Plan if off-site disposal/treatment is proposed.

The plan must consider the quantity and quality of leachate to be generated at the landfill site during the operational and post-closure periods. The leachate quantity assessment shall identify the expected leachate quantities that will be generated by the facility on a phase by phase basis, both under average and extreme conditions. The leachate quality assessment shall predict the expected concentrations of key leachate parameters throughout the lifespan. At a minimum, the assessment shall consider concentrations of ammonia, BOD, chloride, iron, manganese, and TSS.

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At a minimum, the Leachate Management Plan shall address the following:

- Leachate generation quantities (annual, monthly and peak flows).
- Leachate chemistry profiles (actual and expected).
- Landfill liner strategy (including leachate compatibility and lifespan).
- Leachate collection strategy (including protection from clogging).
- Leachate collection system efficiencies.
- Treatment System Selection and Design. The plan should also include:
    - Identification of Management Alternatives including opportunities for moisture reduction, on-site treatment, off-site treatment, and recirculation.
    - Evaluation of Management Alternatives including required level of treatment, availability of infrastructure, economics, sustainability and environmental risks.
- Sludge Management.
- Treatment system performance monitoring and maintenance.
- Leachate discharge strategy.
- Leachate management contingency plan.

Leachate captured by the leachate collection system shall be treated prior to discharge to the environment. Some form of leachate treatment is mandatory for all landfills. The level of treatment required and method of treatment are site-specific and will greatly depend on the strength of the leachate, the nature of the final discharge and the climatic conditions at the landfill site. In general, leachate treatment methods used at landfill sites include the following:

- Leachate recirculation back into the waste at dry sites where the evaporation rate is greater than annual precipitation.
- Leachate pre-treatment, if necessary, and direction to a sanitary sewage collection system where a sewage collection system is in reasonable proximity to the landfill. If discharging to a sanitary sewer, the leachate shall meet the applicable water quality limits established for influent to the waste water treatment plant (WWTP) or sewer discharge bylaws, where such bylaws exist. The WWTP shall have sufficient hydraulic and loading capacity to treat the leachate. A treatability study is required to confirm the composition of the leachate will not cause an upset of the treatment system. Flow equalization and pre-treatment shall be provided as required.
- Leachate treatment on-site using an appropriate treatment methodology. Typically, on-site treatment will require flow equalization, biological

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treatment, filtering, and on-site polishing. Not all steps are needed for every site. In some cases, lined evaporation ponds will sufficiently serve for treating leachate. Biological treatment can be provided in aeration ponds (pre-treatment) or sequencing batch reactors. Filtering and final polishing can be accomplished with a sand filter, an engineered wetland, or a phyto-remediation area. The treated leachate shall meet the following discharge specific standards:

- If discharging to a groundwater infiltration system, leachate shall meet applicable groundwater quality standards as specified by the director.
- If leachate discharge is to a stream or river then the discharge shall meet applicable surface water quality standards as specified by the director.
- All leachate discharges to surface waters shall comply with the requirements of the federal *Fisheries Act*.

10.3.4 Closure Plan

A Closure Plan must document how the facility will be operated and maintained post- closure to ensure that all required environmental control systems will continue to function and all performance criteria will be met.

The post-closure operation and maintenance program shall include:

- Maintenance of the final cover including vegetation and the repair of damage due to erosion, leachate breakouts, slope failures, settlement and burrowing animals.
- Where applicable, operation and maintenance of surface water management works, including repairs required due to settlement.
- General site maintenance including maintenance of access roads and fencing.
- Where applicable, operation and maintenance of leachate collection and on-site leachate treatment facility or leachate haulage program.
- Where applicable, operation and maintenance of landfill gas management facilities, including repairs to infrastructure damaged by settlement.
- An environmental monitoring program to be carried out during the contaminating lifespan.
- Practical and implementable contingency measures to address any failure of the works or non-compliance with the performance criteria. Contingency measures may include the following measures:

DRAFT

- Extraction and treatment of groundwater downgradient of the landfill site.
- Establishment of monitored attenuation zones.
- Repair and/or installation of shallow leachate collection system.
- Installation of landfill gas collection or barrier systems.

10.4 LANDFILL GAS GENERATION ASSESSMENT

The Landfill Gas Management Regulation requires municipal solid waste landfills with 100,000 tonnes or more of waste in place or with an annual waste acceptance rate exceeding 10,000 tonnes to undertake an assessment of landfill gas generation and to submit the results to the Ministry. For the detailed requirements, procedure and report format see guidance documents provided under the Landfill Gas Management Regulation.

10.5 LANDFILL GAS MANAGEMENT FACILITIES DESIGN PLAN

If according to the Landfill Gas Generation Assessment Procedure a regulated landfill site is estimated to generate annually 1000 tonnes or more of methane, the owner or operator of that site is required to complete a LFG Management Facilities Design Plan and to install the designed facilities at the landfill site. For timelines and detailed requirements see the Landfill Gas Management Regulation and the Landfill Gas Management Facilities Design Guidelines.

10.6 ANNUAL OPERATIONS AND MONITORING REPORT

The Annual Report should contain two essential components:

1. The Annual Environmental Monitoring Report.
2. The Annual Operations Report.

Both of these reports shall assess the performance of and report on the operational status of the landfill for a specified year period.

The Annual Environmental Monitoring Report shall include:

- Results of the environmental monitoring program.

DRAFT

- Data tabulation, comparison to the performance criteria, interpretation, trend analysis, graphs, etc.
- Identification of any current or predicted future non-compliance with performance criteria.
- Conclusions, recommendations and proposed changes to the environmental monitoring program.

The Annual Operations Report should include at a minimum:

- Total volume, tonnage, and types of waste discharged into the landfill for the year.
- Types and tonnages of waste that were not directly disposed of into the landfill such as open burned, recycled, composted, etc.
- Leachate quantities collected, treated and discharged.
- Landfill gas quantities collected, flared and utilized. If applicable, an annual report should be done in the format required by the Landfill Gas Management Regulation and submitted either separately or as a part of the Annual Report.
- Operational plan for the next 12 months.
- Remaining site life and capacity.
- Closure works completed.
- Results of regular inspection for cover integrity, health of vegetation, undesirable plant species, burrowing animals, erosion, settlement, etc.
- Any changes from approved reports, plans and specifications.
- Any complaints received and the action taken as a result of a complaint.
- Financial Security Plan update (if applicable).
- Identification of any non-compliance with the Solid Waste Management Plan, operational certificate or permit, and a proposed action plan and schedule to achieve compliance. The plan should include a monitoring program to measure the performance of the proposed measures in achieving compliance.
- Where applicable, progress report on efforts to resolve previously determined non-compliance conditions.

In addition, landfill owners are encouraged to track and report the following parameters to assess the overall operational efficiency of their landfill:

- Compaction, waste to cover ratio, waste to road ratio and airspace utilization factor.
- Operation and maintenance expenditures.

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By tracking these parameters and comparing results to best practices, the landfill owner or a Qualified Professional can identify areas where operations can be made more efficient, adding to the landfill lifespan, contributing additional revenue, and reducing per-tonne operating costs.

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APPENDIX A

LANDFILL FILLING PLAN

The following provides guidance for the landfill Filling Plan:

Active Landfill Phase Area Size

As landfill gas emissions and leachate production are generally proportional to the active landfill phase area, phased landfill development and progressive closure is encouraged. Based on the incoming annual tonnage, the size of the active phase at a landfill site shall be limited to the following:

<10,000 tonnes/year	1 Ha
10,000 – 20,000 tonnes/year	2 Ha
20,000 – 50,000 tonnes/year	4 Ha
50,000 – 200,000 tonnes/year	6 Ha
200,000 – 500,000 tonnes/year	8 Ha
>500,000 tonnes/year	10 Ha

Cell Volume

The volume of MSW placed in individual cells shall be roughly equivalent to 20 operating days of incoming refuse. Maximum recommended cell sizes are as follows:

<10,000 tonnes/year	1,000 m^3
10,000 – 20,000 tonnes/year	2,000 m^3
20,000 – 50,000 tonnes/year	4,000 m^3
50,000 – 100,000 tonnes/year	6,000 m^3
100,000 – 200,000 tonnes/year	15,000 m^3
200,000 – 500,000 tonnes/year	20,000 m^3
>500,000 tonnes/year	40,000 m^3

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First Lift

The first lift of waste is to be placed on top of the leachate collection system in a 1.5- to 2.0-m lift. The first lift is to consist of MSW containing a minimal amount of fines or soil in order to provide a relatively high permeability waste layer directly over the leachate collection system. The first lift of waste is to be free of large pieces of wood, metal, or other debris that could cause damage of the leachate collection system or liner components if placed directly on the prepared base. No cover soil is to be placed within the first 1.5- to 2.0-m lift of waste. Following placement of the first lift of waste in the new cell, the waste is to be covered with a 150-mm layer of daily cover soil. Waste compaction equipment shall not operate on the first lift of waste.

Lift Height

The height of individual lifts dictates the size of the active face and operational cover requirements. Small landfills operate more efficiently on small lifts (e.g., 1.5 m) while large tonnage landfills operate most efficiently on lifts as high as 5.0 m. The following lift height guidance is provided to achieve efficient landfill operations:

<10,000 tonnes/year	1.5 m
10,000 – 20,000 tonnes/year	2.0 m
20,000 – 50,000 tonnes/year	2.5 m
50,000 – 100,000 tonnes/year	3.0 m
100,000 – 200,000 tonnes/year	4.0 m
200,000 – 500,000 tonnes/year	4.5 m
>500,000 tonnes/year	5.0 m

Active Face Area

The goal of efficient landfill operations is to minimize the active face while providing sufficient area to unload incoming loads safely and to efficiently spread refuse on the active face as it comes in. Excessively large active face dimensions generally result in problems with litter, vectors, and odours. They also consume more operational cover than necessary. The following maximum active face area dimensions are recommended to achieve efficient landfill operations:

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	Lift Height m	*Slope Distance m*	*Face Width m*	*Area m^2*
<10,000 tonnes/year	1.5	9.1	10	91
10,000 – 20,000 tonnes/year	2	12.2	12	146
20,000 – 50,000 tonnes/year	2.5	15.2	16	243
50,000 – 100,000 tonnes/year	3	18.2	20	365
100,000 – 200,000 tonnes/year	4	24.3	24	584
200,000 – 500,000 tonnes/year	4.5	27.4	25	684
>500,000 tonnes/year	5	30.4	50	1,520

Note: Landfills that do not operate a residential drop-off facility for small vehicles may require a larger active face than indicated in the table above.

Compaction Density

Compaction of solid waste is an effective way to maximize the use of available capacity. Waste should be placed at the base of the active disposal face and should be pushed up the disposal face to maximize compacted density. Push down operations may also be needed depending on the site operating details. Based on current best practice the following ranges of compaction densities are recommended as achievable goals:

<10,000 tonnes/year	0.65 tonnes/m^3
10,000 – 50,000 tonnes/year	0.75 tonnes/m^3
50,000 – 200,000 tonnes/year	0.80 tonnes/m^3
200,000 – 500,000 tonnes/year	0.85 tonnes/m^3
>500,000 tonnes/year	0.95 tonnes/m^3

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APPENDIX B

CONTAMINATED SOIL RELOCATION

The following legislation and regulations include provisions which address the relocation and deposition of contaminated soil:

1. The *Environmental Management Act* (EMA)
2. The Contaminated Sites Regulation (CSR)
3. The Hazardous Waste Regulation (HWR)

Contaminated soil may be deposited at a landfill site under the following conditions:

A. If the authorization (e.g. SWMP and associated OC, or permit) expressly allows the deposit of contaminated soil, contaminated soil that is not hazardous waste can be deposited at a landfill without a Contaminated Soil Relocation Agreement pursuant to Section 55.5 of the *Environmental Management Act* (EMA). The authorization holder must comply with the authorization including ensuring that the concentration of any substance in the contaminated soil is not greater than or equal to the soil standards expressly allowed in the authorization (permit, SWMP, OC).
B. If the authorization (e.g. SWMP and associated OC, or permit) does not expressly allow the deposit of contaminated soil and the deposit of contaminated soil is not contrary to the authorization, contaminated soil that is not a hazardous waste can be deposited at a landfill without a Contaminated Soil Relocation Agreement pursuant to section 42 of the CSR. The landfill owner must file a written statement with the director indicating the intended future use of the site and ensure the concentration of any substance in the contaminated soil is not greater than or equal to the soil standards for the intended future use.

If condition A or B is not satisfied, contaminated soil that is not a hazardous waste can be deposited at a landfill in accordance with a Contaminated Soil Relocation Agreement pursuant to section 55 of EMA and Part 8 of the CSR.

C. If contaminated soil is hazardous waste "hydrocarbon contaminated soil", it may be approved for treatment, storage or disposal at/in a landfill facility pursuant to section 41.1 of the HWR including the requirements specified by the director.

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Deposit of contaminated soil in the landfill may be approved for mono-filling, co-disposal with other wastes, or use as daily or intermediate cover. Contaminated soil must not be used as final cover unless the concentration of any substance in the contaminated soil is not greater than or equal to the CSR soil standards for the intended future end use specified in the Closure Plan.

Additional information on relocation of contaminated soil may be found at:
http://www.env.gov.bc.ca/epd/remediation/soil-relocation/index.htm

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APPENDIX C

OPEN BURNING

As stated in Section 6.6 of the "Criteria", open burning of wastes at the landfill site is generally prohibited. However, open burning of clean wood may be approved in the SWMP, OC or permit if it can be demonstrated that there is no viable alternative such as reuse, recycling, energy recovery, or composting. A technical assessment report satisfactory to the director shall be submitted and the open burning shall be approved in the SWMP, OC or permit. Approval must also be obtained from any other applicable fire protection authorities.

If open burning of clean wood is approved in the SWMP, OC or permit, this Appendix provides some general guidelines to be considered.

Open Burning Guidelines:

- Relevant requirements of the Open Burning Smoke Control Regulation are applicable. Notification of the regional MOE office is required, at least 24 hours prior to the open burn event. Additional authorizations for open burning may be required from other government agencies. The open burn process shall satisfy all fire safety and general safety precautions imposed by other agencies.
- The maximum duration of each open burn event shall be limited to the period of dawn to dusk of a single day, after which time the fire shall be extinguished. The wood residue to be burned shall be stacked in piles of a size that may be consumed by the fire in the dawn to dusk time frame.
- Open burning shall not be initiated unless the ventilation index is forecasted as "good" for the day of the planned open burn. The Venting Index may be obtained from the MOE's information line at 1-888-281-2992 or on the Internet at: http://www.env.gov.bc.ca/epd/epdpa/venting/venting.html.
- Only clean wood shall be burned as per definition in Section 1.
- The clean wood to be burned shall be segregated from other waste and sorted to ensure that there are no unacceptable materials in the burn pile(s). Unacceptable materials are any materials other than clean wood.
- The clean wood shall be piled in a manner that will promote rapid and hot combustion.
- The operator shall ensure that the open burn is supervised throughout the duration of the burn. Suitable devices shall be available for extinguishing

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fires to prevent them from spreading to surrounding areas and to extinguish the fire at dusk of the burn day. A fireguard shall be cleared and maintained free of combustible materials.

- The fire shall be started using an accelerant applied about the perimeter of the burn to encourage rapid ignition and reduce smoke generation at the onset of burning. The operator shall promote efficient combustion in the pile by turning it over as the fire diminishes and the pile starts to smoulder. An excavator with a thumb is recommended for active management of the burn pile.
- If smoke is excessive, or for any other reason, the director may order the operator to immediately extinguish the burn.
- Additional requirements may be imposed by the director based on site specific circumstances and/or on the performance of open burn events. The director may rescind the authorization if warranted by the circumstances.

The operator shall within 30 days of completion of the open burn event submit a report to the director with the following information:

- Weather conditions, including venting index, prevailing wind direction and estimated wind speed.
- Time of ignition (start of burn period).
- Time of completion (or extinguishment) of burn.
- Quantity of material open burned.
- A representative photo record of the open burn including photos of the pile prior to ignition and photos of the burn event at a frequency of at least one photo per hour till completion of the burn.
- Any complaints received and how they were addressed.

The Fire Safety Plan shall provide the site specific conditions and controls for the burning of clean wood if approved.

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SCHEDULE H: WASTE FILL PLANS

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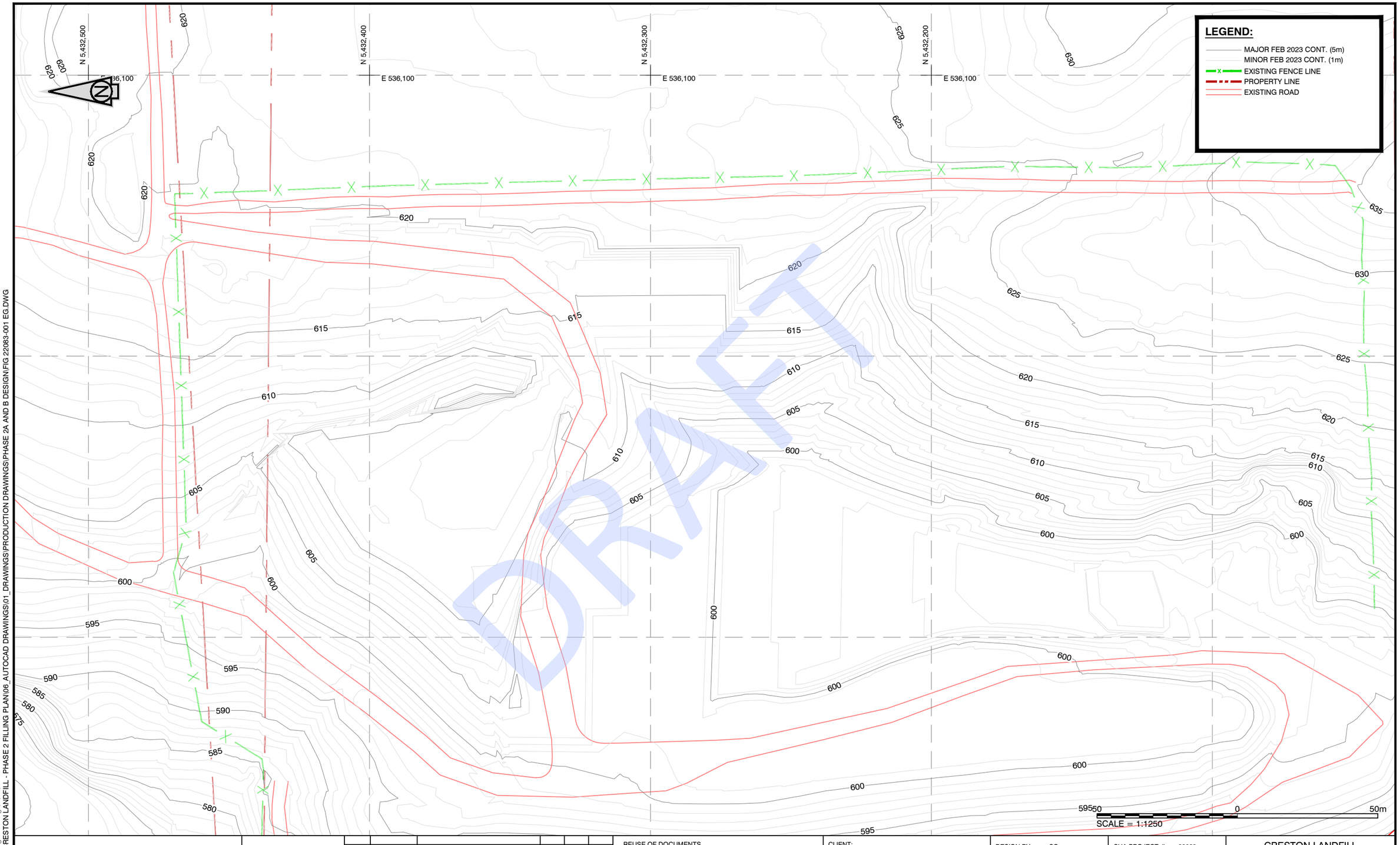

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CRESTON LANDFILL
PHASE 2 FILLING PLAN

FEB 2023 EXISTING TOPOGRAPHY AND SITE FEATURES

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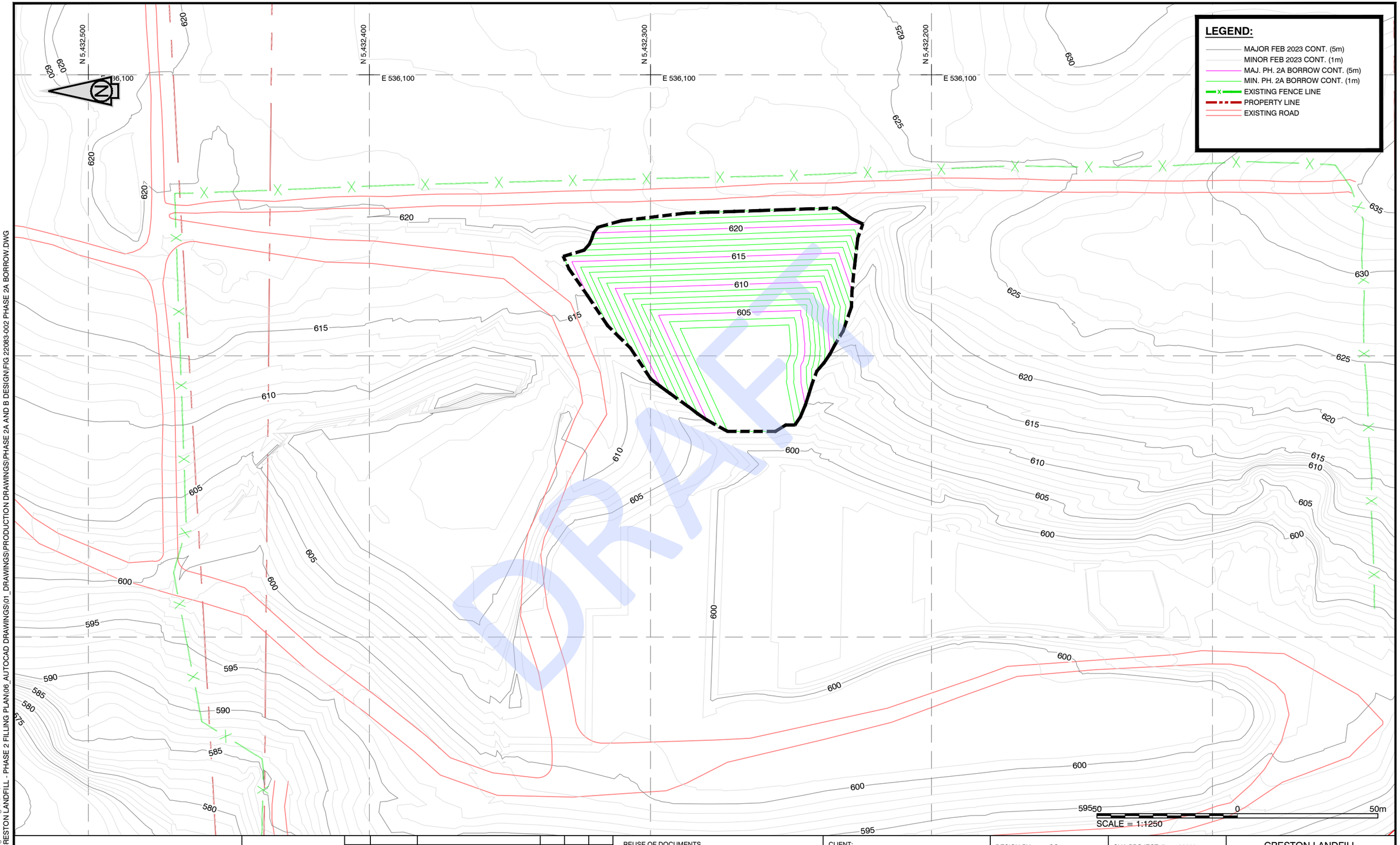

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CRESTON LANDFILL PHASE 2 FILLING PLAN

PH. 2A BORROW DESIGN CONTOUR

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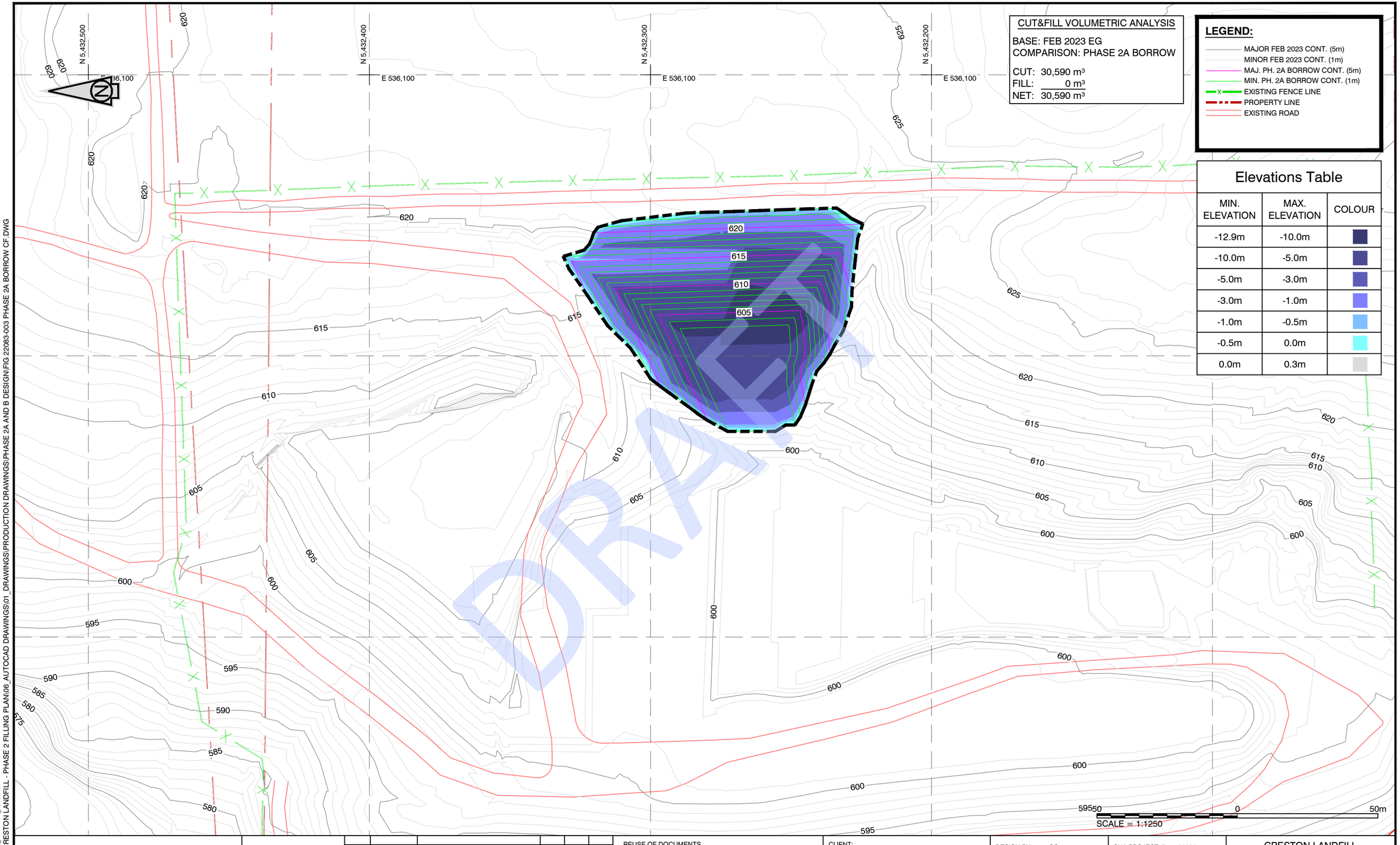

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CRESTON LANDFILL
PHASE 2 FILLING PLAN
CUT/FILL PH. 2A BORROW VS FEB 2023 EG

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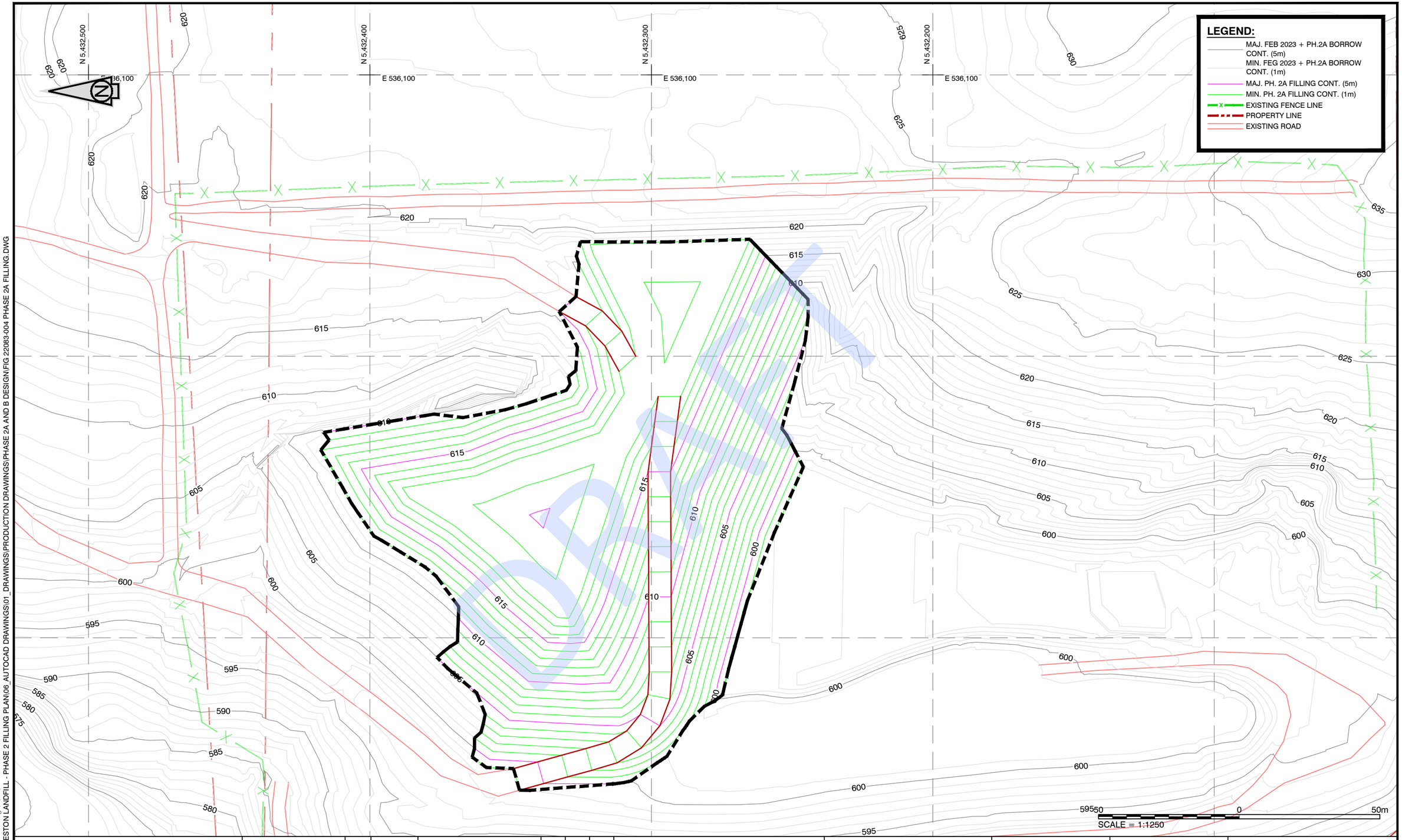

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PHASE 2 FILLING PLAN

PH.2A FILLING DESIGN CONTOUR

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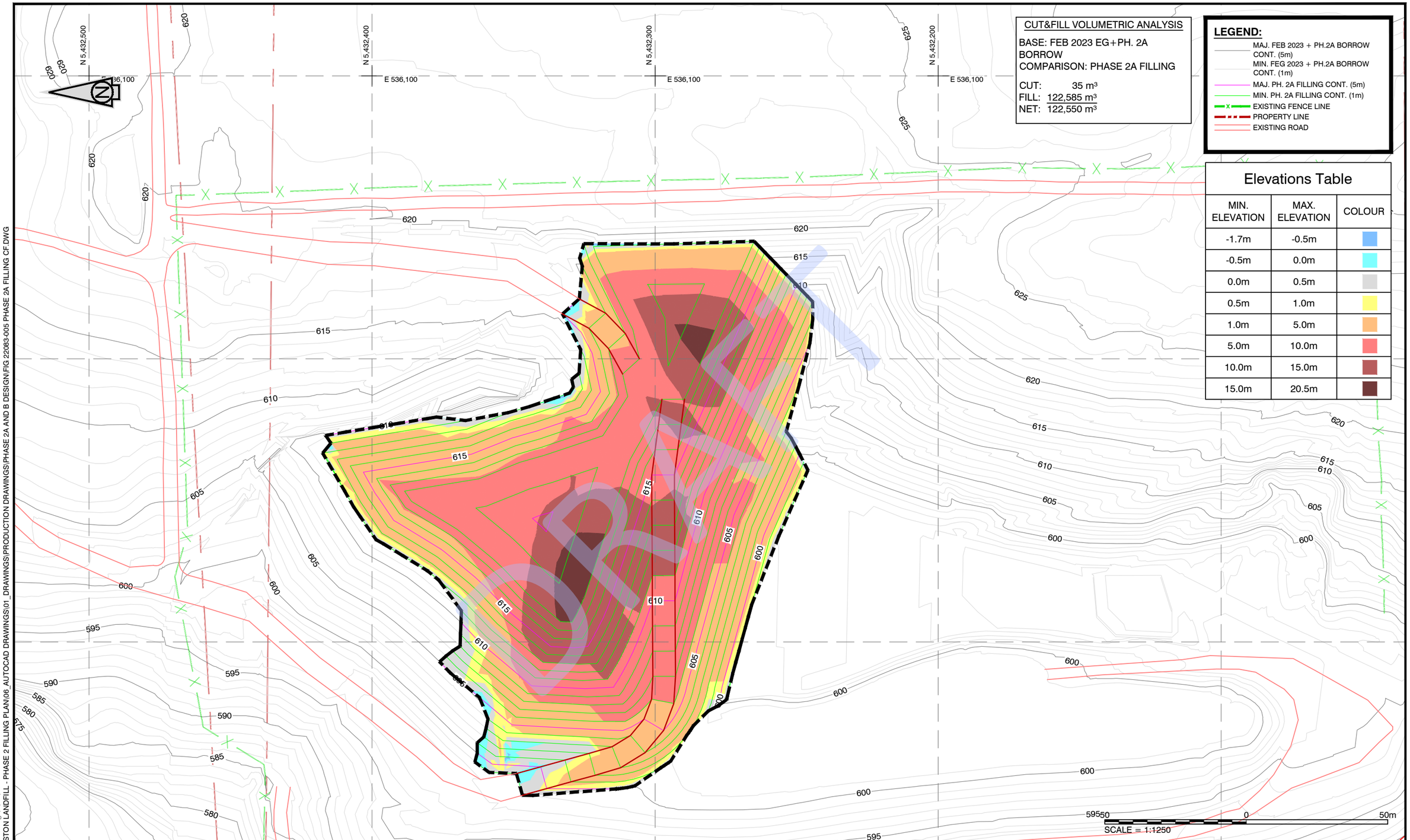

CUT&FILL VOLUMETRIC ANALYSIS

BASE: FEB 2023 EG+PH. 2A BORROW
COMPARISON: PHASE 2A FILLING

CUT: 35 m³
FILL: 122,585 m³
NET: 122,550 m³

LEGEND:

- MAJ. FEB 2023 + PH.2A BORROW CONT. (5m)
- MIN. FEG 2023 + PH.2A BORROW CONT. (1m)
- MAJ. PH. 2A FILLING CONT. (5m)
- MIN. PH. 2A FILLING CONT. (1m)
- EXISTING FENCE LINE
- PROPERTY LINE
- EXISTING ROAD

Elevations Table

MIN. ELEVATION	MAX. ELEVATION	COLOUR
-1.7m	-0.5m	
-0.5m	0.0m	
0.0m	0.5m	
0.5m	1.0m	
1.0m	5.0m	
5.0m	10.0m	
10.0m	15.0m	
15.0m	20.5m	

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PH. 2A FILLING CAPACITY

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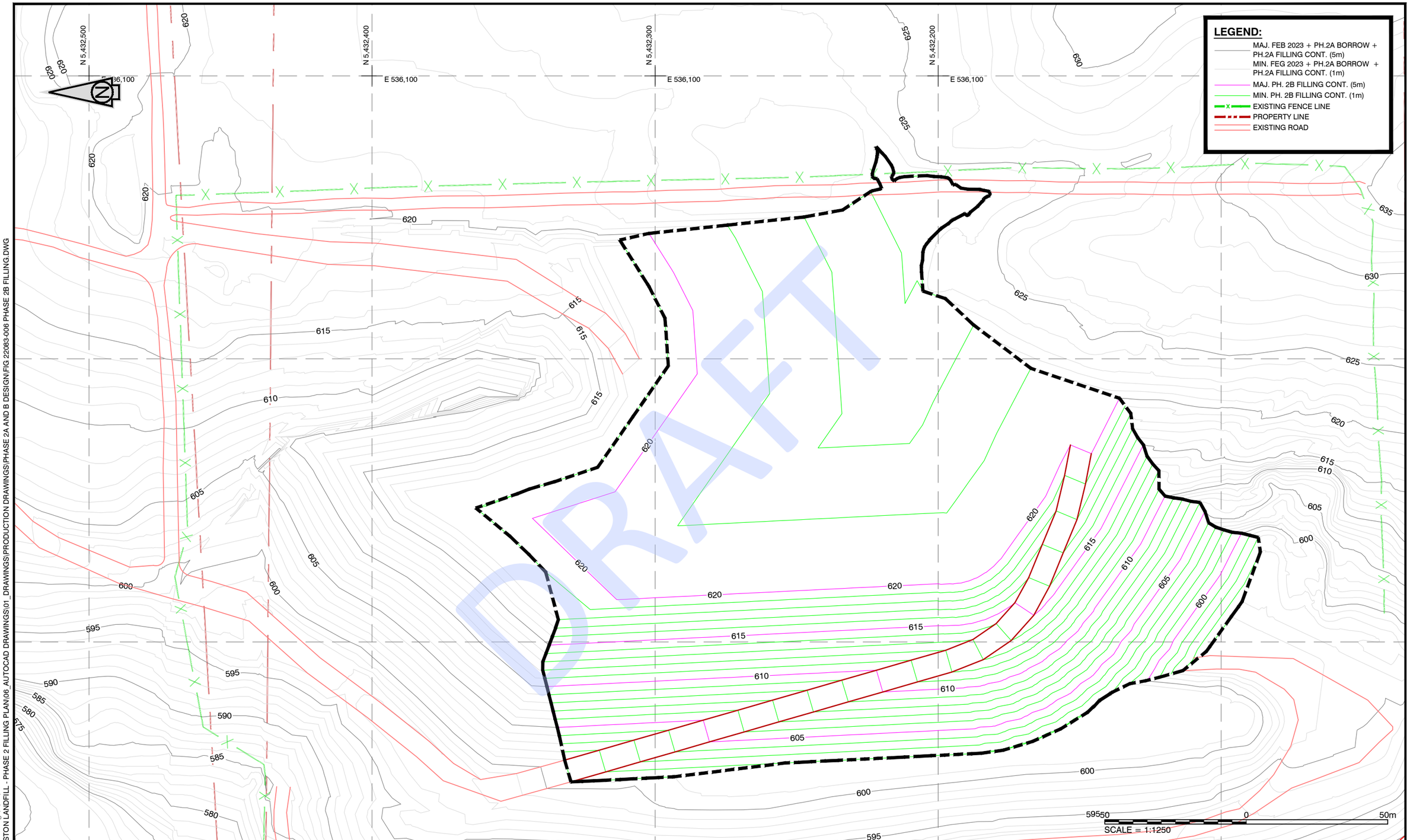

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PHASE 2 FILLING PLAN

PH.2B FILLING DESIGN AND FINAL CONTOUR

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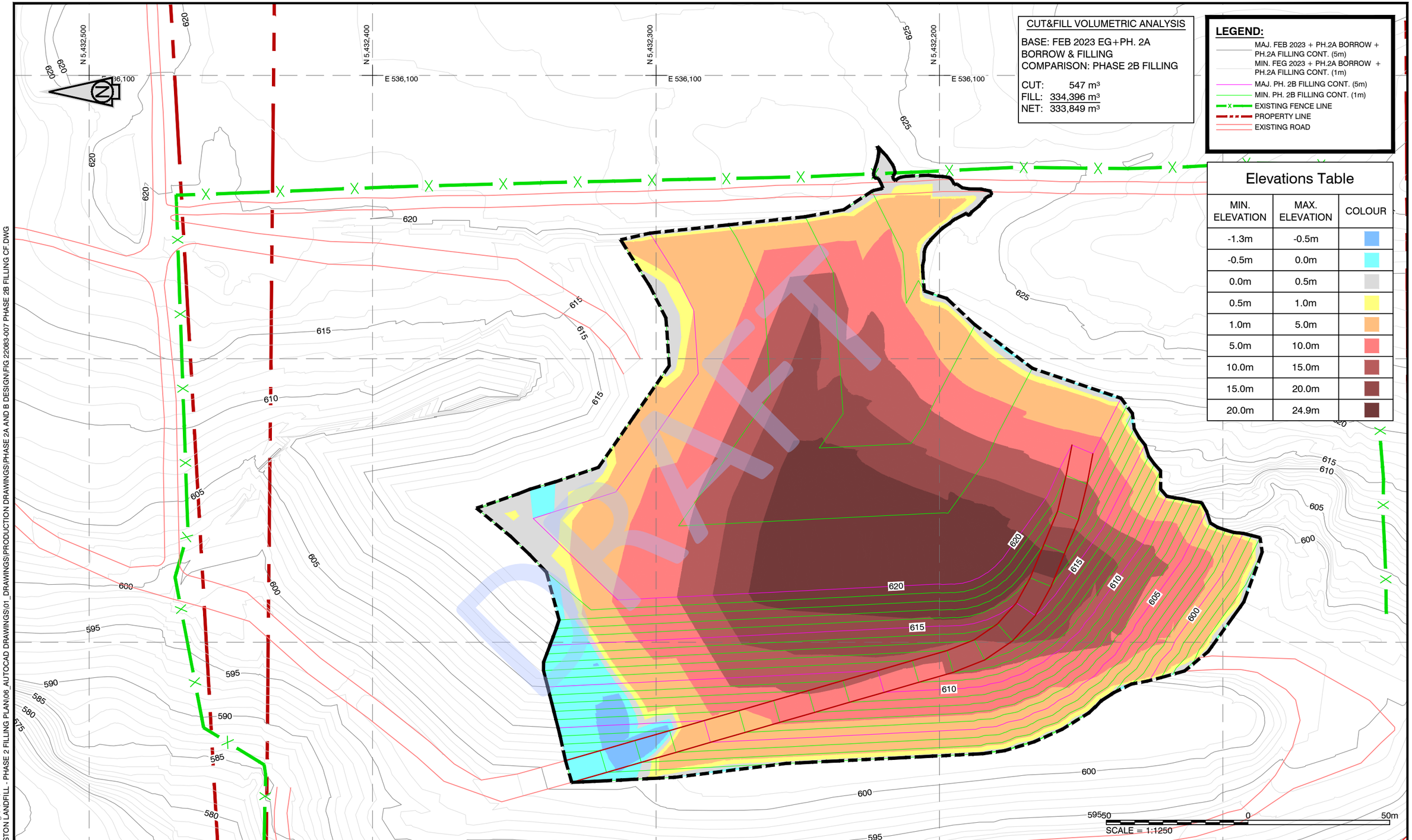

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CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH.2B FILLING CAPACITY

DRAWING NO:	REV	SHEET
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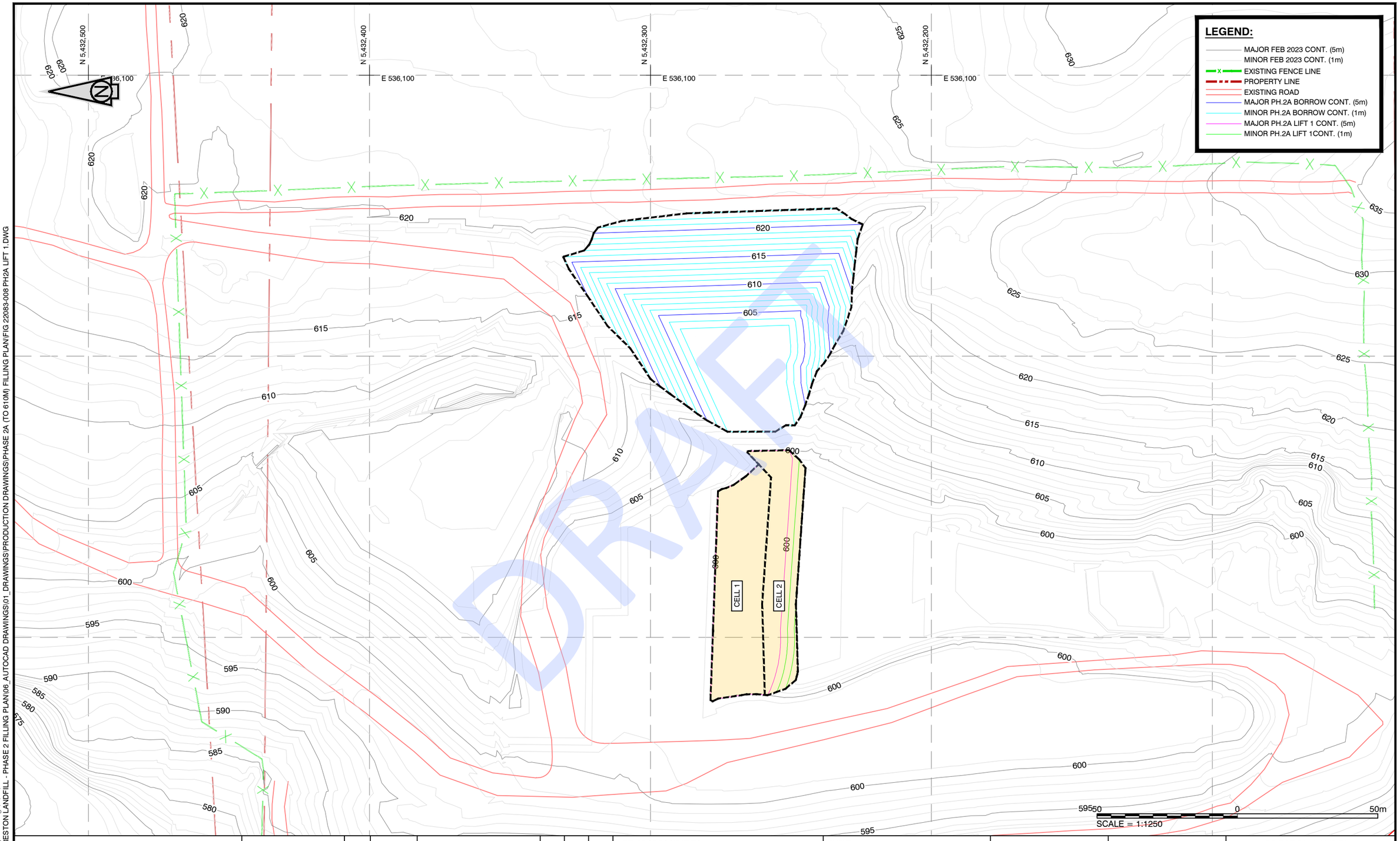

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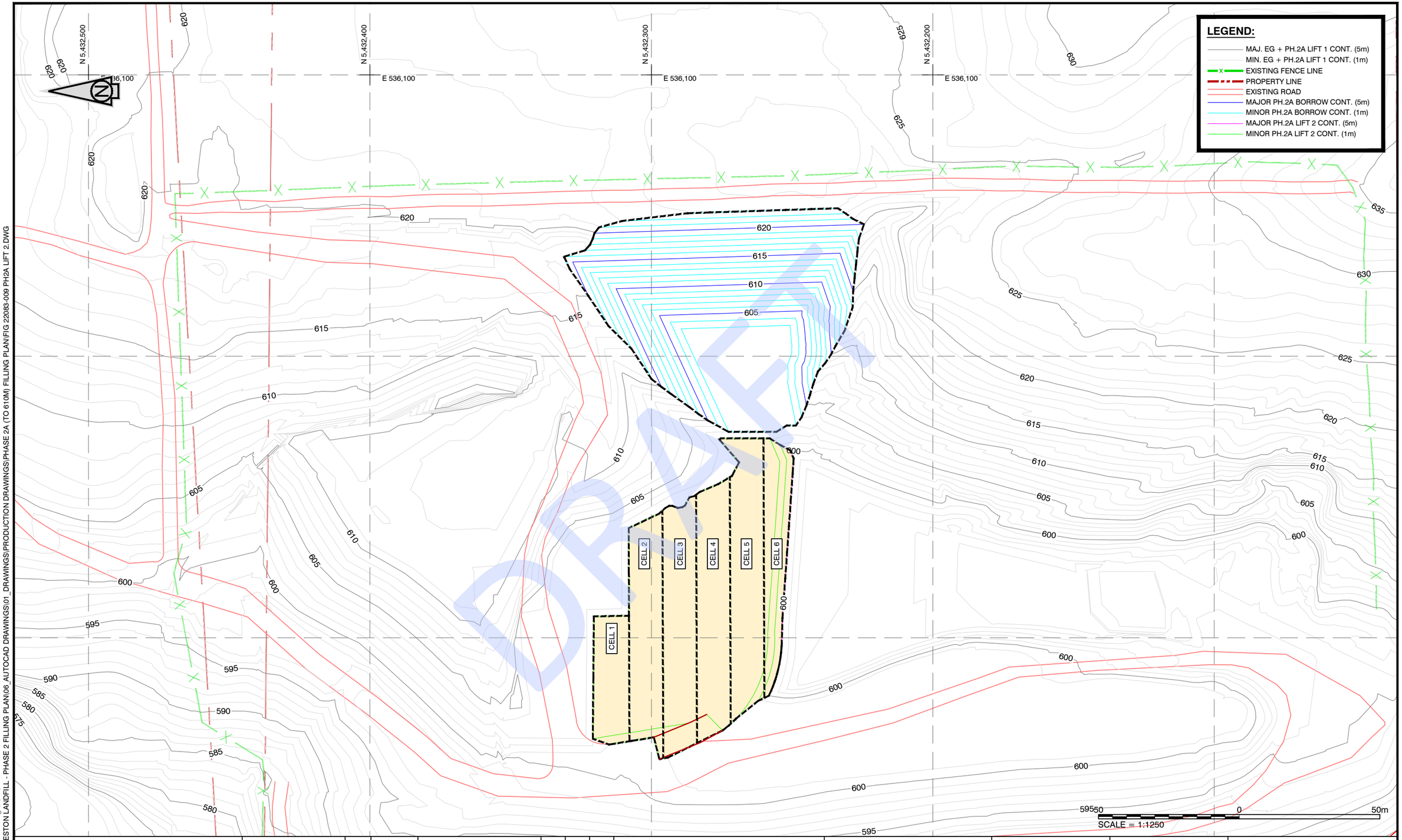
ADJUST SCALE 50% FOR 34"x22" SHEET

CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH. 2A BORROW AND PH.2A LIFT 1

DRAWING NO:	REV	SHEET
22083-008	--	008



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CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH. 2A BORROW AND PH.2A LIFT 2

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22083-009	--	009



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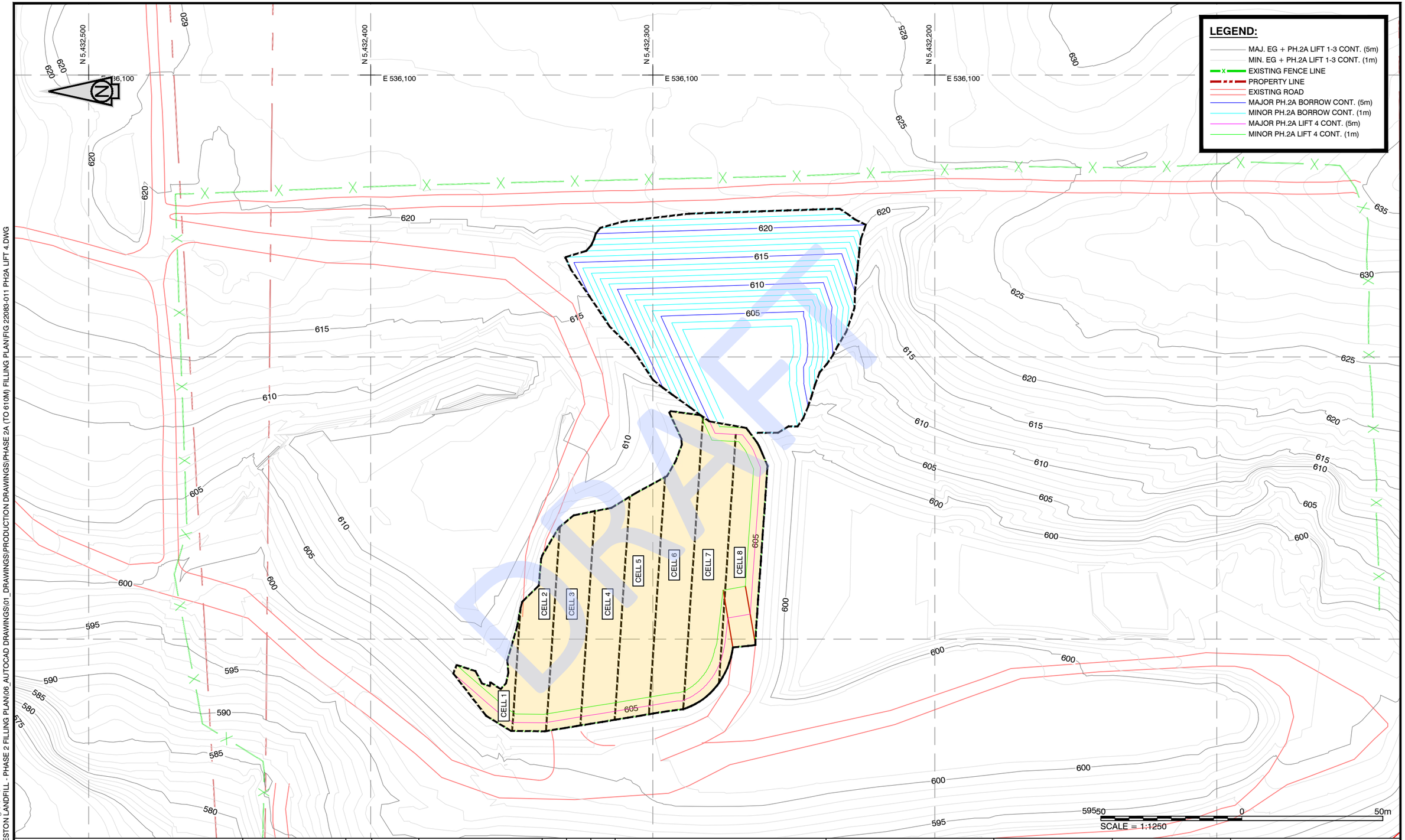
ADJUST SCALE 50% FOR 34"x22" SHEET

CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH. 2A BORROW AND PH.2A LIFT 3

DRAWING NO:	REV	SHEET
22083-010	--	010



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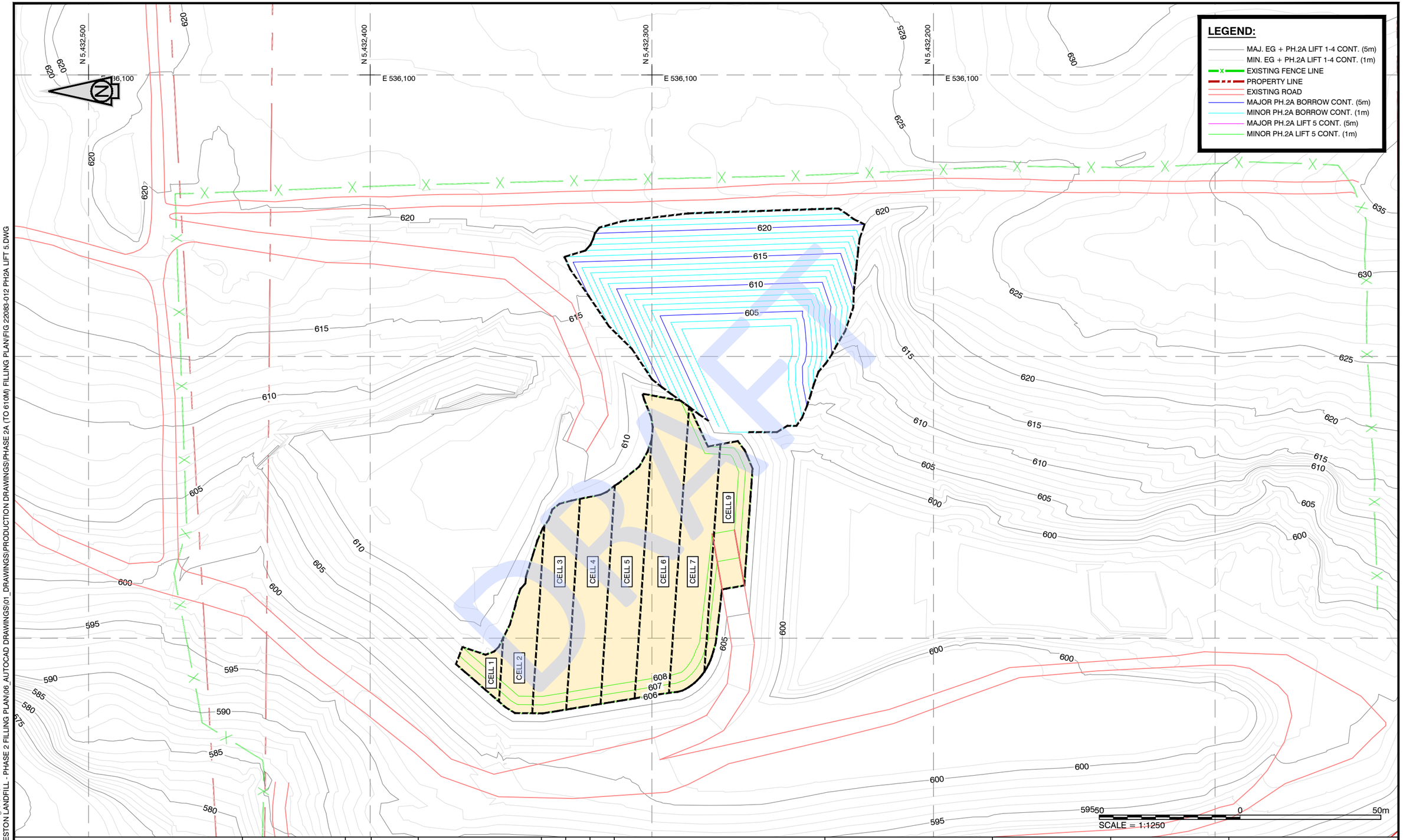
CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH. 2A BORROW AND PH.2A LIFT 4

DRAWING NO:	REV	SHEET
22083-011	--	011



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CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH. 2A BORROW AND PH.2A LIFT 5

DRAWING NO:	REV	SHEET
22083-012	--	012



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CRESTON LANDFILL
PHASE 2 FILLING PLAN

PH. 2A BORROW AND PH.2A LIFT 6

DRAWING NO:	REV	SHEET
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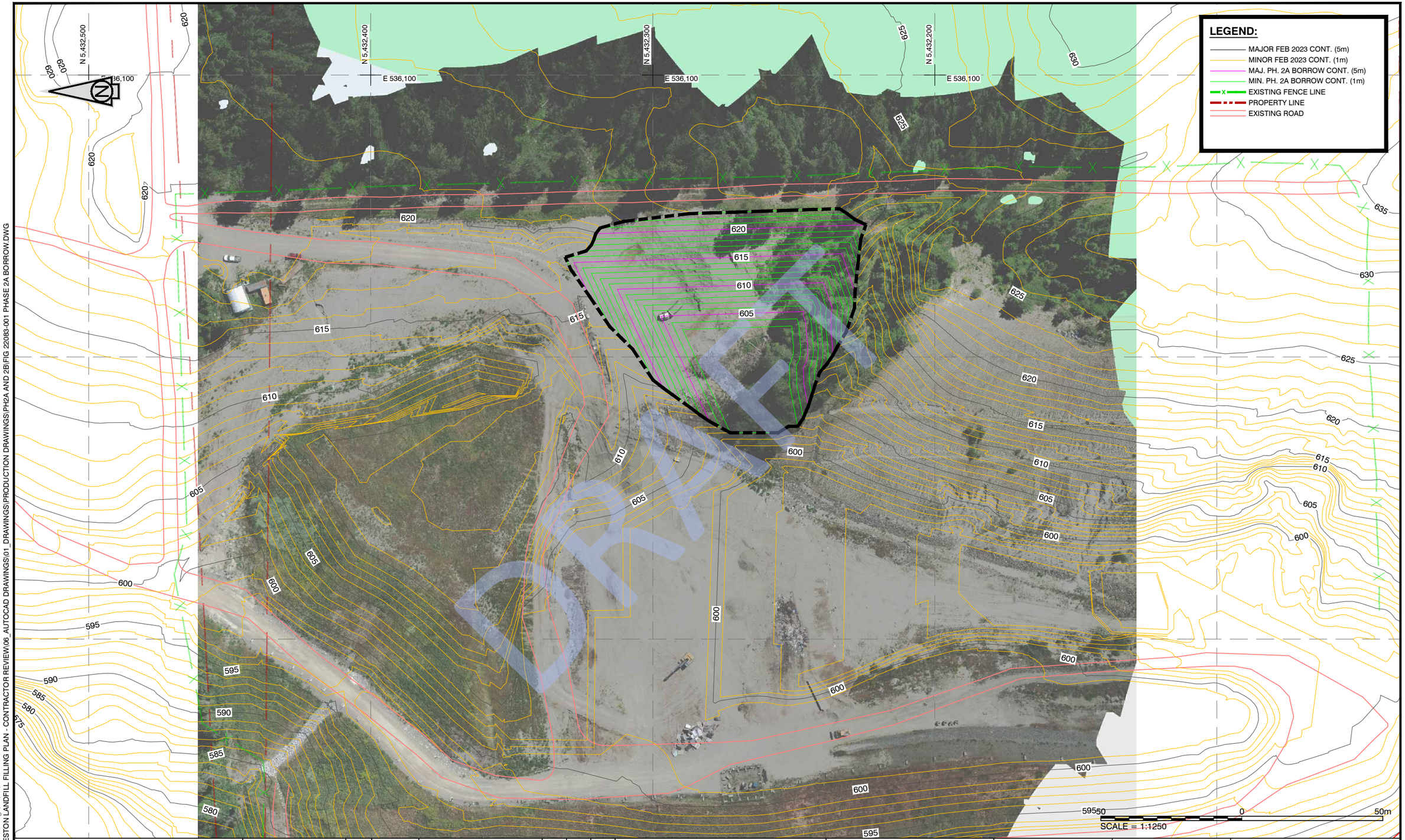

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CRESTON LANDFILL PHASE 2 FILLING PLAN

PH. 2A BORROW DESIGN CONTOUR

DRAWING NO:	REV	SHEET
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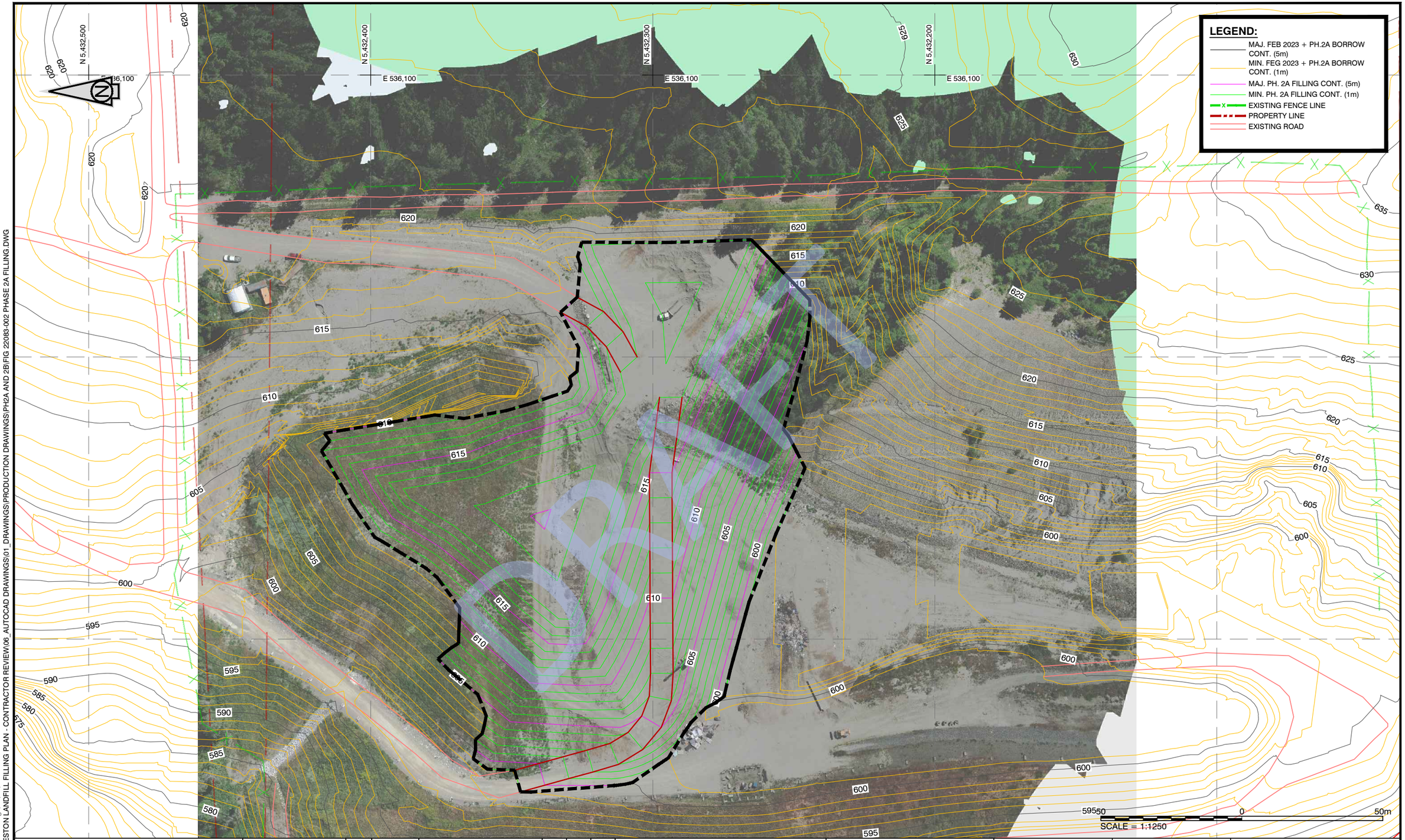

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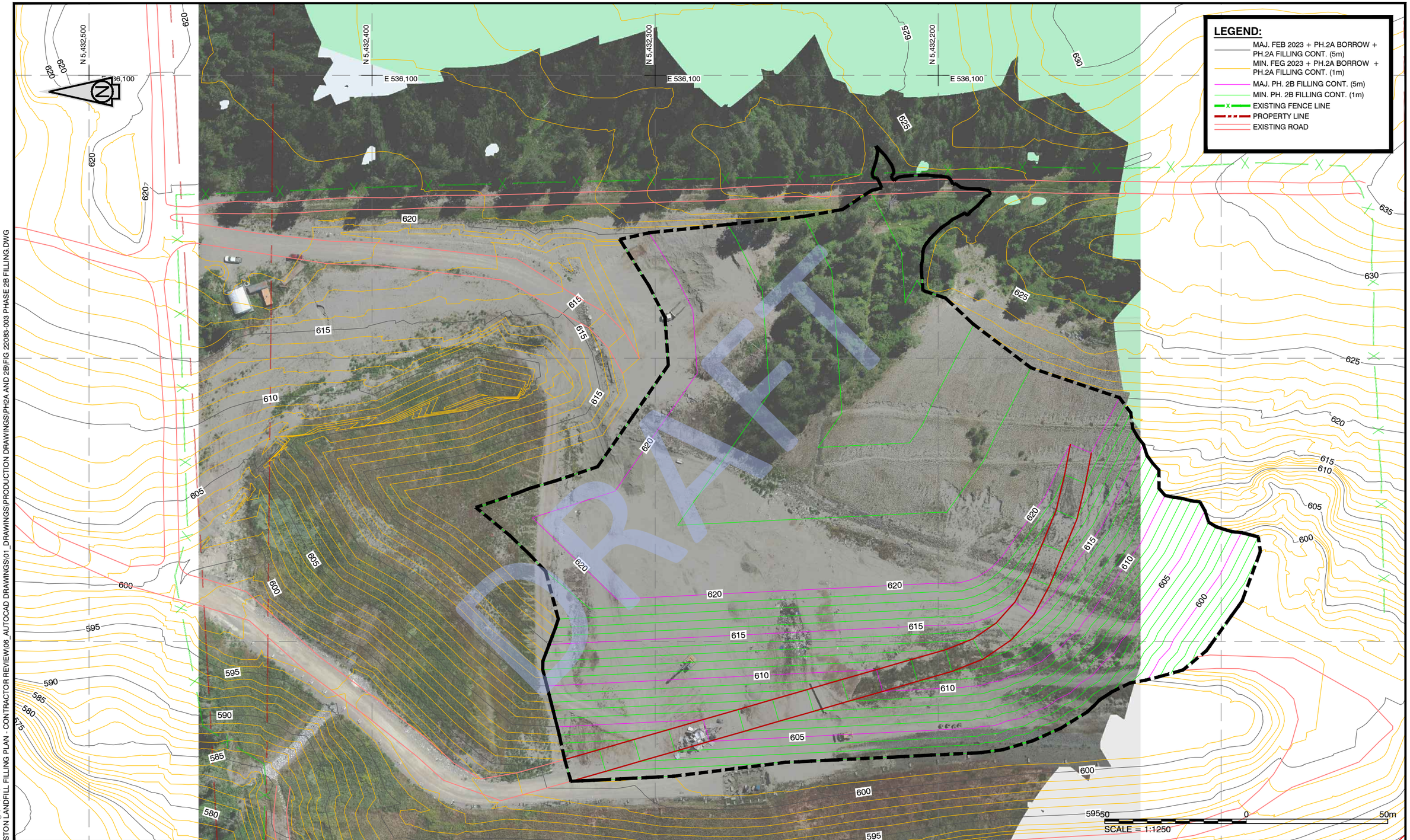
ADJUST SCALE 50% FOR 34"x22" SHEET

CRESTON LANDFILL PHASE 2 FILLING PLAN

PH.2A FILLING DESIGN CONTOUR

DRAWING NO:	REV	SHEET
24084-002	--	002



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CRESTON LANDFILL PHASE 2 FILLING PLAN

PH.2B FILLING DESIGN AND FINAL CONTOUR

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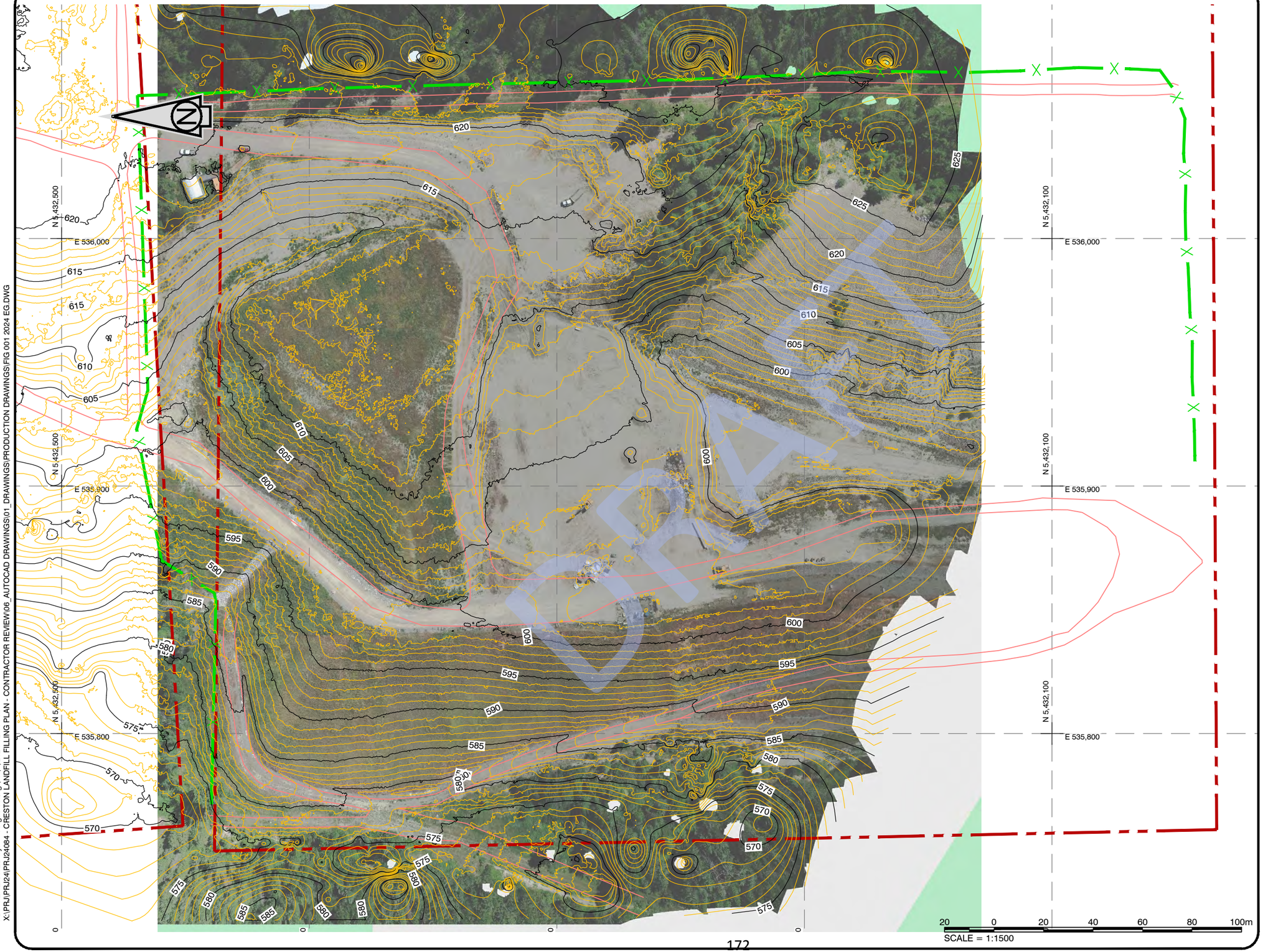

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LEGEND:

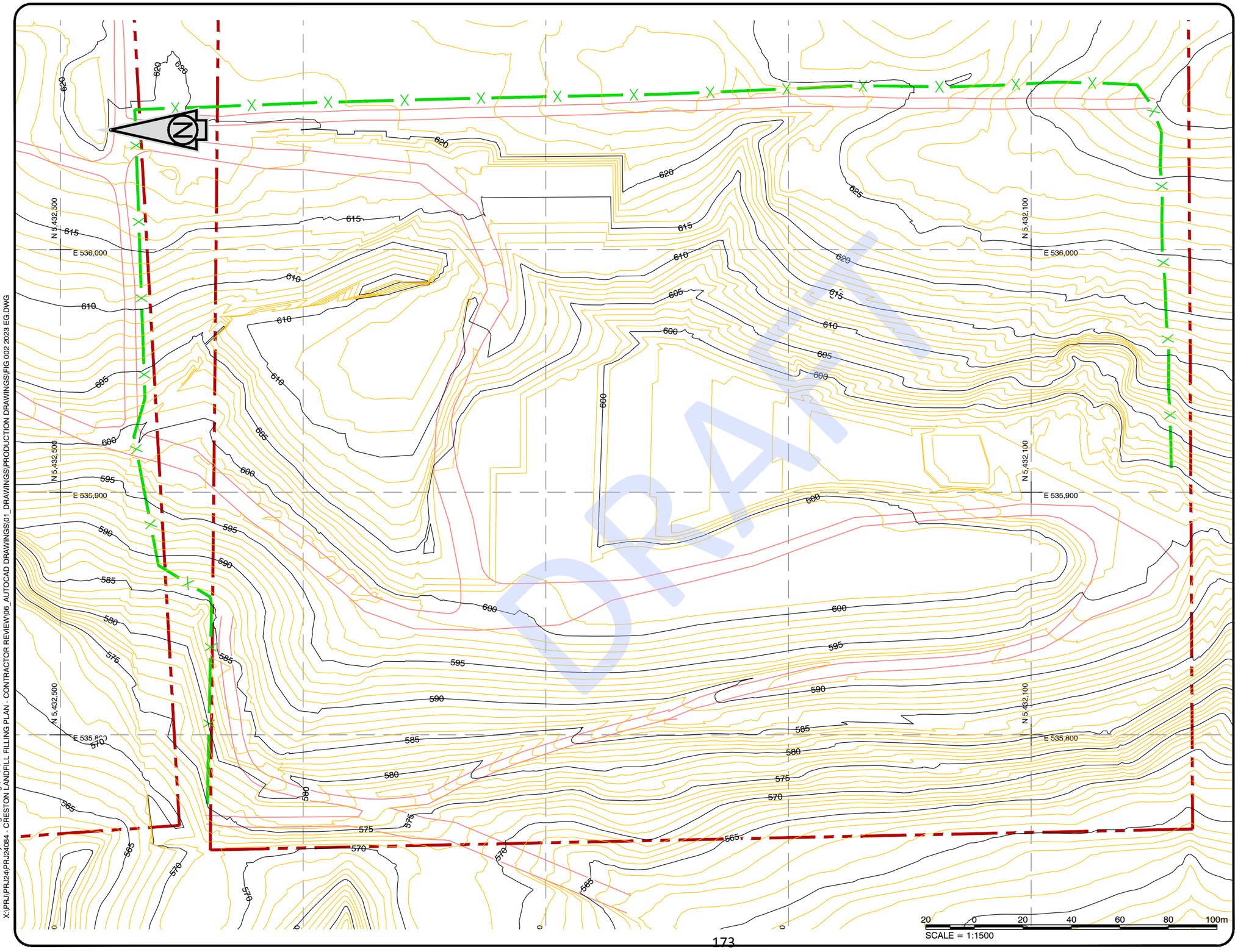
- MAJOR 2024 EG CONTOUR (5m)
- MINOR 2024 EG CONTOUR (1m)
- EXISTING ROAD
- EXISTING FENCE
- PROPERTY LINE

CLIENT:
REGIONAL DISTRICK
OF CENTRAL KOOTENAY

PROJECT:
CRESTON LANDFILL FILLING PLAN

TITLE:
EXISTING TOPOGRAPHY 2024

SCALE:	DATE:	PROJECT NO:
1:1500	2024/09/17 yyyy/mm/dd	PRJ 24084
DESIGNED	--	DRAWING NO:
DRAWN	AT	**FIGURE 001**
CHECKED	SG	



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LEGEND:

- MAJOR 2023 EG CONTOUR (5m)
- MINOR 2023 EG CONTOUR (1m)
- EXISTING ROAD
- EXISTING FENCE
- PROPERTY LINE

CLIENT:
REGIONAL DISTRICK
OF CENTRAL KOOTENAY

PROJECT:
CRESTON LANDFILL FILLING PLAN

TITLE:
EXISTING TOPOGRAPHY 2023

SCALE:	DATE:	PROJECT NO:
1:1500	2024/09/17 yyyy/mm/dd	PRJ 24084
DESIGNED	--	DRAWING NO:
DRAWN	AT	**FIGURE 002**
CHECKED	SG	

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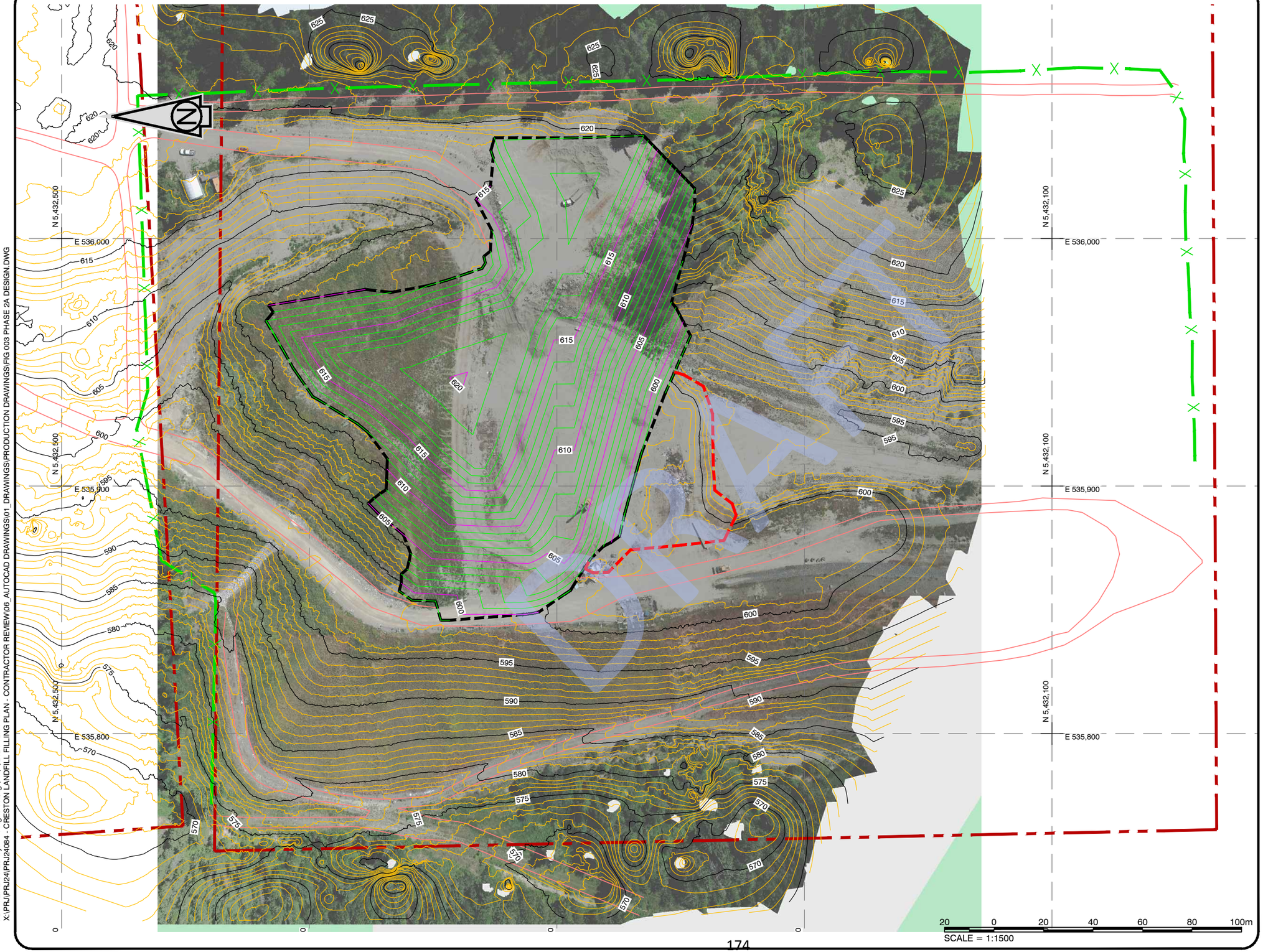

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LEGEND:

- MAJOR 2024 EG CONTOUR (5m)
- MINOR 2024 EG CONTOUR (1m)
- MAJOR PH.2A DES. CONTOUR (5m)
- MINOR PH.2A DES. CONTOUR (1m)
- EXISTING ROAD
- EXISTING FENCE
- PROPERTY LINE
- PHASE 2A DES. FILL BOUNDARY
- OVERFILL AREA BOUNDARY

CUT&FILL VOLUMETRIC ANALYSIS

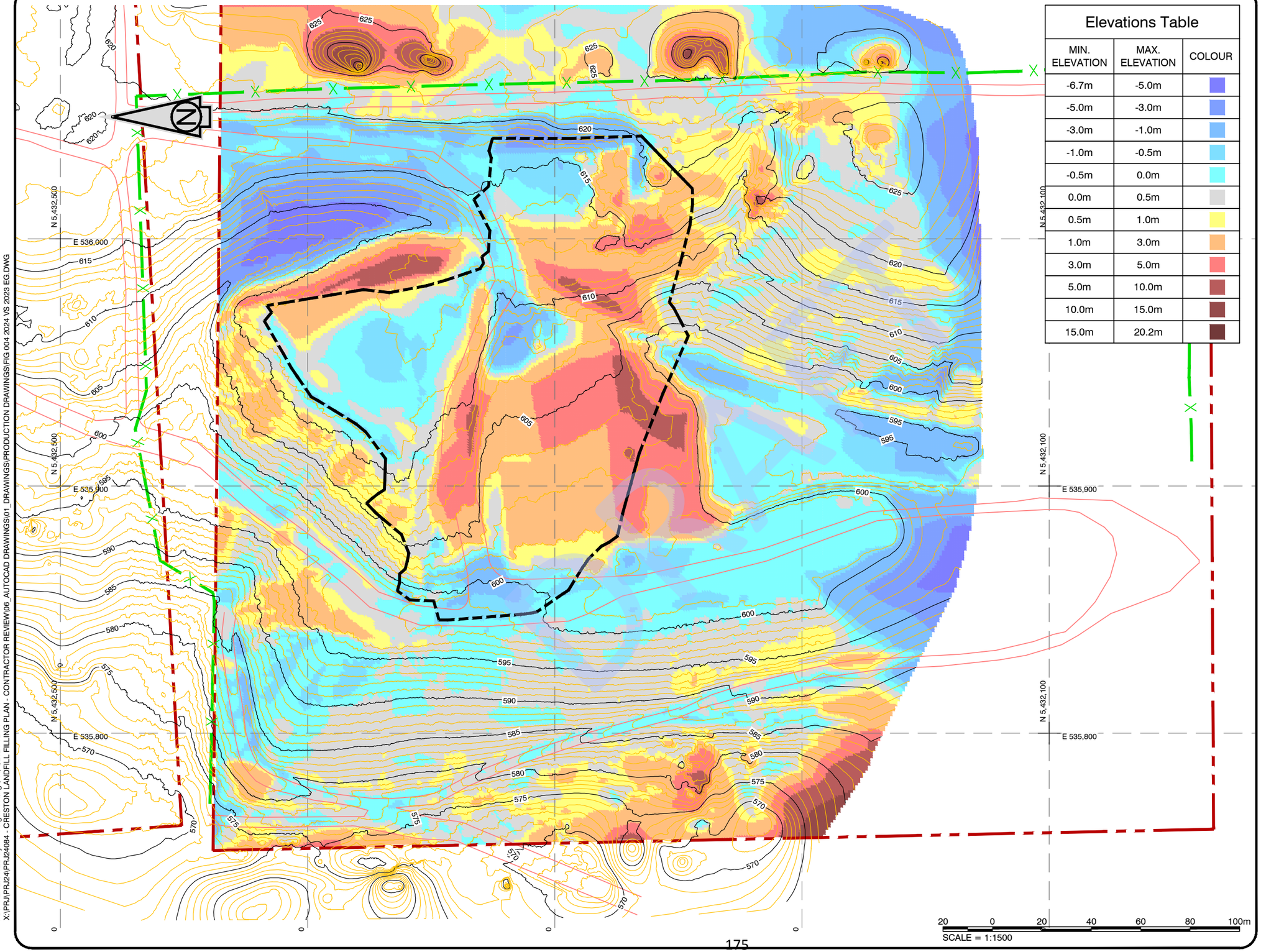
BASE: 2024 EG (-1.356m)
COMPARISON: PH.2A DES + 2023 EG

CLIENT:
REGIONAL DISTRICK OF CENTRAL KOOTENAY

PROJECT:
CRESTON LANDFILL FILLING PLAN

TITLE:
PHASE 2A FILLING DESIGN

SCALE:	DATE:	PROJECT NO:
1:1500	2024/09/17 yyyy/mm/dd	PRJ 24084
DESIGNED	--	DRAWING NO:
DRAWN	AT	**FIGURE 003**
CHECKED	SG	



Elevations Table

MIN. ELEVATION	MAX. ELEVATION	COLOUR
-6.7m	-5.0m	
-5.0m	-3.0m	
-3.0m	-1.0m	
-1.0m	-0.5m	
-0.5m	0.0m	
0.0m	0.5m	
0.5m	1.0m	
1.0m	3.0m	
3.0m	5.0m	
5.0m	10.0m	
10.0m	15.0m	
15.0m	20.2m	

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LEGEND:

- MAJOR 2024 EG CONTOUR (5m)
- MINOR 2024 EG CONTOUR (1m)
- EXISTING ROAD
- EXISTING FENCE
- PROPERTY LINE
- PHASE 2A DES. FILL BOUNDARY

CUT&FILL VOLUMETRIC ANALYSIS

BASE: 2024 EG (-1.356m)
COMPARISON: 2023 EG

CLIENT:
REGIONAL DISTRICK
OF CENTRAL KOOTENAY

PROJECT:
CRESTON LANDFILL FILLING PLAN

TITLE:
CUT-FILL 2024 EG (ADJUSTED) VS 2023 EG

SCALE:	DATE:	PROJECT NO:
1:1500	2024/09/17 yyyy/mm/dd	PRJ 24084
DESIGNED	--	DRAWING NO:
DRAWN	AT	**FIGURE 004**
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Elevations Table

MIN. ELEVATION	MAX. ELEVATION	COLOUR
-20.2m	-15.0m	
-15.0m	-10.0m	
-10.0m	-5.0m	
-5.0m	-3.0m	
-3.0m	-1.0m	
-1.0m	-0.5m	
-0.5m	0.0m	
0.0m	0.5m	
0.5m	1.0m	
1.0m	3.0m	
3.0m	5.0m	
5.0m	10.0m	
10.0m	13.6m	

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LEGEND:

- MAJOR 2024 EG CONTOUR (5m)
- MINOR 2024 EG CONTOUR (1m)
- MAJOR PH.2A DES. CONTOUR (5m)
- MINOR PH.2A DES. CONTOUR (1m)
- EXISTING ROAD
- EXISTING FENCE
- PROPERTY LINE
- PHASE 2A DES. FILL BOUNDARY
- OVERFILL AREA BOUNDARY

CUT&FILL VOLUMETRIC ANALYSIS

BASE: 2024 EG (-1.356m)
COMPARISON: PH.2A DES + 2023 EG

CLIENT:
REGIONAL DISTRICK
OF CENTRAL KOOTENAY

PROJECT:
CRESTON LANDFILL FILLING PLAN

TITLE:
CUT-FILL PH.2A DES VS 2024 EG

SCALE:	DATE:	PROJECT NO:
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DESIGNED	--	DRAWING NO:
DRAWN	AT	**FIGURE 005**
CHECKED	SG	

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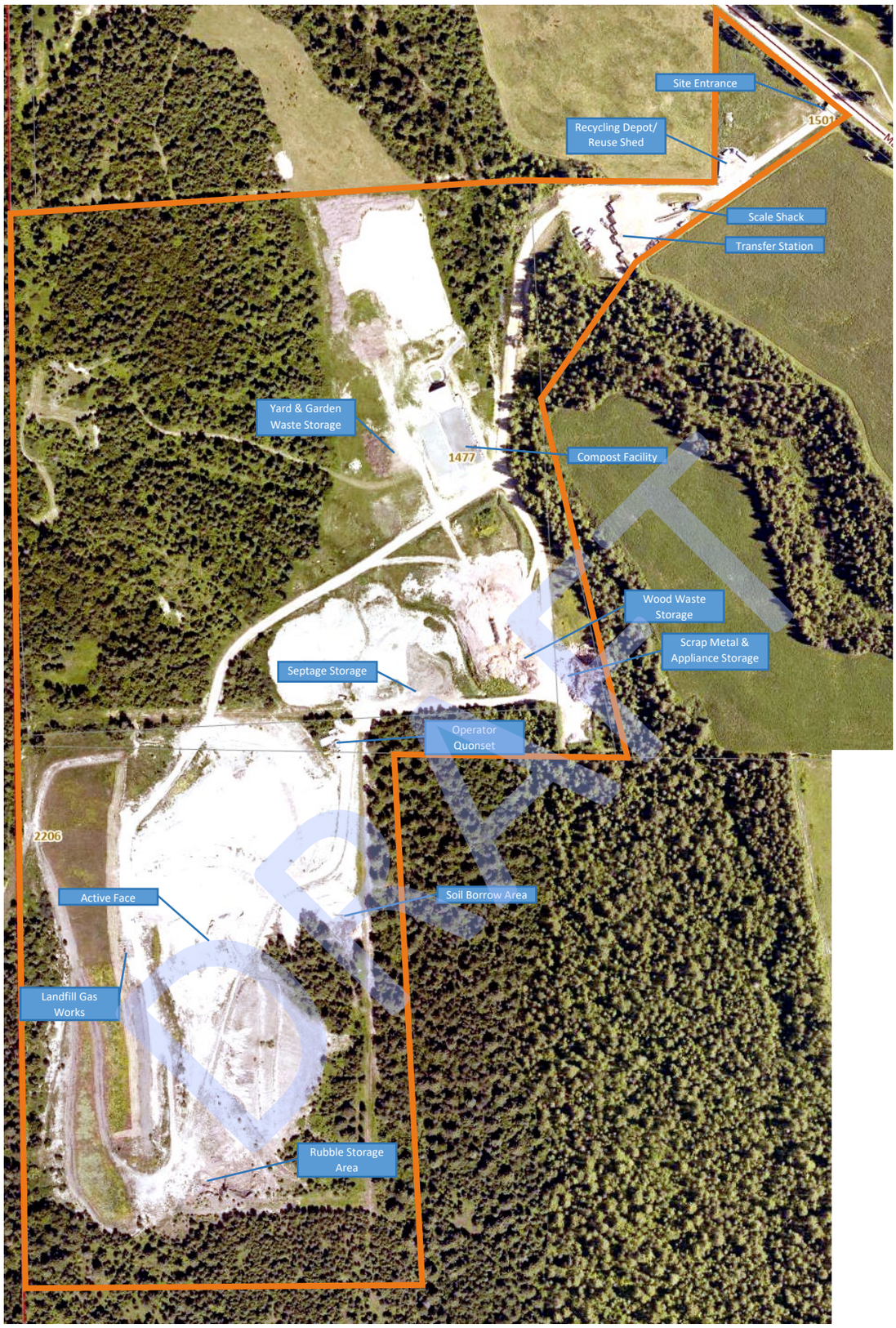
SCHEDULE I: CRESTON LANDFILL SITE MAP

DRAFT

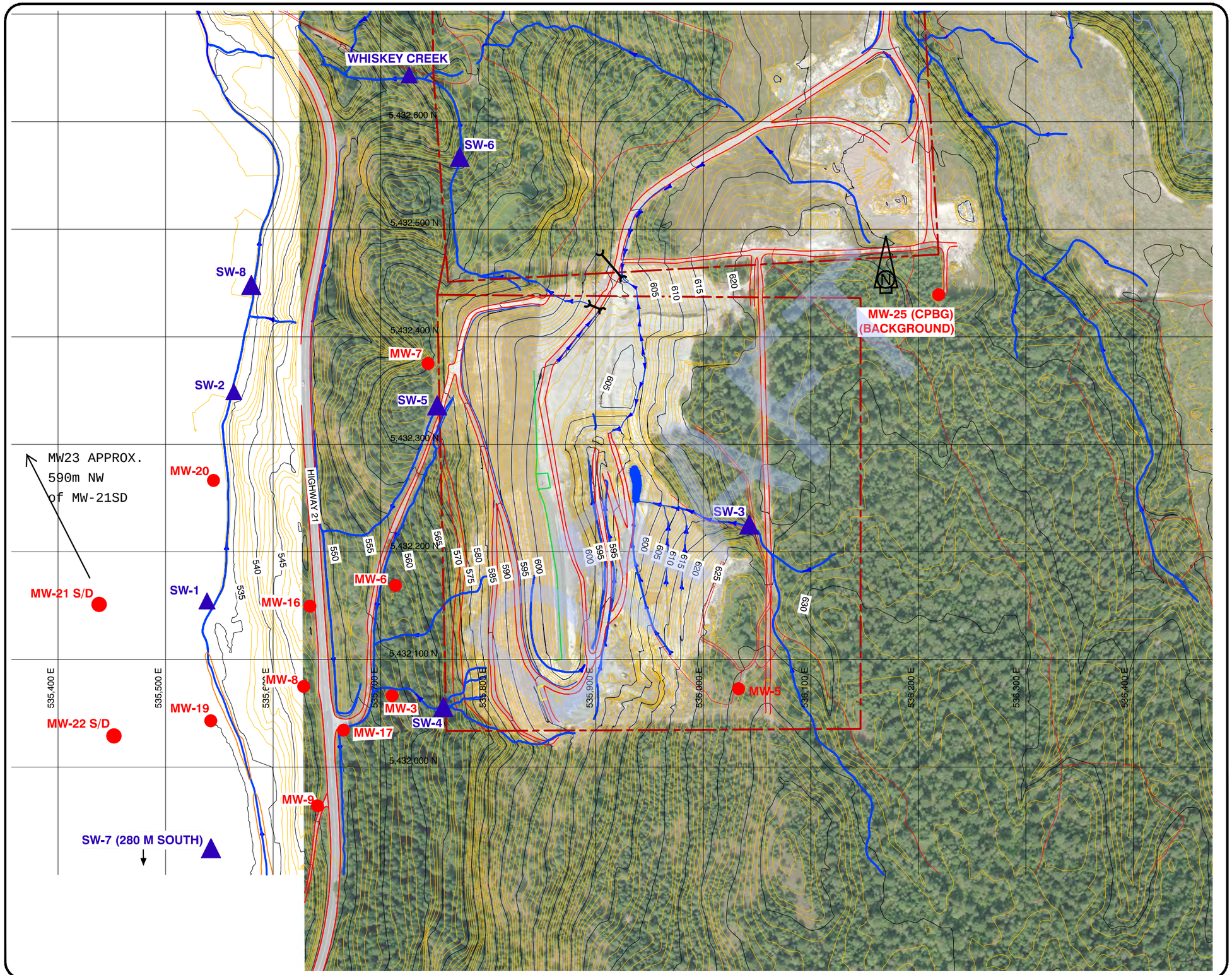
Creston Landfill – General Site Map



SCHEDULE J: MONITORING LOCATIONS MAP

The following Map shows the locations of all on- and off-site monitoring wells and water sampling locations.

DRAFT



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LEGEND:

- 5 m CONTOUR (2013)
- 1 m CONTOUR (2013)
- ROAD
- SURFACE WATER
- PROPERTY LINE
- ABANDONED OR LOST MONITORING WELL
- EXISTING GROUNDWATER MONITORING WELL LOCATION
- EXISTING SURFACE WATER MONITORING LOCATION

CLIENT: REGIONAL DISTRICT OF CENTRAL KOOTENAY

PROJECT:

CRESTON LANDFILL 2015 ANNUAL REPORT

TITLE:

WATER QUALITY MONITORING LOCATIONS 2015

SCALE:	DATE:	PROJECT NO:
1:3,500	2016/05/13 (yyyy/mm/dd)	PRJ16004
DESIGNED	MG	DRAWING NO:
DRAWN	MG	**FIGURE 3-1**
CHECKED	SG/IB	

SCHEDULE K: ANNUAL REFUSE RECORDED AT LANDFILL

DRAFT

WASTE STREAM TONNAGE

2023 Annual Operations and Monitoring Report
Creston Landfill, Creston BC

Waste Characterization	Units	2019	2020	2021	2022	2023
NON-RECYCLABLE WASTE[1]						
Mixed Waste	*tonnes*	5960.9	6911.8	6640.5	6138.7	5948.9
Asbestos	*tonnes*	132.8	55.0	27.8	35.8	215.1
Asphalt/Concrete	*tonnes*	0	0	0	0	0
C&D	*tonnes*	578.2	368.7	619.8	560.0	504.3
Land-Clearing	*tonnes*	18.1	9.8	14.4	27.2	18.5
Noxious Weeds	*tonnes*	0.6	1.0	1.3	1.2	4.2
Rubble	*tonnes*	249.1	101.8	354.6	311.0	53.6
Soil (Direct Deposit)	*tonnes*	0	0	0	0	0
Bulky Waste	*tonnes*	16.5	2.7	4.0	5.4	2.8
Total Waste Landfilled	***tonnes***	**6956.2**	**7450.8**	**7662.3**	**7079.3**	**6747.4**
RECYCLING/DIVERSION[1]						
CFC Appliances (2019 - MARR Program Appliances)	*tonnes*	70.4	290.3	87.0	44.6	46.6
Garden Waste (Residential & Commercial)	*tonnes*	770.5	1076.6	956.0	802.9	443.7
Soils (Cover)	*tonnes*	1.9	3.4	20.9	2860.7	41.7
Metal	*tonnes*	61.1	56.9	65.4	53.7	61.4
Tires	*tonnes*	6.2	3.0	7.8	6.4	10.1
Glass	*tonnes*	70.2	25.9	0	1.8	64.3
Wood	*tonnes*	573.7	582.7	543.2	765.4	673.5
ICI Cardboard[2]	*tonnes*	-	18.1	51.4	45.9	36.3
RecycleBC[2]	*tonnes*	-	272.6	501.0	467.9	336.39
Organic Waste	*tonnes*	-	-	-	152.7	220.9
Total Recycled	***tonnes***	**1,554.0**	**2,329.7**	**2,232.7**	**5,202.0**	**1,934.9**
Total On-Site Waste Material	***tonnes***	**8,510.1**	**9,780.5**	**9,895.0**	**12,281.3**	**8,682.2**

Operational Statistics	Units	2019	2020	2021	2022	2023
Recycling/Diversion Rate	*%*	**18.3**	**23.8**	**22.6**	**42.4**	**22.3**
Total Population Served by Landfill[3]	*persons*	**14266**	**14121**	**14231**	**14360**	**14503**
Average Daily Waste Generated per Person[4]	*kg/person/day*	**1.59**	**1.79**	**1.90**	**2.34**	**1.64**
Average Daily Waste Landfilled per Person[5]	*kg/person/day*	**1.31**	**1.45**	**1.48**	**1.35**	**1.27**
Average Annual Waste Generated per Perso	*kg/person/year*	**581**	**653**	**695**	**855**	**599**
Average Annual Waste Landfilled per Person	*kg/person/year*	**477**	**528**	**538**	**493**	**465**

Notes:

(1) Data acquired from RDCK scale and ticket records for the Creston Landfill

(2) RecycleBC and ICI cardboard collection programs started in mid-2020. Materials collected through these programs do not go to Creston landfill, but data is included for accurate calculation of waste generation and

(3) Population based on estimates and projections from the 2016 and 2021 census data for Creston, the Ktunaxa Reserve, and areas A, B, and C

(4) Total Waste Generated*1000/Total Population Served by Landfill/365 days

(5) Total Waste Landfilled*1000/Total Population Served by Landfill/365 days

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SCHEDULE L: ALTERNATE DAILY COVER

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APPENDIX J – ALTERNATE DAILY COVER



Figure 1 – Transporting the Revelstoke Iron Grizzly steel plates with a loader.



Figure 2 – Placing the first Revelstoke Iron Grizzly steel plate.



Figure 3 – Placing subsequent steel plates – note the conveyor belt flap overlapping the previous plate.

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Figure 4 – Use of a large edge log on the outside face of the cell to minimize use of Daily Cover Material.



Figure 5 – Very little refuse is visible even before placing Daily Cover Material along the exposed edges.



Figure 6 – Placing 150 mm of Daily Cover Material along the edges to prevent access to the refuse by wind or vectors. All refuse is fully contained.

Note: The Revelstoke Iron Grizzly plates at Creston are placed with an excavator rather than a loader.

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SCHEDULE M: DUST SUPPRESSANT SPECIFICATIONS

The Creston Landfill road network will require the application of dust suppression material at minimum twice per year. The first application of dust suppression product shall be completed no later than June 30th of each year. The application of this material can be sub-contracted, at the Contractor's discretion.

The contractor can apply any of seven approved products:

a. Freezegard Magnesium Chloride (552)
b. Calcium Chloride (328)
c. Calcium Lignosulphonate (102)
d. Brooks-35 NSC Minerals Ltd. (1395)
e. Sodium Lignosulphonate (103)
f. Milligan Road Dust Suppressant RDS (1122)
g. Tiger Calcium Formula 35% (1268)

All of the above products are listed in the BC Ministry of Transportation and Infrastructure Recognized Products List (March 3rd, 2025 Edition). No other products are acceptable.

Prior to dust suppression material application, the Contractor shall provide to the RDCK representative a detailed description of the product being applied (including MSDS sheet), method and rate of initial application, rate of second application, application schedule, and any other information relevant to the process.

All applications of dust control products will occur outside of the site operating hours.

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Resource Recovery Facilities Regulatory

Bylaw No. 2961, 2025

CONSOLIDATED FOR CONVENIENCE ONLY

This Bylaw has no legal sanction

Bylaw No.	Amendments
Bylaw No. 3011	Amendments to: • Schedule A-1, A-2, and A-3 be deleted and replaced with schedules A-1, A-2, and A-3 from amendment bylaw no. 3011 • Definition of “mixed waste” and “construction demolition and renovation waste” be removed from S.21 “DEFINITIONS” and replaced • Amendments in this bylaw are effective May 1, 2025

A Bylaw to regulate and set fees for the use of Resource Recovery Facilities in the Regional District of Central Kootenay.

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TABLE OF CONTENTS

APPLICATION 1
DEFINITION 1
SITE REGULATIONS 16
SEVERABILITY 22
OFFENCES AND PENALTIES 22
REPEAL 22
EFFECTIVE DATE 22
CITATION 23
SCHEDULE A-1 OF BYLAW NO. 2961: USER FEES: CENTRAL SUB-REGION 24
SCHEDULE A-2 OF BYLAW NO. 2961: USER FEES: WEST SUB-REGION 27
SCHEDULE A-3 OF BYLAW NO. 2961: USER FEES: EAST SUB-REGION 30
SCHEDULE B OF BYLAW NO. 2961: RECYCLABLE MATERIALS 33
SCHEDULE C OF BYLAW NO. 2961: CONTROLLED WASTE 34
SCHEDULE D OF BYLAW NO. 2961: PROHIBITED WASTE 36
SCHEDULE E OF BYLAW NO. 2961: RESOURCE RECOVERY FACILITIES 37
SCHEDULE F OF BYLAW NO. 2961: REGIONAL MAP 39
SCHEDULE G OF BYLAW NO. 2961: NOXIOUS WEEDS 40
SCHEDULE H OF BYLAW NO. 2961: MATERIALS ACCEPTED FOR DISPOSAL AT RDCK ORGANIC WASTE PROCESSING FACILITIES 44
SCHEDULE I OF BYLAW NO. 2961: MATERIALS PROHIBITED FOR DISPOSAL AT RDCK ORGANIC WASTE PROCESSING FACILITIES 45

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REGIONAL DISTRICT OF CENTRAL KOOTENAY

BYLAW NO. 2961

A Bylaw to regulate and set fees for the use of Resource Recovery Facilities in the Regional District of Central Kootenay.

WHEREAS a service has been established by the Regional District of Central Kootenay by Bylaw No. 1070, being the West Waste Management Sub-region Municipal Solid Waste Disposal/Recycling Local Service Area Establishment Bylaw No. 1070, 1994, as amended;

WHEREAS a service has been established by the Regional District of Central Kootenay by Bylaw No. 1071, being the Central Waste Management Sub-region Municipal Solid Waste Disposal/Recycling Local Service Area Establishment Bylaw No. 1071, 1994, as amended;

WHEREAS a service has been established by the Regional District of Central Kootenay by Bylaw No. 924, being the Creston and Electoral Areas A, B and C Municipal Solid Waste Disposal Local Service Area Establishment Bylaw No. 924, 1992, as amended;

AND WHEREAS the Board of the Regional District of Central Kootenay considers it advisable to adopt regulations and to establish fees and charges for the use of Regional District Resource Recovery Facilities;

NOW THEREFORE the Regional District of Central Kootenay in open meeting assembled, enacts as follows:

APPLICATION

1 This Bylaw shall apply to all Resource Recovery Facilities operated by the Regional District of Central Kootenay.

DEFINITION

2 (1) In this Bylaw, unless the context otherwise requires:

6mil Poly Bag means the packaging requirement for asbestos disposal under Part 6 of the Hazardous Waste Regulation.

Antifreeze means a product that falls under the Antifreeze product category in the Recycling Regulation.

Asbestos: Friable means any waste containing asbestos that:
(a) when dry, can be easily crumbled or pulverized to powder by hand, and

(b) is in a concentration greater than 1% either at the time of manufacture, or as determined using a method specified in Section 40(1) of the Hazardous Waste Regulation.

Asbestos: Non-friable means waste containing non-friable asbestos in which the asbestos fibres are bound or locked into the product matrix, so that the fibres are not readily released.

Animal Feces means the solid or semisolid metabolic waste from the digestive tract of a domestic animal discharged through the process of defecation.

Ash and Soot means the residue created by the thorough combustion of organic matter.

Asphalt means a petroleum by-product mixed with gravel, crushed rock, or other aggregate, that is used for paving roadways, driveways, parking areas and other surfaces.

Asphalt Roofing Material means Asphalt roofing shingles or Asphalt rolled roofing.

Auto Hulk means a Vehicle that is no longer usable for transportation purposes or is not registered under the *Motor Vehicle Act*.

Bicycle Tire Bundle means a bundle of either 10 mountain bike tires or 25 road bike tires.

Bin Area means that area of the Resource Recovery Facility that has been designated to receive Municipal Solid Waste brought to the Resource Recovery Facility in Small Loads.

Biomass-Based Certified Compostable Plastics means a plastic product such as, but not limited to, packaging, containers, bags, plates, cutlery, cups, or straws, that is made from renewable biomass sources (such as plant-based materials) and is certified by an accredited third-party certification program as being compostable in an industrial composting facility. The product must meet the standards for biodegradability, disintegration, and quality established by recognized composting certification bodies, such as the Biodegradable Products Institute (BPI) or similar organizations. This type of plastic is designed to break-down into non-toxic, compostable material when subjected to the conditions of a commercial composting process.

Biomedical Waste means materials defined as such under the Hazardous Waste Regulation and includes, but is not limited to: human anatomical waste, animal waste, microbiology laboratory waste, human blood and body fluid waste, and Waste Sharps generated at human or animal health care facilities, medical or veterinary research and teaching establishments, clinical testing or research laboratories, and facilities involved in the production or testing of vaccines.

Buckets means plastic 19 litre (5 gallon) containers with removable lids.

Bulky Waste means:

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(a) single items with a volume greater than 5.1 m3 (180 ft3) or any single dimension which exceeds 488 cm (16') including but not limited to recreational vehicles (with all auto components removed), pre-fabricated homes, trailers, hot tubs and watercraft;
(b) other articles that the Manager determines require special handling and Disposal techniques by reason of their size, or other difficult handling.

Bullying/Harassment means any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, as per the *Worker's Compensation Act*. Bullying and harassing behavior can include: verbal aggression, insults or threats, humiliating initiation practices or hazing, spreading malicious rumors, calling someone derogatory names, vandalizing personal belongings, and isolation and/or exclusion from work-related activities.

Burned Material means materials damaged by fire, heat, electricity or a caustic agent that have been allowed to entirely cool for no less than a two-week period, and in a manner acceptable to the Manager. Burned Materials that are smoldering or on fire is a Prohibited Waste.

Butchery Waste means waste products limited to meat, fat, skin, and bones arising from the operation of a licensed butchery that would otherwise have been destined for sale as food.

Bylaw means this Bylaw and its Schedules including but not limited to the Site Regulations.

Chipped Yard and Garden Waste means Yard and Garden Waste, tree bark, tree stumps (with root ball removed), that has been processed with a wood chipper or grinder, but does not include processed materials sourced from forestry slash or any logging activity.

Clean Wood Waste means clean wood material including, but not necessarily limited to kiln dried dimensional lumber such as wood pallets which:

(a) Is free of Contaminated Wood Waste, rocks, metals (other than nails and screws), wire, fiberglass, Asphalt Roofing Material, melamine, paper backings, and other non-wood materials; and
(b) if it is more than 61 cm (2') in width or diameter at any point, is no more than 2.4 m (8') in length.

Composite Wood Waste means wood that has been manufactured into dimensional lumber using glue or adhesives, including particleboard, oriented strand board, medium-density fiberboard (MDF), and plywood.

Concrete means a hardened mixture of cement that includes sand, gravel or other aggregate, and that may be reinforced with lengths of rebar.

Condemned Food means any food or other edible matter that does not contain Free Liquids, and that has been deemed to be unfit for human consumption pursuant to the *Food Safety Act*, S.B.C. 2002, c. 28 and any regulation under that Act.

Construction, Demolition and Renovation Waste means:

(a) mixed Municipal Solid Waste material resulting from the construction, demolition, renovation and repair of structures, roads, sidewalks and utilities, including but not limited to: Asphalt, bricks, Concrete, other masonry materials, roofing materials including Asphalt Roofing Material, stucco, rock, glass, wood, wood products, Preserved Wood, wall covering, plaster, gypsum board or wallboard, counter tops, plumbing fixtures, scrap metal, rebar, ducting, electrical fixtures, electrical wiring, electrical components containing no hazardous materials, insulation that does not contain asbestos, and soil, excluding Waste Soil.

(b) loads of Burned Material.

Note: Clean, Source Separated Waste loads of drywall (verified to not be containing asbestos fibres), Asphalt Roofing Material, Scrap Metal, Clean Wood Waste, and Yard and Garden Waste are NOT Construction, Demolition, and Renovation Waste, and will be charged at their respective tipping fees.

Container means a maximum can, or bin size of 121 L (27 imperial gallons) or maximum bag size of 81 cm by 102 cm (32" by 40").

Contaminated Sites Regulation means the Contaminated Sites Regulation, (B.C. Reg. 375/96) enacted under the *Environmental Management Act*.

Contaminated Wood Waste means a wood material contaminated with any foreign material, including, but not necessarily limited to any of the following: paints, stains, glues, plastics, Preserved Wood, Composite Wood Waste, or Furniture and Cabinetry; and which is no more than 1.2 m (4') in length.

Contamination or Contaminated means the presence of another material in one category of Source Separated Waste, and includes, but is not limited to: the commingling of different Recyclable Materials; the commingling of different Controlled Waste; or the commingling of two or more of the following categories of waste: Mixed Waste, Recyclable Materials, Controlled Waste and Prohibited Waste.

Controlled Waste means Source Separated Waste categories, listed in Schedule C hereto, which because of their inherent nature and quantity may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution.

Controlled Waste Area means an area of the Resource Recovery Facility designated for the Disposal of Controlled Waste.

Core Depot means a Recycling Depot that accepts the full range of materials included in the Recycle BC Program for recycling and has material accepted for recycling removed by representatives of Recycle BC.

Dead Animals and Parts means any deceased pets, wildlife, livestock or slaughter remains or offal thereof, including: bones, feathers, skin, and hair but excluding any Specified Risk Material or free bodily fluids.

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Dehydrated Kitchen Waste means a Kitchen Waste that has had a significant reduction in volume and weight through mechanical dehydration, grinding or a combination thereof, by a pre-treatment device.

Deposit means the placement of Recyclable Materials and Reusable Products in an area designated for the receipt of those materials at a Resource Recovery Facility.

Dewatered means waste material that passes the Paint Filter Liquids Test, USEPA Method 9095A.

Disposal means the placement of Municipal Solid Waste into a Landfill or at a Transfer Station for eventual transport to a Landfill.

Domestic Animal means an animal, such as a horse or cat, which has been tamed and kept by humans as a work animal, food source, or pet, especially a member of those species that have, through selective breeding, become notably different from their wild ancestors.

Dusty Material means material that can become airborne when being disposed of, deposited, or managed at a Resource Recovery Facility and which may subsequently pose a health risk or impair visibility, including but not limited to concrete dust, rock dust, Respirable crystalline silica, filter dust, gypsum dust, plaster dust, foundry dust, Sawdust, Organic Dust and Ash and Soot.

Environmental Management Act means the *Environmental Management Act*, S.B.C. 2003, c. 53, and all regulations made under that Act.

Excluded ODS-Containing Products means ODS-containing products that are excluded from the MARR stewardship plan, including but not limited to water cooler/dispensers, large central air conditioner units, and commercial or industrial cooler and refrigerated display units.

Foam Packaging means styrofoam packaging including foam meat trays, foam clamshells, cups and bowls for take-out food, foam egg cartons, and foam cushion packaging used to protect electronics, small appliances, and other goods.

Food Processing Waste means food residues produced during agricultural, commercial and institutional operations.

Free Liquid means any portion of material that passes through and drops from a paint filter using the USEPA Method 9095A Paint Filter Liquids Test (within a 5 minute test period).

Fuel Tank means flammable liquid storage tanks and combustible liquid storage tanks that are drained and free of liquids.

Furniture and Cabinetry means any furniture or cabinets containing Preserved Wood, laminates, fiberglass, melamine or any other non-wood materials besides clean organic wood, including but not limited to kitchen cabinets, book cases, pantry storage units, shelves, chairs, stools, dressers, tables, counters or couches. Furniture and Cabinetry is not Wood Waste.

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Gas Cylinder means a refillable or non-refillable metal container rated at a capacity of less than 46 kg (101 lb) which is used to contain compressed gases.

Gasoline means that material which falls under the Gasoline product category in the Recycling Regulation.

Glass Container means a clear or coloured container made of glass used to hold consumer products, but does not include: window glass, laminated glass, safety or tempered glass, mirrored glass, automotive glass, fiberglass, plexi-glass, light bulbs, fluorescent tubes, kitchenware, ceramics, or containers that have contained Hazardous Waste.

Hazardous or Reactive Chemicals means gaseous, liquid or Municipal Solid Waste that:

(a) is explosive, oxidizing or so unstable that it readily undergoes a violent change in the presence of air or water;
(b) generates toxic gases, vapours or fumes by itself or when mixed with water; or
(c) is polymerized in whole or in part by chemical action and causes damage by generating heat or increasing in volume.

Hazardous Waste means materials defined as such under the Hazardous Waste Regulation and includes, but is not limited to, toxins, poisons, corrosives, irritants, strong sensitizers, flammables, ignitable wastes, infectious wastes and Biomedical Waste.

Hazardous Waste Regulation means the Hazardous Waste Regulation (B.C Reg. 63/88) under the *Environmental Management Act*.

Heavy Duty Industrial, Commercial or Institutional (ICI) Air Conditioning Unit means a self-contained air conditioning unit, designed for Institutional, Commercial or Industrial applications, that is sometimes installed on a roof space and connects to a building's duct work and which provide cooling or a combination of both cooling and heating. These units are significantly larger than a typical residential air conditioning unit and are considered an Excluded ODS-Containing Products.

Hydrocarbon Contaminated Soil means soil, sediment or fill material contaminated with a petroleum product, including but not limited to, gasoline, diesel, fuel oil, hydraulic oil and lubricating oil. Hydrocarbon Contaminated Soil must not have concentrations that would classify the soil to be a hazardous waste, including but not limited to waste containing polycyclic aromatic hydrocarbon or containing any or all of the parameters listed in the Hazardous Waste Regulation, Section 41.1 table, Column I, in concentrations that exceed the standards specified in Column II. Odorous soil should be analyzed for soil vapour in accordance with CSR Technical Guidance 4. Should the soil vapour concentrations be greater than CSR Schedule 3.3 Industrial Land (IL) standards, the soil is considered to be hydrocarbon contaminated soil even if the soil concentrations are less than IL standards.

Ignitable Materials means having the properties of:

(a) flammable gas;
(b) flammable liquid; or
(c) flammable solids, substances liable to spontaneous combustion or substances that on contact with water emit flammable gases.

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Industrial Waste means any waste by-products originating from an industrial process operation including, but not limited to: forestry, pulp and paper, mining, agriculture, fisheries, electric and communications generation and transmission.

Infested Vegetation means trees, shrubs, herbaceous plants or associated fruits that show the presence of Plant Disease, noxious insects, pathogens or related pests that have caused or are likely to cause significant damage to the trees, shrubs, herbaceous plants or associated fruit.

Inspector means any member of the Royal Canadian Mounted Police, Nelson Police, the Regional District's Bylaw Enforcement Officer or his or her designate, and any other person appointed from time to time by the Regional District to administer and enforce this Bylaw.

International Waste means waste surrendered at a Canada Border Services Agency (CBSA) site that has been generated outside of the Regional District.

Kitchen Waste means organic, compostable plant and animal derived food waste material including raw and cooked food waste from a commercial or residential premise and includes but is not limited to:

- fruits and vegetables (with stickers removed)
- meat, fish, shellfish, poultry and bones thereof
- dairy products
- bread, pasta and baked goods
- tea bags (paper filters only), coffee grounds and filters
- soiled paper towels and napkins
- soiled parchment paper
- food soiled cardboard and paper
- egg shells

Note: Kitchen Waste can be broken down by naturally occurring microorganisms into natural substances, such as organic materials, carbon dioxide and water, within eight weeks in an open aerated windrow composting system, and when fully broken down, results in a material that meets the Organic Matter Recycling Regulation requirements.

Land Clearing Debris means any tree stumps, root mats, branches, brush, logs, vegetation, or other woody debris, generated from land clearing activity, that is greater than 15 cm (6") in diameter or greater than 1.25 m (4') in length, or that does not meet the definition of Wood Waste due to Contamination.

Landfill means a location for final Disposal of Municipal Solid Waste on land for which an Operational Certificate for the operation of a landfill has been issued to the Regional District under the *Environmental Management Act*.

Large Load means a single load of Municipal Solid Waste that does not include any Hazardous, Recyclable, or Marketable Wastes, and that exceeds 2000 kg (4409 lb) net weight or 5.1m^3 (180 ft^3) in volume.

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Lead-acid Batteries means a product that falls under the Lead-acid Battery product category in the Recycling Regulation.

Major Appliances means all products listed under the MARR list of products.

Manager means the General Manager of Environmental Services of the Regional District or his or her designate.

Marketable Waste means Recyclable Materials that can be managed through locally available recycling programs and for which a commercial market exists.

MARR means the Major Appliance Recycling Roundtable, a not-for-profit stewardship agency created to implement and operate a stewardship plan for end-of-life major household appliances in the province of British Columbia on behalf of the major appliance producers who are obligated under the BC Recycling Regulation.

Metal Container means any food or beverage container made of aluminum or tin-plated steel.

Metals Contaminated Soil means soil, sediment or fill material which contains metals contamination in concentrations exceeding the lowest applicable Industrial Land (IL) use standard in the Contaminated Sites Regulation, Schedule 3. Metals Contaminated Soil must not have concentrations that would classify the soil to be a leachable waste (hazardous waste).

Milk Processing Waste means dewatered sludge or biomass resulting from the treatment and/or processing of milk products or fluid milk.

Mixed Waste means mixed categories of refuse generated by residential, commercial and institutional sources, other than Construction, Demolition and Renovation Waste, suitable for Disposal at a Resource Recovery Facility but does not include Prohibited Waste or Controlled Waste. Furniture and Cabinetry, Rubble and Contaminated Wood Waste are considered Mixed Waste.

Mixed Waste Paper means a paper product that includes but is not limited to: newspaper and inserts, office paper including white and coloured ledger paper, computer paper, photocopy paper, writing pads, business forms, phone message notes, file folders, reports, envelopes, non-thermal fax paper, no carbon required (NCR) paper, calculator tape, self-adhesive notes, business cards, and paper index cards; paper bags; boxboard, including paper egg cartons, molded paper, laundry and cereal boxes; junk mail; gift wrapping paper; packing paper; magazines; catalogues; calendars; directories; postcards; and shredded paper. Mixed Waste Paper does not include waxed paper fibre products; carbon paper; materials that are impregnated with blood, grease, oil, chemicals, or food residue; materials that have polyethylene, polystyrene, foil or other non-paper liners or attachments; and materials that are contaminated with a material that will render the Mixed Waste Paper non-marketable.

Municipal Solid Waste means refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources, including Recyclable Material, or that is otherwise included in a waste management plan of the Regional District

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that has been approved under the *Environmental Management Act*, where that plan authorizes Disposal or Deposit of the refuse at a Resource Recovery Facility.

Municipal Wastewater Biosolids means organic based material produced from the treatment of municipal wastewater, and is material which meets the applicable BC Contaminated Sites Regulation (CSR) Industrial Lands (IL) soil quality standards. Municipal Wastewater Biosolids are municipal wastewater treatment plant sludge material which has been Stabilized and Dewatered. Acceptable Municipal Wastewater Biosolids are suitable for augmenting the topsoil component of the landfill closure system and/or mitigate fugitive methane emissions, and for use as a feedstock or fertilizer in development of soil for landfill closure.

Municipal Wastewater Residuals means Dewatered wastewater residuals which could include screenings, grit, oil, grease, or other material obtained from Pre-Treatment, Primary Treatment or other treatment of municipal wastewater which does not meet the requirements of Municipal Wastewater Biosolids, and is material which is not Hazardous Waste, as determined by the Hazardous Waste Regulation (HWR).

Non-Biomass-Based Certified Compostable Plastic means a plastic product that is certified as compostable by an accredited third-party certification program, but is not derived from renewable biomass sources (such as plant-based materials). This type of plastic may be made from synthetic polymers or other materials that meet the compostability standards established by recognized certification bodies, such as the Biodegradable Products Institute (BPI) or similar organizations.

Non-ODS Containing Products means Major Appliances that do not contain ODS, including clothes washers, clothes dryers, ranges, range hoods and downdrafts, built-in ovens, built-in and over the range microwave ovens, surface cooking units, dishwashers, food waste disposers, trash compactors, built-in electric water dispensers.

Noxious Weeds means all species designated within the Provincial and Regional Noxious Weed lists of the Weed Control Regulation (B.C. Reg. 66/1985) and all amending regulations and species that are classified by the Central Kootenay Invasive Species Society as priority species within the boundaries of the Regional District including, but not limited to species listed in Schedule G.

ODS means ozone depleting substances as defined under the BC Ozone Depleting Substances and Other Halocarbons Regulation (B.C. Reg. 389/99 as amended).

ODS-Containing Products means Major Appliances containing a compressor and ODS, including refrigerators, wine coolers/beverage centres, freezers, room air conditioners, portable air conditioners and dehumidifiers.

Old Corrugated Cardboard (OCC) means containers or materials used in containers consisting of three or more layers of kraft paper material and having smooth exterior liners and a corrugated or rippled core, but excluding: containers which are impregnated with blood, grease, oil chemicals, food residue, wax; or have polyethylene, polystyrene, foil or other non-paper liners; or are contaminated with a material which will render the corrugated cardboard non-Marketable Waste.

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Organic Dust means fine particles matter including but not limited to: mouldy hay, straw and grain, scat and feathers, compose dust, dust of heat-treated sludge, mould dust, dust of dander, hair particles and dried urine of rats.

Other Flexible Plastic Packaging means plastic packaging that are not Plastic Bags and Overwrap, accepted in the RBC Program, including crinkly wrappers and bags, flexible packaging with plastic seal, zipper lock and stand-up pouches, woven plastic bags, and non-food protective packaging.

Organic Matter Recycling Regulation means B.C. Reg. 18/2002 (O.C. 84/2002), deposited and effective February 5, 2002, which is made under the *Environmental Management Act*, S.B.C. 2003, c. 53, ss. 21 and 138, and the Public Health Act, S.B.C. 2008, c. 28, s. 115. The Organic Matter Recycling Regulation (OMRR) governs the construction and operation of compost facilities and the production, distribution, storage, sale and use of biosolids and compost. It provides guidance for local governments and compost and biosolids producers, on how to use organic material while protecting soil quality and drinking water sources.

Organics Processing Facility means a facility for accepting Organic Waste and applying a commercial processing process, such as open aerated windrow composting, for the purpose of diverting Organic Waste from landfilling and creating a beneficial compost end product in conformance with the Organic Matter Recycling Regulations.

Organic Waste means any plant and/or animal matter, originating in commercial or residential sources which can be processed within eight weeks in an open aerated composting to produce a useable soil amendment product, as specified in Schedule H.

Other Recyclable Containers means retail packaging products that includes but is not limited to aseptic containers, Tetra Packs, spiral wound containers, plastic lined paper cups and other paper packaging containing liquids when sold.

Out-Of-Area Kitchen Waste means loads of Kitchen Waste that originates from outside the administrative sub-regions of the Regional District as described in Schedule F hereto, transferred to an RDCK Organic Waste Processing Facility, through an agreement made in advance between the RDCK and the organization transferring the Kitchen Waste.

Out-of-Area Municipal Solid Waste means loads, or a portion thereof, of Municipal Solid Waste that originates from outside the administrative sub-regions of the Regional District as described in Schedule F hereto.

Packaging and Printed Paper means a product that falls under the Packaging and Printed Paper product category in the Recycling Regulation.

Paint Filter Liquids Test, USEPA Method 9095A means the method designed by the US Environmental Protection Agency (EPA) to determine the presence of Free Liquids in a representative sample of waste; in this test, a 100 millimeter sample of waste is placed in a conical, 400 micron paint filter. If any liquid passes through the filter in five minutes, the waste fails the test and is not considered to be a solid.

Paint Products means a product that falls under the Paint product category of the Recycling Regulation.

Pesticide Products means a product that falls under the Pesticides product category of the Recycling Regulation.

Petroleum By-Products means used lubricating oil that is contaminated with any other products, and any fluid or liquid or sludge containing fuel or petroleum-based products.

Pharmaceutical Products means a product that falls under the Pharmaceuticals product category in the Recycling Regulation.

Plant Disease means a condition that exists in a plant or seed as the result of the action of virus, fungus, bacterium, or any other similar or allied organism and that injures or may injure the plant or any part thereof, and that may be spread to another plant or plants with economic, ornamental or aesthetic value, including, but not limited to Apple Scab (Venturia inaequalis), Anthracnose or Perennial Canker (Cryptosporiopsis curvispora; C. perennans), Bacterial Canker (Pseudomonas syringae pv. syringae; P. syringae pv. morsprunorum), Blister spot (Pseudomonas syringae pv. papulans), Brown Rot (Monilinia fructicola), Coryneum Blight (Wilsonomyces carpophilus), Crown Gall, Root Gall and Hairy Root (Agrobacterium tumefaciens), Crown Rot (Phytopthora cactorum), Cytospora Canker (Leucostoma cincta), European Canker (Nectria galligena), Fire Blight (Erwinia amylovora), Little Cherry Virus, Powdery Mildew (Podosphaera leucotricha; P. clandestina; Sphaerotheca pannosa), Peach Leaf Curl (Taphrina deformans), and Verticillium Wilt (Verticillium dahliae).

Plastic Containers means clean mixed plastics marked with a Society of Plastic Industries code #1-#7 and may include but is not limited to toiletry and cleaning containers, margarine and yogurt containers, food and drink containers, and plastic milk jugs, but does not include Styrofoam, polystyrene items, or items that have contained Hazardous Waste.

Plastic Bags and Overwrap means a clean plastic bag product that includes but is not limited to: retail bags for groceries or dry cleaning, bread bags, produce and bulk food bags, frozen fruit and vegetable bags, outer wrap for soft drink can flats, paper towels, water softener salt and garden product bags, outer bags for diapers and feminine hygiene products, pre-washed salad bags, but does not include biodegradable or compostable plastic bags, plastic wrap, cellophane, chip or snack bags, zipper-lock bags, bubble packaging, lumber or construction wrap, garbage bags.

Pre-Treatment means the removal of solid foreign matter from wastewater by a screening process prior to treatment at a wastewater treatment plant.

Preserved Wood means Wood Waste which has been:

(a) Previously treated with creosote or other chemical preservatives including but not limited to: alkaline copper quaternary (ACQ), copper azole (CA), micronized copper azole (MCA), didecyl dimethyl ammonium carbonate (DDAC), disodium octaborate tetrahydrate (DOT or SBX), chromated copper arsenate (CCA), polycyclic aromatic hydrocarbons (PAHs), and ammonium copper arsenate (ACA) to prevent rotting;
(b) Treated with fire retardant; or
(c) Coated with paint containing lead in concentrations that are within the allowable concentration limit to not be considered Hazardous Waste.

Primary Treatment means the process in which heavy solids, oil, grease and light solids are removed from wastewater by means of settling or floating at a wastewater treatment plant.

Product Stewardship Materials means designated materials that fall under a specific product category of the Recycling Regulation, including, but not limited to, Antifreeze, beverage containers, electronic and electrical products, fluorescent tubes and bulbs, Gasoline, Lead-acid Batteries, Packaging and Printed Paper, Paint Products, Pesticides, Pharmaceutical Products, Rechargeable Batteries, Solvents, Flammable Liquids, Tires, Used Oil, Used Oil Containers, and Used Oil Filters, as those products are defined under the Recycling Regulation.

Product Stewardship Depots means Recycling Areas specifically designated for the collection of Product Stewardship Materials.

Prohibited Waste means gaseous waste, liquid waste or other categories of Municipal Solid Waste not accepted for Disposal at Resource Recovery Facilities as specified in Schedule D hereto.

Propane Tank means a refillable or non-refillable metal container which is used to contain flammable hydrocarbon gasses used as fuel.

Radioactive Material means waste containing a prescribed substance as defined in the *Nuclear Safety and Control Act* (S.C.1997, c. 9) in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act.

Rechargeable Batteries means a rechargeable product, used as a source of power, which falls under the Electronic and Electrical products category in the Recycling Regulation.

Recyclable Materials means the items listed in Schedule B hereto.

Recycle BC means the not-for-profit organization responsible for residential packaging and paper product recycling throughout British Columbia. Recycle BC ensures packaging and paper product is collected from households and recycling depots, sorted and responsibly recycled. Recycle BC provides recycling services either directly to communities or by working in partnership with local governments, First Nations, private companies, and other non-profit organizations.

Recycling means the practice of sorting, collecting and processing Marketable Waste for the purpose of creating new products and reducing the amount of Municipal Solid Waste being Disposed of in Landfills.

Recycling Area means an area of a Resource Recovery Facility that has been designated for the Deposit of Recyclable Materials.

Recycling Depot means any land or buildings leased, owned or operated by the Regional District for receiving those materials listed in part (c) of Schedule B.

Recycling Regulation means the Recycling Regulation (B.C. Reg. 449/2004) under the *Environmental Management Act*.

DRAFT

Regional Board means the Board of the Regional District of Central Kootenay.

Regional District or RDCK means the Regional District of Central Kootenay as incorporated under the *Local Government Act*.

Rejected Organic Waste means Organic Wastes brought to an Organics Processing Facility or a Transfer Station that accepts Organic Waste, which is found to contain materials that are not identified in Schedule H as Organic Waste, including, but not limited to: any materials identified in Schedule I, plastics, Mixed Waste, Municipal Solid Waste, glass, Scrap Metal, Biomedical Waste, Hazardous Waste, or any other materials that could compromise the ability to meet the Organic Matter Recycling Regulation requirements to achieve a Class A Compost.

Rejected Tire off Rim means a Tire that is contaminated with any foreign material such as soil, debris, Styrofoam, organic matter or any other foreign material, such that it is unsuitable for recycling.

Resource Recovery Facility means a Landfill, Transfer Station, Organics Processing Facility, or Recycling Depot leased, owned, or operated by the Regional District that is used for receiving Municipal Solid Waste for Disposal or Deposit.

Reusable Product means a household item that is in usable working condition and that complies with the health and safety requirements of the *Hazardous Products Act*, (R.S.C., 1985, c. H-3) and regulations under that Act, but does not include Bulky Waste or Product Stewardship Materials.

Reuse Building/Depot means any land or buildings leased, owned and/or operated by the Regional District designated for receiving Reusable Products.

Rubble means gravel, brick, Concrete, Asphalt, and rock or a mixture thereof.

Satellite Depot means a Recycling Depot not supported by Recycle BC, but operated at the expense of the RDCK to maintain services in designated areas. The range of materials accepted at Satellite Depot sites is decided by the RDCK and may vary between sites.

Sawdust means fine particles of wood made by sawing wood.

Scrap Metal means recyclable ferrous and non-ferrous metallic materials, including, but not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, Steel Cable (cut into 1.25 m (4 ft) lengths, on a spool, or coiled and tied in six places), bathtubs, fuel tanks, fencing, bicycle frames, automotive body parts, machinery, garbage cans, metal furniture, tire rims, appliances and fixtures, but does not include:

(a) ODS-Containing Products unless properly certified as having refrigerants professionally removed.
(b) Metal drums, cans, bulk storage tanks, and process vessels formerly containing Prohibited Waste materials, except if they are open top and cleaned out / rinsed clean.
(c) Any tanks built for holding pressurized gas, excepting those which are de-valved or

visibly de-pressurized.

Septage Pond Biosolids means dewatered material removed from RDCK operated septic ponds.

Service Personnel means any person employed by or having a contract with the Regional District for performing work at a Resource Recovery Facility.

Site Operator means any person employed by or having a contract with the Regional District for caretaker or attendant duties at a Resource Recovery Facility and includes a person authorized to act on the Site Operator's behalf pursuant to said caretaker's contract.

Site Regulations means the regulations set out in Sections 3 – 10 of this Bylaw.

Small Load means Municipal Solid Waste or Recyclable Material to be Disposed of or Deposited at a Resource Recovery Facility not exceeding 2000 kg (4409 lb) net weight at scaled sites or 5.1m^3 (180 ft^3) at volume based sites per open day per credit account holder, or per Vehicle (if Vehicle is not registered to an RDCK credit account). The Disposal or Deposit of certain categories of Controlled Waste is restricted to quantities less than those permitted in Small Loads and as described in Schedule C.

Solvents and Flammable Liquids means a product that falls under the Solvents and Flammable Liquids product category of the Recycling Regulation.

Source Separated Waste means waste including, but not limited to: Controlled Waste, Yard and Garden Waste, Noxious Weeds, Recyclable Material, Scrap Metal or Wood Waste which is separated into clearly distinguishable accumulations of different types of materials, substances, or objects belonging in the particular class of waste being disposed of.

Specified Risk Material means the skull, brain, trigeminal ganglia (nerves attached to the brain, eyes, tonsils, spinal cord) and dorsal root ganglia (nerves attached to spinal cord) of cattle aged 30 months or older, and the distal ileum (portion of the small intestine) of cattle of all ages. (Health of Animals Regulation (C.R.C., c, 296).

Stabilized means the process of making the organic or volatile portion of septage or municipal sludge less putrescible, less odorous, and to decrease the concentration of pathogenic microorganisms. In the case of Municipal Wastewater Biosolids, acceptable stabilization methods include anaerobic or aerobic digestion and methanization, and alkaline stabilization.

Steel Cable includes wire rope or cable.

Tight-head Barrels means any metal container with a secured top but does not include barrels that have contained Hazardous Waste.

Tire means the band of rubber placed over the rim of a wheel, that is free of any foreign material such as soil, debris or organic matter inside the Tire or the rim of a Tire, including: P (Passenger Vehicle Tires), LT (Light Truck Tires), or T (Temporary Tires), RV and small utility trailer tires, motorcycle, turf and all terrain vehicle tires, forklift, bobcat/skid steer, and LS

(Logger/Skidder Tires), agricultural tires, Bicycle Tire Bundle, and bicycle or inner tube of a bicycle wheel, but does not include:

(a) Tires designed for use on cycles, wheelchairs, or three-wheeled motorized devices designed for the transportation of persons with physical impairment.
(b) Tires designed for use on an aircraft or wheelbarrow.
(c) Tires that ordinarily have a retail value of less than $30.
(d) Tires marked with tread code C (Compactor), E (Earthmoving), G (Grader), L (Loader), IND (Industrial) or NHS (Not for Highway Service) generally referred to as Grader/Loader or Small-Off-The-Road or Large-Off-The-Road tires.

Tour Groups means any group of people, including but not limited to school groups, that are wishing to visit a Resource Recovery Facility for educational purposes.

Transfer Station means a Resource Recovery Facility operated under the control of the Regional District for temporary Disposal of Municipal Solid Waste in preparation for transportation to a Regional District Landfill.

Treated Septage Biosolids means septage which has been treated to reduce pathogens and vector attraction, including primary settling in a residential septic tank.

Uncontaminated Soil means native or clean soil, comprised of less than 25% gravel by volume, with no signs or indications of contamination, typically sourced from a non-commercial, residential site, or undisturbed land, and which if analyzed for contaminants would yield results in concentrations less than the lowest applicable Industrial Land (IL) use standard in the Contaminated Sites Regulation, Schedule 3.1.

Unsecured Loads means a load of Municipal Solid Waste which is not secured and covered on a Vehicle as required under the Site Regulations.

Used Oil means a product that falls under the Lubricating Oil product category as defined in the Recycling Regulation.

Used Oil Containers means a product that falls under the Empty Oil Containers product category of the Recycling Regulation.

Used Oil Filters means a product that falls under the Oil Filters product category of the Recycling Regulation.

Vector means a carrier organism that is capable of transmitting a pathogen from one facility, waste source, product or organism to another facility, waste source, product or organism.

Vehicle means a motor vehicle as defined under the *Motor Vehicle Act*.

Waste Sharp means needles, syringes, blades or other materials capable of causing punctures or cuts, originating from residential, agricultural, institutional or commercial generators.

DRAFT

Waste Soil means contaminated soil, Hydrocarbon Contaminated Soil or Metals Contaminated Soil that is not suitable for any land use specified in the Contaminated Sites Regulation. Soil that meets specifications defined by the Hazardous Waste Regulation is Hazardous Waste and not Waste Soil.

Yard and Garden Waste means biodegradable, organic materials, substances or objects including, but not limited to: hedge clippings, weeds, shrubs, and shrub and tree branches up to 15 centimetres (6") in diameter, chipped Yard and Garden Waste, but does not include:

(a) tree stumps;
(b) Noxious Weeds;
(c) plants or growing media that may have been identified by the Canadian Food Inspection Agency from time to time as infectious or potentially infectious and of which notice has been sent to the Regional District or publicized by the Canadian Food Inspection Agency;
(d) plant and tree material in municipal street sweepings;
(e) rocks, sand and Waste Soil; or
(f) fruit or vegetable material
(g) chipped Wood Waste.
(h) Organic Waste

(2) The following schedules are hereby made and declared to be integral parts of this Bylaw:

Schedule A-1:	User Fees: Central Sub-Region
Schedule A-2:	User Fees: West Sub-Region
Schedule A-3:	User Fees: East Sub-Region
Schedule B:	Recyclable Materials
Schedule C:	Controlled Waste
Schedule D:	Prohibited Waste
Schedule E:	Resource Recovery Facilities
Schedule F:	Regional Map
Schedule G:	Noxious Weeds
Schedule H:	Materials Accepted for Disposal at RDCK Organic Waste Processing Facilities
Schedule I:	Materials Prohibited for Disposal at RDCK Organic Waste Processing Facilities

SITE REGULATIONS

Vehicles

3 (1) The Site Operator or Service Personnel may refuse to allow a Vehicle to enter a Resource Recovery Facility or require a Vehicle to leave a Resource Recovery Facility if:

(a) The Vehicle's Load exceeds the permitted weight limits set out in the regulations passed pursuant to the *Motor Vehicle Act*, or the *Commercial Transport Act*;
(b) The Vehicle exceeds the speed limits posted at a Resource Recovery Facility; or
(c) The load is not properly secured and covered.

(2) No person while driving a Vehicle at a Resource Recovery Facility shall drive their Vehicle on any part of the Resource Recovery Facility other than on roads and areas designated by the

DRAFT

Site Operator or Service Personnel.

Loads

4 (1) Subject to Section 4 (2) of this bylaw, before entering a Resource Recovery Facility all loads of Municipal Solid Waste must be secured and covered with a tarpaulin or other overlay that is used to confine the load to the Vehicle.

(2) The following loads of Municipal Solid Waste may be accepted at Regional District Landfills without covers:

(a) Tree stumps: when chained on a flat bed or within the confines of a truck box;
(b) Rubble: when wholly within the confines of a truck box (tailgates closed); and
(c) Bulky Waste: when strapped on a flat bed or wholly within the confines of a truck box.

(3) An Inspector, Site Operator, Service Personnel or other authorized employee of the Regional District may inspect any or all loads entering or exiting the Resource Recovery Facility for the purpose of determining compliance with this Bylaw. Any person depositing waste material may be required to remove the load cover upon request for inspection.

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Safety

5 (1) Smoking tobacco, holding lighted tobacco, using an e-cigarette, and/or holding an activated e-cigarette at Resource Recovery Facilities is prohibited.

(2) Upon entering a Resource Recovery Facility all persons must check in with the Site Operator or Service Personnel.

(3) Any person Disposing of or Depositing Municipal Solid Waste at a Resource Recovery Facility shall unload or discharge the waste in a manner that conforms with the *Workers Compensation Act* and its regulations and all WorkSafe BC rules and requirements under the *Workers Compensation Act*.

(4) The Site Operator or Service Personnel may refuse to accept any Reusable Product at a Reuse Building/Depot where the Reusable Product appears to be in a dangerous or hazardous condition, or does not meet the health and safety requirements of the *Hazardous Products Act*, R.S.C. 1985 c. H-3.

(5) The Regional District is not responsible for ensuring the safety or fitness for use of Reusable Products, and persons retrieving Reusable Products from a Reuse Building/Depot shall do so at their own risk.

(6) No person shall engage in Bullying/Harassment with the Site Operator, Service Personnel or public at a Resource Recovery Facility.

(7) No Domestic Animal shall enter any part of any Resource Recovery Facility, at any time, except pets that are fully contained within vehicles, during hours that are open to the public. This regulation does not apply to RDCK Staff who have signed and are in compliance with the RDCK Dogs at Work Policy.

(8) No Person delivering Municipal Solid Waste or Recyclable Materials to a Resource Recovery Facility shall, knowingly, or accidentally introduce a Vector to the site.

Fees

6 (1) The Regional District hereby establishes and imposes the fees set out in Schedule A-1, Schedule A-2, and Schedule A-3 hereto and every person Disposing or Depositing of Municipal Solid Waste at a Resource Recovery Facility shall pay to the Regional District the applicable fees calculated in accordance with those schedules.

(2) The fees under Schedules A-1, A-2, and A-3 shall be doubled for:

(a) loads of Mixed Waste containing more than 10% Recyclable Material;
(b) Unsecured Loads; and
(c) loads of Source Separated Waste that are Contaminated.

(3) The fee for each load of Municipal Solid Waste entering a Resource Recovery Facility will be determined based upon the highest fee under Schedules A-1, A-2, or A-3 that applies to any category of Municipal Solid Waste in that load.

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(4) Where permitted by the Site Operator or Service Personnel a load of Mixed Waste may be sorted on site and re-weighed (where a scale exists) in order to reduce the applicable fees.

Prohibited Waste, Controlled Waste, and Recyclable Material

7 (1) No person shall Dispose of Prohibited Waste at a Resource Recovery Facility.

(2) Controlled Waste may only be Disposed of in a Controlled Waste Area and in accordance with the specifications and restrictions of Schedule C of this Bylaw.

(3) Where Schedule C requires that a person acquire advance written approval from the Manager prior to Disposing of Controlled Waste, before providing approval, the Manager may require that person to provide relevant documentation to satisfy the requirements of this bylaw and other legislation.

(4) Recyclable Materials listed in Section (a) of Schedule B of this bylaw may only be Deposited at an area designated for the Deposit of that material at a Landfill or Transfer Station.

(5) Recyclable Materials listed in Section (b) of Schedule B of this Bylaw may only be Deposited at a Resource Recovery Facility where a Product Stewardship Depot has been established for the purpose of receiving that material.

(6) Recyclable Materials listed in Section (c) of Schedule B of this Bylaw may only be Deposited at an area designated for the Deposit of that material at a Recycling Depot or Recycling Area, or through a curbside recycling program operated by or with the approval of the Regional District.

(7) Recyclable Materials brought for Deposit to a Resource Recovery Facility in Small Loads will be accepted at no charge, unless such materials are specified in Schedules A-1, A-2, or A-3 of this Bylaw, in which case the charges under Schedule A-1, A-2, or A-3 will apply.

(8) Any person wishing to establish a Product Stewardship Depot at an RDCK facility must apply in writing to the RDCK for permission to do so, the grant of which shall be solely at the discretion of the Resource Recovery Manager.

General

8 (1) These Site Regulations are subject to change from time to time by the Regional District.

(2) No person shall Dispose of or Deposit Municipal Solid Waste at a Resource Recovery Facility except in accordance with this Bylaw.

(3) Where this bylaw permits certain activities at the discretion of the Manager, the Manager's decision shall consider the following factors:

(a) Nature of the activity;
(b) Nature and condition of any waste involved;

(c) Availability of qualified staff to assist in performance of the activity;
(d) Availability of equipment required to carry out the activity;
(e) Availability of space required for the activity;
(f) Applicable legislation;
(g) Potential risks transferred to the RDCK upon completion of the activity; and
(h) Any other factor that is relevant to the operation of a Resource Recovery Facility for the purposes set out in this Bylaw, or to the administration or enforcement of this Bylaw.

(4) The Regional District hereby authorizes the Manager, the Site Operator and Service Personnel to:

(a) enforce the Site Regulations and all rules under this Bylaw governing the use of a Resource Recovery Facility operated by the Site Operator; and
(b) provide directions to users of the Resource Recovery Facility which are consistent with this Bylaw and which are necessary or convenient for the efficient and lawful operation of the Resource Recovery Facility.

(5) The days and hours of operation of Resource Recovery Facilities are to be established by Regional Board resolution and may be amended by Regional Board resolution when deemed necessary.

(6) No Person delivering Municipal Solid Waste or Recyclable Materials to a Resource Recovery Facility shall Dispose of or Deposit the Municipal Solid Waste except in such a place and in such a manner as directed by the Site Operator or Service Personnel.

(7) All Municipal Solid Waste Disposed of or Deposited at a Resource Recovery Facility shall become the property of the Regional District.

(8) Only Small Loads shall be accepted for Disposal or Deposit at a Transfer Station except with prior written approval from the Manager.

(9) No Person shall remove or scavenge Municipal Solid Waste that has been Disposed of or Deposited at a Resource Recovery Facility except with prior written approval of the Manager.

(10) No person shall Dispose of or Deposit Out-of-Area Municipal Solid Waste at a Resource Recovery Facility unless approved by the Manager.

(11) Municipal Solid Waste originating outside of the West Waste Management Sub-region Municipal Solid Waste Disposal/Recycling Local Service Area will not be accepted at a West Sub-region Resource Recovery Facility except material originating from the Central Sub-region direct hauled to the Ootischenia Landfill or by approval of the Manager.

(12) Municipal Solid Waste originating outside of the Creston and Electoral Areas A, B and C Municipal Solid Waste Disposal Local Service Area will not be accepted at an East Sub-region Resource Recovery Facility except by approval of the Manager.

(13) Municipal Solid Waste originating outside of the Central Waste Management Sub-region Municipal Solid Waste Disposal/Recycling Local Service Area will not be accepted at a

DRAFT

Central Sub-region Resource Recovery Facility except by approval of the Manager.

(14) No Person shall Dispose of or Deposit Municipal Solid Waste at a Resource Recovery Facility nor enter any Resource Recovery Facility at any time other than the designated hours of operation, except by approval of the Manager.

(15) No Person other than the Site Operator or Service Personnel or their representative shall start any fires at any Resource Recovery Facility.

(16) No Person other than the Site Operator or Service Personnel or their representative shall remove or alter any sign placed or erected at any Resource Recovery Facility.

(17) No Person other than the Site Operator or Service Personnel or their representative shall discharge any firearm at any Resource Recovery Facility.

(18) Children under 13 and pets are not permitted at Landfills or Transfer Stations except when they are inside a Vehicle. Children are permitted in Reuse Buildings and Recycling Depots under the supervision of an adult. Pets inside vehicles must be restricted in such a way as to prevent them from being in physical contact with any other Person using the Resource Recovery Facility. This regulation does not apply to RDCK Staff who have signed on and are in compliance with the RDCK Dogs at Work Policy.

(19) No loitering is allowed at Resource Recovery Facilities or Recycling Depots. Vehicles must proceed directly to the Bin Area or Recycling Area and then leave the Resource Recovery Facility as soon as possible after unloading at the Bin Area.

(20) No Person, other than the Site Operator or Service Personnel or their representative, shall access any Reuse Building or the surrounding property for any purpose more than one time, for a maximum of 15 minutes, within a 24 hour period.

(21) Tour Groups are not permitted at Resource Recovery Facilities without prior approval from the Manager.

Conditions of Use

9 (1) Every person Disposing of or Depositing Municipal Solid Waste at a Resource Recovery Facility, accessing a Reuse Building/Depot, or coming to a Resource Recovery Facility for another purpose, shall comply with and abide by all directions of the Site Operator or Service Personnel, whether such directions are given in the form of signs or verbal instructions.

(2) All persons entering a Resource Recovery Facility do so at their own risk. The Regional District accepts no responsibility or liability for damage or injury to persons or property, including but not limited to Vehicles, which occurs during or as a result of entry to a Resource Recovery Facility.

Contraventions

10 (1) No Person shall do any act or suffer or permit any act or thing to be done in contravention of this Bylaw.

(2) A person who contravenes the provisions of this Bylaw, fails to pay the fees required under this Bylaw, or fails to comply with the directions of the Site Operator or Service Personnel, or with posted notices and signs at a Resource Recovery Facility, may be denied entry to a Resource Recovery Facility.

(3) A person who contravenes this Bylaw by doing any act which this Bylaw prohibits, or who omits to do any act which this Bylaw requires to be done, shall in addition to any other penalty imposed, pay any costs incurred by the Regional District to remediate or rectify that person's act or omission.

SEVERABILITY

11 If any section, subsection or clause of this Bylaw is declared or held to be invalid by a Court of competent jurisdiction, then that invalid portion shall be severed and the remainder of this Bylaw shall be deemed to have been adopted without the invalid and severed section, subsection or clause.

OFFENCES AND PENALTIES

12 (1) Any person who violates any provision of this Bylaw will be deemed to have committed an offence and shall be liable upon summary conviction to the following penalties:

(a) a minimum fine of $100.00;
(b) a maximum fine of $10,000.00.

(2) A separate offence shall be deemed to have been committed upon each day during which a contravention of this Bylaw continues.

(3) In the case of a continuing offence, a separate penalty shall apply for each day that the offence continues.

REPEAL

13 This Bylaw repeals Regional District of Central Kootenay Resource Recovery Regulatory Bylaw No. 2961, 2023 and all amendments thereto.

EFFECTIVE DATE

14 This Bylaw shall come into effect on February 01, 2025.

DRAFT

CITATION

15 This Bylaw may be cited as the **Regional District of Central Kootenay Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025.**

READ A FIRST TIME this	16th	day of	January, 2025.
READ A SECOND TIME this	16th	day of	January, 2025.
READ A THIRD TIME this	16th	day of	January, 2025.
ADOPTED this	16th	day of	January, 2025.

_____ _____

Aimee Watson, Board Chair Mike Morrison, Corporate Officer

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SCHEDULE A-1 OF BYLAW NO. 2961: USER FEES: CENTRAL SUB-REGION

Schedule A-1: User Fees: Central Sub-Region	[1]Weight-based fee	[2]Volume based fee
Municipal Solid Waste		
Mixed Waste: Per Container (applies to first 3 Containers)	$4.50ea	$4.50 ea
Mixed Waste: Minimum charge for all weighed loads larger than three Containers.	$16.50	$16.50
Mixed Waste	$166.50/tonne	$40.00/$m^3$
Mixed Waste (compacted)	$166.50/tonne	$53.25/$m^3$
Construction, Demolition and Renovation Waste	$266.25/tonne	$66.50/$m^3$
Contaminated Wood Waste	$166.50	$40.00
Controlled Waste (See Bylaw Schedule C)		
Controlled Waste specified in Schedule C that is not otherwise specified in this Schedule A-1	$166.50/tonne	[3]$40.00/$m^3$
Noxious Weeds (Source Separated)	No Charge	No Charge
Noxious Weeds (not Source Separated)	$166.50/tonne	$40.00/$m^3$
Rubble	$166.50/tonne	$87.75/$m^3$
Uncontaminated Soil	$28.25/tonne	$42.50/$m^3$
Recyclable Materials		
Excluded ODS-Containing Products	$20.00ea	$20.00 ea
ODS-Containing Products	No Charge	No Charge
Non-ODS Containing Products	No Charge	No Charge
Propane Tanks	No Charge	No Charge
Heavy Duty Industrial, Commercial or Institutional (ICI) Air Conditioning Unit	$78.75	$78.75
Reusable Products	$166.50/tonne	$40.00/$m^3$
Scrap Metal	$53.25/tonne	$26.75/$m^3$
Clean Wood Waste	$86.75/tonne	$20.75/$m^3$
Yard and Garden Waste: Per Container (applies to first 2 Containers)	$3.25 ea	$3.25 ea
Yard and Garden Waste: Loads > two Containers	[4]$66.50/tonne	[4]$13.25/$m^3$
Chipped Yard and Garden Waste: Loads > two Containers	[4] [5]$66.50/tonne	[4] [5]$13.25/$m^3$
Tires off rim	$3.75 ea	$3.75 ea
Tires on rim (inner diameter of 20" or smaller or marked P, LT or T)	$20.00 ea	$20.00 ea
Tires on rim (inner diameter larger than 20" or not marked P, LT or T)	$73.25 ea	$73.25 ea
Tires on rim marked LS	$159.75 ea	$159.75

DRAFT

Schedule A-1: User Fees: Central Sub-Region	[1]Weight-based fee	[2]Volume based fee
Rejected Tires off rim	$18.25	$18.25
Bicycle Tire Bundle	$3.75	$3.75
Organic Waste: Per Container (applies to first 4 Containers)	$2.75ea	$2.75 ea
Organic Waste	$106.50/tonne	$26.75/$m^3$
Rejected Organic Waste	$332.75/tonne	Not Accepted
Dehydrated Kitchen Waste	$166.50/tonne	$40.00/$m^3$
Out-Of-Area Kitchen Waste	$156.25/tonne	$39.00/$m^3$

Other Fees	Fee
Charge to weigh a Vehicle for a person not Disposing of or Depositing Municipal Solid Waste	$6.50
Application fee for Waste Soil	$133.00
Questionnaire fee for Waste Soil	$66.50
Special handling fees (subject to Schedule C) for Asbestos - Friable, Asbestos - Non Friable, Bulky Waste, Condemned Foods, Dead Animals and Parts, Food Processing Waste, Rejected Organic Waste	Rate for quantities less than 1.5 m^3 = $33.25 Rates for all other quantities will be estimated in advance by the Manager and will reflect actual labour and equipment costs expected to be incurred by the RDCK plus a 20% administration fee
Charge for Mixed Waste loads containing more than 10% Recyclable Materials which are not otherwise considered Prohibited Waste	[6] Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for Unsecured Loads	Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for Loads of Source Separated Waste that are Contaminated	Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for a container larger than the maximum size	Double applicable user fee (subject to Section 6 (3) of this bylaw)

(1) Applicable at Resource Recovery Facilities equipped with a weigh scale.
(2) Applicable at Resource Recovery Facilities not equipped with a weigh scale.
(3) Fee applies only to categories of Controlled Waste that are accepted at Transfer Stations. Refer to Schedule C for Controlled Waste acceptance at Transfer Stations.
(4) Fee to dispose of up to a single Load per day of Yard & Garden Waste is waived during the months of May and October.
(5) Fee to dispose of Chipped Yard & Garden Waste is reduced to $26.75 /tonne year round at the Central Transfer Station.
(6) Double applicable user fee for Mixed Waste loads containing more than 10% Organic Waste only applies at the Central Landfill and the Grohman Narrows Transfer Station.

Minimum Charge for any material with a weight-based fee.	The equivalent of 100kg of material to be applied at both scaled and volume-based facilities, with a minimum charge of $6.50 and maximum charge of $16.50.

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SCHEDULE A-2 OF BYLAW NO. 2961: USER FEES: WEST SUB-REGION

Schedule A-2: User Fees: West Sub-Region	[1]Weight-based fee	[2]Volume based fee
Municipal Solid Waste		
Mixed Waste: Per Container (applies to first 4 Containers)	$3.75 ea	$3.75 ea
Mixed Waste: Minimum charge for all weighed loads larger than 4 Containers.	$16.50	$16.50
Mixed Waste	$166.50/tonne	$40.00/$m^3$
Mixed Waste (compacted)	$166.50/tonne	$53.25/$m^3$
Construction, Demolition and Renovation Waste	$266.25.00/tonne	$66.50/$m^3$
Land Clearing Debris including tree stumps	$266.25/tonne	$66.50/$m^3$
Contaminated Wood Waste	$166.50/tonne	$40.00/$m^3$
Controlled Waste (See Bylaw Schedule C)		
Controlled Waste specified in Schedule C that is not otherwise specified in this Schedule A-2	$166.50/tonne	[3]$40.00/$m^3$
Asbestos	$332.75/tonne	Not Accepted
Bulky Waste	$293.00/tonne	Not Accepted
Municipal Wastewater Biosolids	$66.50/tonne	Not Accepted
Noxious Weeds (Source Separated)	No Charge	No Charge
Noxious Weeds (not Source Separated)	$166.50/tonne	$40.00/$m^3$
Rubble	$166.50/tonne	$87.75/$m^3$
Waste Soil	$66.00/tonne	$98.50/$m^3$
Uncontaminated Soil	$28.25/tonne	$42.50/$m^3$
Recyclable Materials		
Excluded ODS-Containing Products	$20.00ea	$20.00ea
ODS-Containing Products	No Charge	No Charge
Non-ODS Containing Products	No Charge	No Charge
Propane Tanks	No Charge	No Charge
Heavy Duty Industrial, Commercial or Institutional (ICI) Air Conditioning Unit	$78.75	$78.75
Reusable Products	$166.50/tonne	$40.00/$m^3$
Scrap Metal	$53.25/tonne	$26.75/$m^3$
Clean Wood Waste	$86.75/tonne	$20.75/$m^3$
Yard & Garden Waste: Per Container (applies to first two Containers)	$3.25 ea	$3.25 ea

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Schedule A-2: User Fees: West Sub-Region	[1]Weight-based fee	[2]Volume based fee
Yard & Garden Waste: Loads > two Containers	[4]$66.50/tonne	[4]$13.25/$m^3$
Chipped Yard & Garden Waste: > two Containers	[4]$66.50/tonne	[4]$13.25/$m^3$
Tires off rim	$3.75 ea	$3.75 ea
Tires on rim (inner diameter of 20" or smaller or marked P, LT or T)	$20.00 ea	$20.00 ea
Tires on rim (inner diameter larger than 20" or not marked P, LT or T)	$73.25 ea	$73.25 ea
Tires on rim marked LS	$159.75 ea	$159.75 ea
Rejected Tires off rim	$18.25 ea	$18.25 ea
Bicycle Tire Bundle	$3.75 ea	$3.75 ea
Organic Waste: Per Container (applies to first four Containers)	$2.75ea	Not Accepted
Organic Waste	$106.50/tonne	Not Accepted
Rejected Organic Waste	$332.75/tonne	Not Accepted
Dehydrated Kitchen Waste	$166.50/tonne	Not Accepted

Other Fees	Fee
Charge to weigh a Vehicle for a person not Disposing of or Depositing Municipal Solid Waste	$6.50
Application fee for Waste Soil	$133.00
Questionnaire fee for Waste Soil	$66.50
Special handling fees (subject to Schedule C) for Asbestos - Friable, Asbestos - Non Friable, Bulky Waste, Condemned Foods, Dead Animals and Parts, Food Processing Waste, Rejected Organic Waste	Rate for quantities less than 1.5 m^3 = $33.25 Rates for all other quantities will be estimated in advance by the Manager and will reflect actual labour and equipment costs expected to be incurred by the RDCK plus a 20% administration fee
Charge for Mixed Waste loads containing more than 10% Recyclable Materials which are not otherwise considered Prohibited Waste	[5]Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for Unsecured Loads	Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for Loads of Source Separated Waste that are Contaminated	Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for a container larger than the maximum size	Double applicable user fee (subject to Section 6 (3) of this bylaw)
Asbestos Disposal Cancellation Fee for less than 12 hours notice	$66.50

(1) Applicable at Resource Recovery Facilities equipped with a weigh scale.
(2) Applicable at Resource Recovery Facilities not equipped with a weigh scale.
(3) Fee applies only to categories of Controlled Waste that are accepted at Transfer Stations. Refer to Schedule C for Controlled Waste acceptance at Transfer Stations.
(4) Fee to dispose of up to a single Load per day Yard & Garden Waste is waived during the months of May and October.
(5) Double applicable user fee for Mixed Waste loads containing more than 10% Organic Waste only applies at the Ootischenia Landfill.

Minimum Charge for any material with a weight-based fee.	The equivalent of 100kg of material to be applied at both scaled and volume-based facilities, with a minimum charge of $6.50 and maximum charge of $16.50.

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SCHEDULE A-3 OF BYLAW NO. 2961: USER FEES: EAST SUB-REGION

Schedule A-3: User Fees: East Sub-Region	[1]Weight-based fee	[2]Volume based fee
Municipal Solid Waste		
Mixed Waste: Per Container (applies to first four containers)	$3.75 ea	$3.75 ea
Mixed Waste: Minimum charge for all weighed loads larger than four Containers.	$16.50	$16.50
Mixed Waste	$166.50/tonne	$40.00/$m^3$
Mixed Waste (compacted)	$166.50/tonne	$53.25/$m^3$
Construction, Demolition and Renovation Waste	$266.25/tonne	$66.50/$m^3$
Land Clearing Debris including tree stumps	$ 266.25/tonne	$66.50/$m^3$
Contaminated Wood Waste	$166.50/tonne	$40.00/$m^3$
Controlled Waste (See Bylaw Schedule C)		
Controlled Waste specified in Schedule C that is not otherwise specified in this Schedule A-3	$166.50/tonne	[3]$36.25/$m^3$
Asbestos	$332.75/tonne	Not Accepted
Bulky Waste	$293.00/tonne	Not Accepted
Municipal Wastewater Biosolids	$66.50/tonne	Not Accepted
Noxious Weeds (Source Separated)	No Charge	No Charge
Noxious Weeds (not Source Separated)	$166.50/tonne	$40.00/$m^3$
Rubble	$166.50/tonne	$87.75/$m^3$
Waste Soil	$66.00/tonne	$98.50/$m^3$
Uncontaminated Soil	$28.25/tonne	$42.50/$m^3$
Recyclable Materials		
Excluded ODS-Containing Products	$20.00ea	$20.00ea
ODS-Containing Products	No Charge	No Charge
Non-ODS Containing Products	No Charge	No Charge
Propane Tanks	No Charge	No Charge
Heavy Duty Industrial, Commercial or Institutional (ICI) Air Conditioning Unit	$78.75	$78.75
Reusable Products	$166.50/tonne	$40.00/$m^3$
Scrap Metal	$53.25/tonne	$26.75/$m^3$
Clean Wood Waste	$86.75/tonne	$20.75/$m^3$
Yard & Garden Waste: Per Container (applies to first two Containers)	$3.25 ea	$3.25 ea

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Schedule A-3: User Fees: East Sub-Region	[1]Weight-based fee	[2]Volume based fee
Yard & Garden Waste: Loads > two Containers	[4]$66.50/tonne	[4]$13.25/$m^3$
Chipped Yard & Garden Waste: Loads > two Containers	[4] [5] $66.50/tonne	[4] [5]$13.25/$m^3$
Tires off rim	$3.75 ea	$3.75 ea
Tires on rim (inner diameter of 20" or smaller or marked P, LT or T)	$20.00 ea	$20.00 ea
Tires on rim (inner diameter larger than 20" or not marked P, LT or T)	$73.25 ea	$73.25 ea
Tires on rim marked LS	$159.75 ea	$159.75 ea
Rejected Tires off rim	$18.25	$18.25
Bicycle Tire Bundle	$3.75	$3.75
Organic Waste: Per Container (applies to first four Containers)	$2.75ea	Not Accepted
Organic Waste	$106.50/tonne	Not Accepted
Rejected Organic Waste	$332.75/tonne	Not Accepted
Dehydrated Kitchen Waste	$166.50/tonne	Not Accepted

Other Fees	Fee
Charge to weigh a Vehicle for a person not Disposing of or Depositing Municipal Solid Waste	$6.50
Application fee for Waste Soil	$133.00
Questionnaire fee for Waste Soil	$66.50
Special handling fees (subject to Schedule C) for Asbestos - Friable, Asbestos - Non Friable, Bulky Waste, Condemned Foods, Dead Animals and Parts, Food Processing Waste, Rejected Organic Waste	Rate for quantities less than 1.5 m^3 = $33.25 Rates for all other quantities will be estimated in advance by the Manager and will reflect actual labour and equipment costs expected to be incurred by the RDCK plus a 20% administration fee
Charge for Mixed Waste loads containing more than 10% Recyclable Materials which are not otherwise considered Prohibited Waste	[6] Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for Unsecured Loads	Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for Loads of Source Separated Waste that are Contaminated	Double applicable user fee (subject to Section 6 (2) of this bylaw)
Charge for a container larger than the maximum size	Double applicable user fee (subject to Section 6 (3) of this bylaw)
Asbestos Disposal Cancellation Fee for less than 12 hours notice	$66.50

(1) Applicable at Resource Recovery Facilities equipped with a weigh scale.
(2) Applicable at Resource Recovery Facilities not equipped with a weigh scale.
(3) Fee applies only to categories of Controlled Waste that are accepted at Transfer Stations. Refer to Schedule C for Controlled Waste acceptance at Transfer Stations.
(4) Fee to dispose of up to a single Load per day of Yard & Garden Waste is waived during the months of April and October.
(5) Fee to dispose of Chipped Yard & Garden Waste is reduced to $26.75 /tonne year round at the Creston Landfill.
(6) Double applicable user fee for Mixed Waste loads containing more than 10% Organic Waste only applies at the Creston Landfill.

Minimum Charge for any material with a weight-based fee.	The equivalent of 100kg of material to be applied at both scaled and volume-based facilities, with a minimum charge of $6.50 and maximum charge of $16.50.

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SCHEDULE B OF BYLAW NO. 2961: RECYCLABLE MATERIALS

a. Accepted for Deposit at Landfills and Transfer Stations:
    1. ODS Containing Products
    2. Scrap Metal
    3. Clean Wood Waste
    4. Yard and Garden Waste
    5. Propane Tanks

b. Accepted for Deposit at Product Stewardship Depots, where they exist:
    1. Antifreeze
    2. Beverage containers
    3. Electronic and electrical products
    4. Fluorescent tubes and bulbs
    5. Gasoline
    6. Lead-acid Batteries
    7. Packaging and Printed Paper as defined in the Recycling Regulation
    8. Paint Products
    9. Pesticide Products
    10. Pharmaceutical Products
    11. Rechargeable Batteries
    12. Solvents and Flammable Liquids
    13. Tires as defined in the Recycling Regulation
    14. Used Oil
    15. Used Oil Containers
    16. Used Oil Filters
    17. Other designated product categories established by the Recycling Regulation

c. Accepted for Deposit at Recycling Areas and Recycling Depots, where they exist:
    1. Glass Containers
    2. Metal Containers
    3. Mixed Waste Paper
    4. Old Corrugated Cardboard
    5. Plastic Bags and Overwrap
    6. Other Flexible Plastic Packaging
    7. Foam Packaging
    8. Other Recyclable Containers
    9. Plastic Containers #1 - #7

d. Accepted for Deposit at Organic Waste Processing Facilities, and designated Landfills and Transfer Stations:
    1. Organic Waste

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SCHEDULE C OF BYLAW NO. 2961: CONTROLLED WASTE

SCHEDULE C: CONTROLLED WASTE		
Material Type	**Specifications / Restrictions**	**Accepted for Disposal at:**
Animal Feces	2	Landfills and Transfer Stations Only
Asbestos- Friable	1, 4, 5, 6, 8	Landfills Only
Asbestos- Non friable	1, 5, 6, 8	Landfills Only
Municipal Wastewater Biosolids	5, 6, 7, 18	Landfills Only
Municipal Wastewater Residuals	5, 6, 7, 8, 18	Landfills Only
Buckets	3	Landfills and Transfer Stations Only
Bulky Waste	5, 6, 7, 8	Landfills Only
Condemned Foods	1, 6, 22	Landfills Only
Dead Animals and Parts [quantities less than 1 container sized 81 cm by 102 cm (32" by 40") or 121 L (27 imperial gallons)]	2, 20	Landfills and Transfer Stations Only
Dead Animals and Parts [quantities greater than 1 container sized 81 cm by 102 cm (32" by 40") or 121 L (27 imperial gallons)]	5, 6, 8, 10, 20	Landfills Only
Dusty Material	2	Landfills and Transfer Stations Only
Food Processing Waste (quantities greater than 1.5 m^3)	5, 8, 15	Landfills Only
Fuel Tanks	9	Landfills and Transfer Stations Only
Industrial Waste	5, 7, 10	Landfills Only
Infested Vegetation	2, 6	Landfills Only
Land Clearing Debris (quantities greater than 1.5 m^3)	5, 8	Landfills Only
Large Load	10, 12	Landfills Only
Noxious Weeds	13, 17	Landfills and Transfer Stations Only
Rubble	11, 14	Landfills and Transfer Stations Only
Tight-Head Barrels	3	Landfills and Transfer Stations Only
Tires	19	Landfills and Transfer Stations Only
Waste Soil	7, 16, 17, 18	Landfills and Transfer Stations Only
Yard & Garden Waste	21	Landfills and Transfer Stations Only

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Specifications and Restrictions

1. Material must be double-bagged in 6mil Poly Bags.
2. Material must be double-bagged (any thickness bag).
3. Lids must be removed so that the Attendant may inspect for liquids. Container must not have contained any hazardous materials at any time.
4. Material must be manifested or documented as required by the Regional District and by the British Columbia Ministry of Environment.
5. Forty-eight (48) hours advance notice must be given to the Regional District prior to Disposal. (The Manager may at his/her discretion permit Disposal with less than 48 hours notice.)
6. Materials must be disposed of at a time designated by the RDCK.
7. Advance written approval required from the Manager prior to Disposal.
8. Special handling fees apply. Quantities in excess of 1.5 m^3 require advance estimate of special handling fees by the Manager.
9. Tank must be cut open so that the Site Operator or Attendant may inspect for liquids.
10. Material may be accepted at Transfer Stations at the discretion of the Manager with advance notice.
11. Accepted at Transfer Stations in quantities less than 1.5 m^3. Individual pieces must be smaller than 30 cm^3. Maximum three loads per day.
12. Compact/crushed material may be accepted at Transfer Stations with written approval of the Manager.
13. Material must be bagged in transparent bags. Materials must be sealed and contained in a manner which prevents the ripping of bags. Alternative containment methods for large quantities may be approved in advance by the Manager.
14. Rebar must not project from the surface of Concrete by more than 30 cm.
15. Must not contain Dead Animals and Parts.
16. Prior to Disposal, a Waste Soil Disposal Application must be submitted to, and approved by, the Manager. An application fee of $100 is required for each Disposal request. The application must be accompanied by documents that meet the requirements of the Regional District's Soil Acceptance Policy, including soil analysis information and assurances from a qualified professional. Loads less than 1.5 m^3 may be exempt from these restrictions if no signs of contamination are present. The Regional District reserves the right to refuse Disposal of any load of Waste Soil.
17. Accepted at Transfer Stations in quantities less than 1.5 m^3. Maximum one load per day per customer.
18. Laboratory results must be submitted to the Manager, as requested. The laboratory results must be accompanied by a tabulated document that clearly identifies the material as meeting the required Provincial and Federal limits for safe disposal at a landfill.
19. Inside and/or rims of Tires must be free of any foreign material such as soil, debris or organic matter.
20. Disposal of Dead Animals and Parts must be done in accordance with the most recent Operational Certificate for the Landfill designated for final disposal; requirements and restrictions governing this disposal can vary between Operational Certificates.
21. Loads of Yard & Garden Waste >2.5 m^3, during periods when tipping fees have been waived, are accepted for disposal at landfills only and are limited a maximum daily disposal of one load per customer.
22. Waste materials disposed at RDCK Organic Processing Facilities do not require specification #1, as cited in Schedule C.

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SCHEDULE D OF BYLAW NO. 2961: PROHIBITED WASTE

The following items are not accepted for Disposal at RDCK facilities. Facilities may have recycling options for some items:

1. Antifreeze
2. Auto Hulks
3. Biomedical Waste
4. ODS Containing Products
5. Free Liquid
6. Gas Cylinders
7. Gasoline
8. Hazardous or Reactive Chemicals
9. Hazardous Waste
10. Hydrocarbon Contaminated Soil
11. Ignitable Materials
12. International Waste
13. Lead-acid Batteries
14. Loads containing materials that are smoldering or on fire
15. Out-of-Area Municipal Solid Waste
16. Paint Products
17. Pesticide Products
18. Petroleum By-products
19. Pharmaceutical Products
20. Radioactive Material
21. Rechargeable Batteries
22. Refuse that would cause undue risk of injury or occupational disease to any person at the Resource Recovery Facility or that would otherwise contravene the Occupational Health and Safety Regulation B.C. Reg. 296/97 enacted pursuant to the *Workers Compensation Act*, as amended or replaced from time to time
23. Steel Cable that is not cut to 1.25 m lengths, on a spool, or coiled and tied in six places
24. Solvents and Flammable Liquids
25. Specified Risk Material
26. Tight-head Barrels
27. Tires designated with a tread code of C, E, G, L, or IND
28. Used Oil
29. Used Oil Containers
30. Used Oil Filters
31. Waste Sharps
32. Such other materials as are designated by the Manager from time to time to be inappropriate for Disposal at a Resource Recovery Facility for environmental reasons or reasons related to the safe or efficient operation of the facility

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SCHEDULE E OF BYLAW NO. 2961: RESOURCE RECOVERY FACILITIES

SCHEDULE E: RESOURCE RECOVERY FACILITIES	
Name & Civic Address	**Legal Description**
Balfour Transfer Station and Core Recycling Depot 821 Heyland Road	Lot 15 Plan NEP762 District Lot 192 Kootenay Land District Lease #27254.
Boswell Transfer Station and Satellite Recycling Depot 12575 Hepher Road	Lot 1 Plan NEP84075 District Lot 5027 Kootenay Land District.
Burton Transfer Station and Satellite Recycling Depot 248 Caribou Creek Road	Lot 1 Plan NEP6834 District Lot 7700 Kootenay Land District.
Central Transfer Station and Compost Facility 550 Emerald Road	Lot A Plan NEP14234 District Lot 1236 Kootenay Land District.
Crawford Bay Transfer Station and Core Recycling Depot 16798 Crawford Creek Road	Portions of Lot 8 and 9 Plan NEP1316 District Lot 4595 Kootenay Land District Subsidy Lot 26, exc Area Outlined on License 401486.
Crescent Valley Core Depot 1385 Hwy 6	District Lot 303 Kootenay Land District Parcel A, Ref Pl 90583i Of Pcl 2.
Creston Landfill, Compost Facility and Satellite Recycling Depot 1501 Mallory Road	Section 13 and Section 24 Township 7 Kootenay Land District Exc Blk A and B.
Creston Core Recycling Depot 412 Helen Street	Lot 1 Plan Nep79844 District Lot 892 Kootenay Land District
Edgewood Transfer Station and Core Recycling Depot 8855 Highway 6	Lot 6 Block 6 and Lot 7 Plan NEP1214 District Lot 7892 Kootenay Land District Except Plan 8062.
Grohman Transfer Station and Satellite Recycling Depot 1201 Insight Drive	Lot A Plan NEP16929 District Lot 8370 Kootenay Land District Except Plan NEP82204.
Kaslo Transfer Station and Core Recycling Depot 1302 Kaslo West Road	Sublot 1, District Lot 819, Kootenay District, Plan X77.
Kokanee Park Marina Satellite Recycling Depot 5110 Highway 3A	Plan Nep8876 District Lot 789 Kootenay Land District Parcel A, (See Xb26846), Manufactured Home Reg. # B13553.
Marblehead Transfer Station and Satellite Recycling Depot 13825 Highway 31	District Lot 826 Kootenay Land District Except Plan RW Pl 674P 458I 6456.
Nakusp Landfill and Core Recycling Depot 1420 Hot Springs Road	District Lot 863 Kootenay Land District Exc (1) Blk A-C (2) Pl 9020.
Nelson Core Recycling Depot 70 Lakeside Drive	Lot A Plan NEP11613 District Lot 2627 Kootenay Land District Except Plan 18679.
Ootischenia Landfill and Core Recycling Depot 671 Columbia Road	Lot 1 Plan NEP6599 District Lot 4598 Kootenay Land District Lease/Permit/Licence # 340791, (2ndly) Pt Sublot 23 Pl X34 for Disposal of Refuse Purposes.

SCHEDULE E: RESOURCE RECOVERY FACILITIES	
Name & Civic Address	**Legal Description**
New Denver Core Recycling Depot 611 Slocan Avenue	Not Applicable.
Riondel Satellite Recycling Depot 232 Fowler Street	Not Applicable.
Rosebery Transfer Station 5250 Highway 6	District Lot 8422 Kootenay Land District Except Plan NEP20747.
Salmo Core Recycling Depot 1003 Glendale Avenue	Not Applicable.
Slocan Transfer Station and Core Recycling Depot 8875 Harold Street	Lot 2 and 3 Plan NEP76640 District Lot 395 Kootenay Land District.
Winlaw Satellite Recycling Depot 5700 Highway 6	Not Applicable.
Yahk Transfer Station and Satellite Recycling Depot 8790 Railway Ave	District Lot 4683 Kootenay Land District Parcel 1, (See 184985I).
Ymir Transfer Station and Satellite Recycling Depot 190 Oscar Bear Road	Lots 7 and 8 and Portions of Lots 5, 6, 10 and 11 and Lane, Block H, District Lot 1242, Kootenay District, Plan 640.

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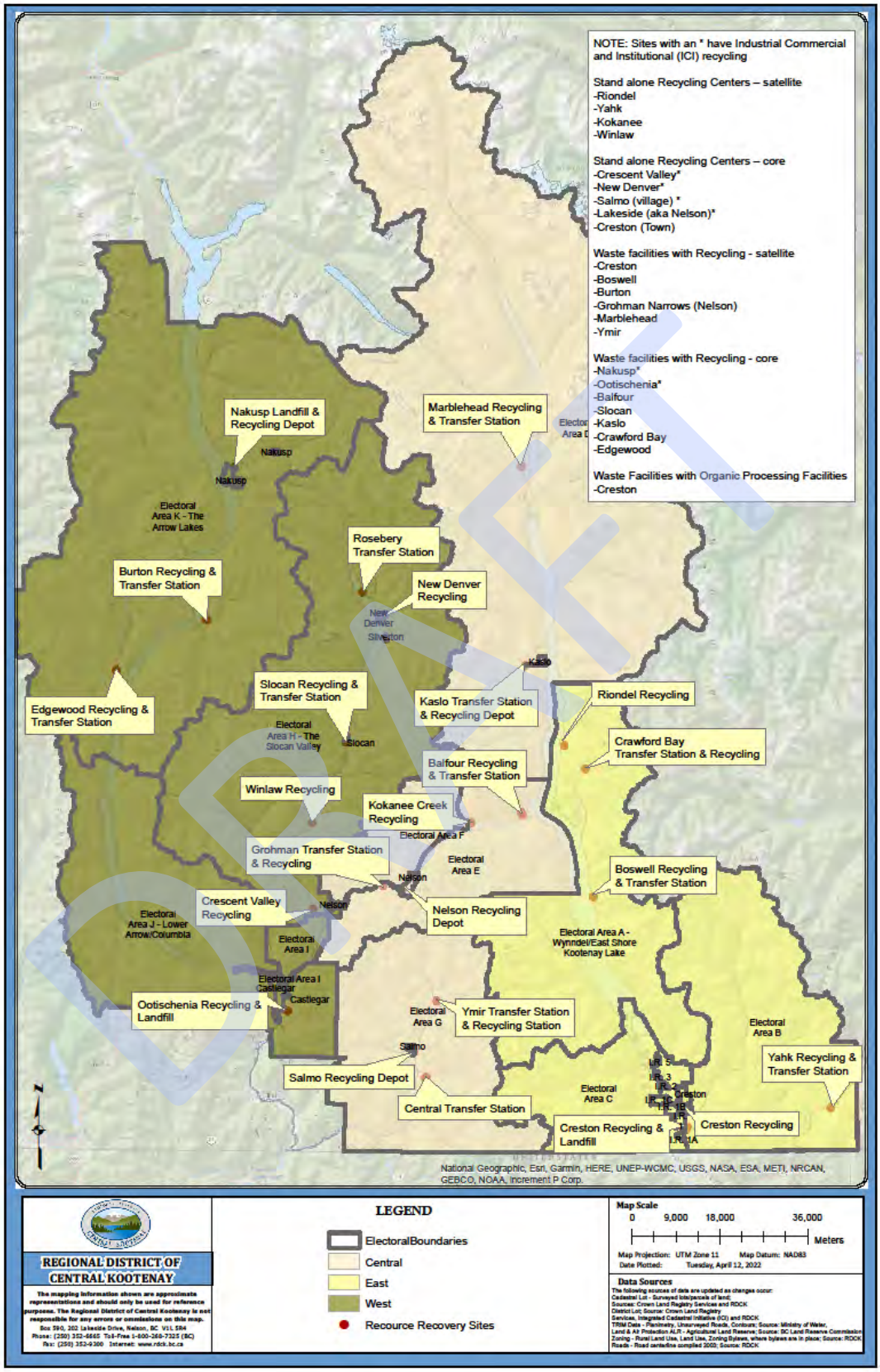
SCHEDULE F OF BYLAW NO. 2961: REGIONAL MAP



SCHEDULE G OF BYLAW NO. 2961: NOXIOUS WEEDS

SCHEDULE G: NOXIOUS WEEDS	
Common Name	**Latin Name**
African-rue	*Peganum harmala* L.
Baby's Breath	*Gypsophila paniculata*
Black Henbane	*Hyoscyamus niger* L.
Blueweed	*Echium vulgare*
Brazilian Elodea/Waterweed	*Egeria densa Planch.*
Buffalobur	*Solanum rostratum*
Bur Chervil	*Anthriscus caucalis*
Burdock	*Arctium minus*
Common Bugloss	*Anchusa officinalis*
Common Crupina	*Crupina vulgaris* Cass.
Common Reed	*Phragmites australis* subspecies *australis*
Cordgrass, Common	*Spartina anglica*
Cordgrass, Dense-flower	*Spartina densiflora*
Cordgrass, Salt Meadow	*Spartina patens*
Cordgrass, Smooth	*Spartina alterniflora*
Crupina	*Crupina vulgaris*
Dodder	*Cuscuta spp.*
Downy Brome	*Bromus tectorum*
Dyer's Woad	*Isatis tinctoria* L.
Eurasian Water-Milfoil	*Myriophyllum spicatum*
False-brome, Slender	*Brachypodium sylvaticum*
Field Scabious	*Knautia arvensis*
Flowering Rush	*Butomus umbellatus* L.
Foxtail, Slender/Meadow	*Alopecurus myosuroides* Huds.
Fuller's Teasel	*Dipsacus fullonum*
Garlic Mustard	*Alliaria petiolata*
Giant Hogweed	*Heracleum mantegazzianum*
Giant Mannagrass/Reed Sweetgrass	*Glyceria maxima*
Goatsrue	*Galega officinalis* L.
Gorse	*Ulex europaeus*
Greater Celandine	*Chelidonium majus*
Hairy Cat's Ear	*Hypochaeris radica*
Halogeton/Saltover	*Halogeton glomeratus*
Hawkweed , Orange	*Hieracium aurantiacum*
Hawkweed, Mouse-ear	*Hieracium pilosella*
Hawkweed, Yellow	*Hieracium spp.*
Himalayan Blackberry	*Rubus armeniacus*
Hoary Alyssum	*Berteroa incana*
Hoary Cress	*Cardaria draba*
Hound's-tongue	*Cynogolssum officinale*

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SCHEDULE G: NOXIOUS WEEDS	
Common Name	**Latin Name**
Hyacinth, Water	*Eichhornia crassipes*
Hydrilla	*Hydrilla verticillata*
Japanese Butterbur	*Petasites japonicus*
Johnsongrass	*Sorghum halepense*
Jointed Goatgrass	*Aegilops cylindrical*
Knapweed, Bighead	*Centaurea macrocephala* Puschk. ex Willd.
Knapweed, Black	*Centaurea nigra*
Knapweed, Brown	*Centaurea jacea*
Knapweed, Diffuse	*Centaurea diffusa*
Knapweed, Meadow	*Centurea pratensis*
Knapweed, Russian	*Acroptilon repens*
Knapweed, Spotted	*Centaurea biebersteinii*
Knapweed, Squarrose	*Centaurea virgata* Lam. ssp. squarrosa (Boissier) Gugler
Knotweed, Bohemian	*Fallopia x bohemica*
Knotweed, Giant	*Fallopia sachalinensis*
Knotweed, Himalayan	*Polygonum polystachyum*
Knotweed, Japanese	*Fallopia japonica*
Kudzu	*Pueraria montana* (Lour.) Merr. var. lobata (Willd.) Maesen & S. Almeida
Locust, Black	*Robinia psudoacacia*
Locust, Bristly	*Robinia hispida*
Longspine Sandbur	*Cenchrus longispinus*
Loosestrife, Garden Yellow	*Lysimachia vulgaris* L.
Loosestrife, Purple	*Lythrum salicaria*
Meadow Clary	*Salvia pratensis* L.
Medusahead	*Taeniatherum caput-medusa*
Nightshade, Silverleaf	*Solanum elaeagnifolium* Cav.
North Africa Grass	*Ventenata dubia* (Leers) Coss.
Nutsedge, Purple	*Cyperus rotundus* L.
Nutsedge, Yellow	*Cyperus esculentus*
Oxeye daisy	*Leucanthemum vulgare*
Perennial Pepperweed	*Lepidium latifolium*
Policeman's Helmet/Himalayan Balsam	*Impatiens glandulifera*
Puncturevine	*Tribulus terrestris*
Queen Anne's Lace	*Daucus carota*
Red Bartsia	*Odontites serotina* Dum.
Reed, Giant	*Arundo donax* L.
Ricefield/Bog Bulrush	*Schoenoplectus mucronatus* (L.) Palla
Rush Skeletonweed	*Chondrilla juncea*
Russian Olive	*Elaeagnus angustifolia*
Sage, Clary	*Salvia sclarea* L.
Sage, Mediterranean	*Salvia aethiopis* L.
Salt Cedar	*Tamarix aphilla*

SCHEDULE G: NOXIOUS WEEDS	
Common Name	**Latin Name**
Scentless Chamomile	*Matricaria maritima*
Scotch Broom	*Cytisus scoparius*
Shiny Geranium	*Geranium lucidum* L.
Siberian Elm	*Ulmus pumila*
Sowthistle, Annual	Sonchus oleraceus
Sowthistle, Perennial	*Sonchus arvensis*
Spring Milletgrass	*Milium vernale M. Bieb.*
Spurge Flax	*Thymelaea passerina* (L.) Coss. & Germ.
Spurge, Cypress	*Euphorbia cyparissias*
Spurge, Eggleaf	*Euphorbia oblongata* Griseb.
Spurge, Leafy	*Euphorbia esula*
St. John's Wort	*Hypericum perforatum*
Starthistle, Iberian	*Centaurea iberica* Trev. ex Sprengel
Starthistle, Purple	*Centaurea calcitrapa* L.
Starthistle, Yellow	*Centaurea solstitialis*
Sulphur Cinquefoil	*Potentilla recta*
Syrian Bean-Caper	*Zygophyllum fabago* L.
Tansy, Common	*Tanacetum vulgare*
Tansy, Ragwort	*Senecio jacobaea*
Texas Blueweed	*Helianthus ciliaris* DC.
Thistle, Bull	*Cirsium vulgare*
Thistle, Canada	*Cirsium arvense*
Thistle, Italian	*Carduus pycnocephalus* L.
Thistle, Marsh Plume	*Cirsium palustre*
Thistle, Milk	*Silybum marianum*
Thistle, Nodding	*Carduus nutans*
Thistle, Plumeless	*Carduus acanthoides*
Thistle, Scotch	*Onopordum acanthium*
Thistle, Slenderflower	*Carduus tenuiflorus* W. Curtis
Thorn, Camel	*Alhagi maurorum* Medik.
Toadflax, Common	*Linaria vulgaris*
Toadflax, Dalmatian	*Linaria dalmatica*
Toadflax, Yellow	*Linaria vulgaris*
Velvetleaf	*Abutilon theophrasti*
Wild Four O'Clock	*Myrabilis nyctaginea*
Wild Oats	*Avena fatua*
Wormwood	*Artemesia absinthium*
Yellow Bedstraw	*Galium verum*
Yellow Flag Iris	*Iris pseudocorus*

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Additional Priority Plants	
Common Name	**Latin Name**
Greater knapweed	
Butterfly bush	*Buddleja davidii*
Caraway	Carum carvi
Chicory	*Chicorium intybus*
Chilean tarweed	Madia sativa
Colt's foot	*Tussilago spp.*
Comfrey	*Symphytum spp.*
Common periwinkle	*Vinca minor*
Creeping buttercup	*Ranunculus repens*
Curled dock	Rumex crispus
Dame's rocket	*Hesperis matronalis*
English ivy	*Hedera helix*
Fiddleneck	*Amsinckia*
Field bindweed	*Convulvulus arvensis*
Flat pea	*Lathyrus sylvestrus*
Gorse	*Ulex europaeus*
Goutweed (Bishop's weed)	*Aegopodium podagraria*
Meadow goat's beard	*Tragopogon pratensis*
Mullein	Verbascum thapsis
Night-flowering catchfly	*Silene noctiflora*
Norway maple	*Acer platanoides*
Sheep sorrel	*Rumex acetosella*
Sweet fennel	Foeniculum vulgare
Tall buttercup	Ranunculus acris
Tartary buckwheat	*Fagopyrum tataricum*
Wall lettuce	*Lactuca muralis*
Western goat's beard	*Tragopogon dubius*
White cockle	*Lychnis alba*
Wood sage	Salvia nemorosa
Yellow archangel	*Lamium galeobdolon*

Additional Aquatic Priority Plants	
Common/European frog-bit	*Hydrocharis morsus-ranae*
Fanwort	*Cabomba caroliniana*
Feathered mosquito fern	*Azolla pinnata*
Fragrant water lily	*Nymphaea odorata*
Giant salvinia	*Salvinia molesta*
Parrotfeather milfoil	*Myriophyllum aquaticum*
Variable-leaf milfoil	*Myriophyllum heterophyllum*
Water chestnut	*Trapa natans*
Yellow floating heart	*Nymphoides peltata*
Curly-leaf pondweed	*Potamogeton crispus*

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SCHEDULE H OF BYLAW NO. 2961: MATERIALS ACCEPTED FOR DISPOSAL AT RDCK ORGANIC WASTE PROCESSING FACILITIES

The following items are accepted for Disposal at RDCK Organic Waste Processing Facilities.

1. Animal bedding
2. Brewery waste/winery waste
3. Butchery Waste
4. Condemned Foods
5. Fish wastes
6. Kitchen Waste
7. Grass
8. Livestock Manure
9. Leaves
10. Milk Processing Waste
11. Plant matter derived from processing plants
12. Small twigs less than 2” in diameter and 12” in length
13. Food Processing Waste
14. Biomass-Based Certified Compostable Plastics

Note: Disposal of Organic Wastes at Organic Waste Processing Facilities in quantities greater than 1.5 m^3 must first obtain permission Forty-eight (48) hours in advance from the Regional District prior to Disposal. (The Manager may at his/her discretion permit Disposal with less than 48 hours notice.)

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SCHEDULE I OF BYLAW NO. 2961: MATERIALS PROHIBITED FOR DISPOSAL AT RDCK ORGANIC WASTE PROCESSING FACILITIES

The following items are not accepted for Disposal at RDCK Organic Waste Processing Facilities.

1. Animal Bones greater than 2" in diameter
2. Any Materials identified in Schedule H containing more than 5% Free Liquids
3. Non-Biomass-Based Certified Compostable Plastics
4. Cattle waste from abattoirs
5. Plastic Containers
6. Cooking oil or used cooking oil, except as a residual in cooked or prepared foods or other Kitchen Wastes and comprising less than 5% of the total volume
7. Dead Animals and Parts
8. Diatomaceous earth, or any other natural/organic filtering product from brewing operations
9. Domestic septic tank sludge
10. Fruit and Vegetable stickers
11. Grease Trap Waste
12. Kitty litter and pet feces
13. Infested Vegetation
14. Municipal Wastewater Biosolids
15. Non-organics wastes, or waste containing any of the following:
    a. Asbestos or asbestos-containing materials
    b. Biomedical waste
    c. Hazardous waste
    d. Car wash sump waste
    e. Sulfur-containing waste materials
    f. Drywall waste
    g. Construction and demolition waste
16. Noxious/Invasive weeds
17. Pet hair or human hair
18. Specific Risk Materials
19. Recyclable Materials
20. Ash and Soot
21. Plastic Bags and Overwrap

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SCHEDULE O: OPERATIONAL CERTIFICATE MR16913

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PROVINCE OF
BRITISH COLUMBIA

Creston

Environmental Protection Division
#401-333 Victoria Street
Nelson, British Columbia V1L 4K3
Telephone: (250) 354-6355
Fax: (250) 354-6332

MINISTRY OF WATER, LAND
AND AIR PROTECTION

OPERATIONAL CERTIFICATE
MR-16913

Under the Provisions of the Waste Management Act

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

BOX 590

202 LAKESIDE DRIVE

NELSON, BRITISH COLUMBIA

V1L 5R4

is authorized to discharge refuse to the land and to store recyclable material from MUNICIPAL, COMMERCIAL AND LIGHT INDUSTRIAL SOURCES located in Electoral Areas A, B and C, of the Regional District of Central Kootenay, including the municipality of Creston, British Columbia, subject to the conditions listed below. Contravention of any of these conditions is a violation of the Waste Management Act and may result in prosecution.

This Operational Certificate supersedes and amends all previous versions of Permit **PR-01416** issued under Part 2, Section 10 of the Waste Management Act.

1. AUTHORIZED WASTE MANAGEMENT FACILITIES

1.1 This subsection applies to the landfilling of residual waste that cannot be recycled.

The authorization is restricted to residual waste originating from the Town of Creston, Electoral Area A, Electoral Area B and Electoral Area C of the Regional District of Central Kootenay. The site reference number for this discharge is E211933.

1.1.1 The average rate of discharge is 1.14 kg/person/day.

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1.1.2 The characteristics of landfilled wastes shall be typical residential, commercial, institutional and light industrial waste but excluding:

- Special Waste, unless accompanied by written authorization of the Regional Waste Manager.
- Waste oils
- *Rubber tires
- Vehicle hulks
- Automobile batteries
- Septic tank effluent
- ODS containing appliances
- **Dead animals and slaughter house, or fish hatchery wastes, and by-products.
- Bulk liquids and semisolid sludges which contain free liquid.
- Human anatomical and animal waste components of biomedical waste and the untreated non-anatomical waste component of biomedical waste.

* Medium and off-road truck tires may be incorporated into the landfill if it can be demonstrated that they hold intrinsic value as a substitute for a product and that they are:

- free of contaminants; and

- will not cause pollution.

** Discharge of carcasses shall be limited to animal road kills and those of a domestic nature that have received veterinary certification as being clear of communicable diseases. Carcasses are to be covered immediately with a minimum of one (1) meter of suitable soil cover.

1.1.3 Notwithstanding the requirements of subsection 1.1.2., the disposal of waste asbestos in compliance with the requirements of the Special Waste Regulation under the Waste Management Act (B.C. Reg. 63/88, O.C. 268/88) is hereby approved.

1.1.4 The authorized works are sanitary landfill, recycling/storage area, and related appurtenances approximately located as shown on attached Site Plan A.

1.1.5 The authorized works must be complete and in operation on and from the date of this operational certificate.

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1.1.6 The location of the discharge is that land located on Part of the Northwest Quarter of the Unsurveyed Portion of Section 13, Township 7, and DL 10772, Section 24, PID 014-586-932, Kootenay District.

1.2 This subsection applies to the storage of recyclable waste.

Recyclable waste is defined as a product or substance that has been diverted from disposal, has no reuse value in its present form and satisfies at least one of the following criteria:

- is organic material that has been diverted from residential, commercial or institutional sources and is capable of being composted, or is being composted on-site;
- is managed as a marketable commodity with an established market by the owner or operator of the site;
- is being used in the manufacture of a new product that has an established market or is being processed as an intermediate stage of an existing manufacturing process;
- has been identified as a recyclable material in the Plan.

1.2.1 The recyclable wastes authorized for on-site storage shall include:

- Rubber tires
- **Automobile batteries
- Glass containers
- Ferrous and non-ferrous metals
- Auto hulks
- Paper
- Cardboard
- Plastics
- Compostables
- Construction/deconstruction debris

**To be stored in accordance with the Special Waste Regulations.

1.2.2 The designated area must be identified, complete and in operation on and from the date of this operational certificate.

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2. SANITARY LANDFILL OPERATIONAL REQUIREMENTS

2.1 Landfill Operation

The Regional District of Central Kootenay shall maintain the landfill authorized in Subsection 1.1. as a Sanitary Landfill operation in accordance with the Landfill Criteria for Municipal Solid Waste (1993), except as specified herein.

2.2 Landfill Site Development

Discharge of municipal solid waste into water is prohibited. The Regional District of Central Kootenay shall construct adequate surface water and groundwater diversion works to minimize surface water run-off and groundwater seepage from entering the landfill.

The site will be developed as an area fill landfill. Each cell must be constructed to final contour and each cell covered to final cover specifications upon completion.

2.3 Waste Deposition and Compaction

Waste shall be spread in thin layers, of approximately 0.6 meters in thickness, or less, on the working face and compacted. The working face area shall not exceed a vertical height of 3 meters and shall be maintained at a slope of between 25 and 30 degrees.

2.4 Daily Cover

Suitable soil cover material shall be applied to a compacted depth of at least 0.15 meters on all exposed solid waste at the end of each day that municipal solid waste is discharged to the landfill site. Alternate daily cover may be applied if approved in writing by the Regional Waste Manager.

2.5 Final Cover

Final cover shall consist of a minimum of 1 meter of low permeability ($<1x10^{-5}$ cm/s) compacted soil or equivalent, plus a minimum of 0.15 meter of topsoil with approved vegetation established. Final cover is to be constructed with slopes between 4% and 33% with appropriate run-on/run-off drainage controls and erosion controls. An assessment of the need for gas collection and recovery systems shall be made so that, in the event such systems are required, cover can be appropriately designed and constructed. Final cover shall be installed within 150 days of cell completion or on any formerly active trench which will not receive additional refuse within the next year. Completed portions of the landfill are to progressively receive final cover during the active life of the landfill.

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2.6 Cover During Extreme Weather Conditions

During periods of extreme weather conditions, such as those that cause the ground to freeze, an exemption to the daily cover requirement may be approved by the Regional Waste Manager upon written request.

2.7 Scavenging and Salvaging

Uncontrolled scavenging of waste is prohibited. The controlled salvaging of waste by the landfill operator or persons authorized by the Regional District of Central Kootenay is encouraged if areas or facilities for separation and storage of recyclable or reusable materials are provided.

3. DESIGN AND PERFORMANCE REQUIREMENTS

3.1 Ground and Surface Water Quality Impairment

The authorized landfill shall be operated in such a manner such that ground or surface water quality in existing or potential future water supply aquifers or surface waters, does not decrease beyond that allowed by the Approved and Working Criteria for Water Quality prepared by the Water Management Division of the Ministry of Sustainable Resource Management, or other appropriate criteria, at or beyond the Landfill property boundary. The appropriate water quality criteria for this site may be specified by the Regional Waste Manager after reviewing existing and potential future uses of the ground and surface water resource.

In the event that contaminants discharged from the landfill result in excursions from the established groundwater criteria, the Regional District of Central Kootenay shall submit a leachate management plan to the Regional Waste Manager for approval.

3.2 Public Health, Safety and Nuisance

This landfill shall be operated in a manner such that it will not become a significant threat to public health or safety, or a public nuisance is created with respect to unauthorized access, roads, traffic, noise, dust, litter, vectors, or wildlife attraction.

3.3 Dust Control

Dust created within the landfill property shall be controlled, using methods and materials acceptable to the Regional Waste Manager, such that it does not cause a public nuisance.

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3.4 Litter Control

Litter shall be controlled by compacting the waste, minimizing the work face area, applying cover at the required frequencies, providing litter control fences and instituting a regular litter pickup and general good housekeeping program or as specified by the Regional Waste Manager.

3.5 Vector and Wildlife Control

Vectors (carriers capable of transmitting a pathogen from one organism to another including, but not limited to flies and other insects, rodents, and birds) shall be controlled by the application of cover material at the required frequency or by such additional methods as specified by the Regional Waste Manager.

This landfill shall be operated so as to minimize the attraction of wildlife such as bears and birds by applying cover at required frequencies and instituting a good housekeeping program.

3.6 Site Access

Appropriately constructed and maintained access roads capable of supporting all vehicles hauling waste, are required during the operating life of the landfill.

3.7 Waste Reduction and Alternate Disposal

The Ministry of Water, Land and Air Protection has developed a policy to reduce, recycle and reuse solid wastes. The certificate holder is encouraged to segregate for recycling and reuse, where possible, materials destined for disposal at this site.

In certain landfill environments, some construction and demolition debris may create air and water quality concerns. If problems arise at this site that are attributable to specific wastes, the Regional Waste Manager may require that alternate disposal/storage procedures be implemented.

3.8 Signs

A sign or signs shall be posted at the main entrance gate with the following current information:

- Site name
- Owner and Operator
- Contact phone number and address for owner and operator
- Phone number in case of emergency

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- Hours of operation
- Materials/waste banned
- Tipping fees

3.9 Site Security

Locking gates shall be installed at all access routes to the landfill site. Gates, perimeter fencing and/or barriers shall be installed where necessary to prevent unauthorized access to the site by vehicles. Gates shall be locked during non-operating hours.

A site attendant shall be present when the gates are open.

3.10 Closure Plan

A closure plan for the present landfill cell is to be submitted for the approval of the Regional Waste Manager on or before January 31, 2005. The closure plan shall include:

- Anticipated total waste tonnage, and anticipated closure date.
- A topographic plan showing the final elevation contours of the landfill and surface water diversion and drainage controls.
- Final cover design.
- Ongoing rodent and nuisance wildlife control procedures.
- Proposed end use of property.
- An assessment of the potential for emission of landfill gas.
- A post-closure groundwater monitoring plan.
- A plan for operation of leachate collection and treatment systems (if required), for a minimum post-closure period of 25 years.
- An estimated cost to carry out closure and post-closure activities for a minimum period of 25 years.

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4. MONITORING AND REPORTING REQUIREMENTS

4.1 Environmental Impact

Inspections of the landfill will be carried out by the Environmental Protection Division of the Ministry of Water, Land and Air Protection as part of the routine inspection procedure. Based on these inspections and any other information available to the Regional Waste Manager on the effect of the operation on the receiving environment, the certificate holder may be required to undertake additional monitoring and/or install additional pollution abatement works.

4.2 Process Monitoring

4.2.1 Measurements of Refuse and Recyclables

The quantity of all wastes entering the landfill shall be measured using methods approved by the Regional Waste Manager.

The quantity of waste material diverted and removed from the waste stream shall be measured using methods approved by the Regional Waste Manager.

4.2.2 Reporting

Records of the above shall be suitably tabulated and be made available to the Regional Waste Manager upon request.

4.3 Groundwater Monitoring

The Regional District of Central Kootenay shall institute a groundwater monitoring program that is designed to assess and identify:

- the impact of the approved works on groundwater quality and the potential impact of identified contamination on adjacent Kootenay River wetlands, Kootenay River and the Kutenai Band's potable water supply.

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4.3.1 Monitoring Parameters and Frequency

The Regional District of Central Kootenay shall carry out the following groundwater monitoring program:

Monitoring Wells		TYPE OF PROGRAM	FREQUENCY	GROUNDWATER PARAMETERS
MW-2	E221707	ASSESSMENT	Q	Table **B.**
MW-3	E221708	ASSESSMENT	Q	Table **B.**
MW-4	E221709	ASSESSMENT	Q	Table **B.**
MW-6	E234710	ASSESSMENT	Q	Table **B.**
MW-7	E234712	ASSESSMENT	Q	Table **B.**
MW-8	E234713	ASSESSMENT	Q	Table **B.**
MW-9	E234714	ASSESSMENT	Q	Table **B.**
MW-10	E234711	ASSESSMENT	Q	Table **B.**
SURFACE DRAINAGE				
E243769		ASSESSMENT	**A**	Table **B(1).**
KUTENAI WATER SUPPLY				
E243770		ASSESSMENT	**A**	Table **B.**

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Table A.

DETECTION MONITORING
Groundwater Parameters

Parameters	Freq	Background mg/l	BCE Drinking mg/l	BCE Aquatic mg/l	Analytical results mg/l	Detection limits mg/l
GENERAL						
Static Water Level	Q					
Total Alkalinity	Q					**0.1**
Chloride	Q		250 mg/l	0.1		**0.01**
Sulphate	Q		500	100		**0.01**
Turbidity	Q		1 NTU			**1 NTU**
Conductivity	Q		700uS/cm			**2uS/cm**
Hardness	Q		100			**1**
pH	Q		6.5-8.5	6.5-9.0		
Chemical Oxygen Demand	Q					
Ammonia	Q		N	0.01		**0.01**
Nitrate	Q		10	200		**10**
Nitrite	Q		1.0	0.06		**0.06**
Total Kjeldahl Nitrogen (N)	Q					**0.05**
DISSOLVED METALS**						
Aluminium	A		0.2	0.1		**0.1**
Antimony	A		0.006			**0.006**
Arsenic	A		0.025			**0.025**
Barium	A		1.0			**0.1**
Boron	A		5.0			**0.2**
Cadmium	A		0.005	0.00001		**0.005**
Calcium	A		N			**0.02**
Chromium	A			0.001		**0.001**
Copper	A		0.5	.09 X hardness+2		**0.002**
Iron	A		0.03			**0.03**
Lead	A		0.01	0.003		**0.003**
Magnesium	A		100			**0.05**
Manganese	A		0.05			**0.05**
Molybdenum	A		0.25	2.0		**0.20**
Nickel	A		0.025			**0.020**
Phosphorus	A		0.01	N		**0.01**
Potassium	A		N			**0.01**
Selenium	A		0.01			**0.01**
Sodium	A		200			**0.1**
Zinc	A			0.03		**0.03**

M = MONTHLY
A = ANNUAL
Q = QUARTERLY

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Table B.

ASSESSMENT MONITORING
Groundwater Parameters

Parameters	Freq	Backgrnd mg/l	BCE Drinking mg/l	BCE Aquatic mg/l	Analytical Results mg/l	Detection Limit (mg/L)
GENERAL						
Static Water Level	Q					
Temperature	Q					
Total Alkalinity	Q					**0.1**
Chloride	Q		250	0.1		**0.01**
Sulphate	Q		500	100		**0.01**
Total Hardness	Q		100	N		**1**
Non Filterable Residue	Q					**5**
Conductivity	Q		700uS/cm			2uS/cm
pH	Q		6.5-8.5	6.5-9.0		
DISSOLVED METALS**						
Aluminium	Q		0.2	0.1		**0.1**
Antimony	Q		0.006	N		**0.006**
Arsenic	Q		0.025	N		**0.025**
Barium	Q		1.0	N		**0.1**
Boron	Q		5.0	N		**0.2**
Cadmium	Q		0.005	0.00001		**0.005**
Calcium	Q		N	N		**0.02**
Chromium	Q		N	0.001		**0.001**
Copper	Q		0.5	.09 X hardness+2		**0.01**
Iron	Q		0.03	N		**0.03**
Lead	Q		0.01	0.003		**0.001**
Magnesium	Q		100	N		**0.1**
Manganese	Q		0.05	N		**0.05**
Molybdenum	Q		0.25	2.0		**0.02**
Nickel	Q		0.025	N		**0.02**
Phosphorus	Q		0.01	N		**0.02**
Potassium	Q		N	N		**0.01**
Selenium	Q		0.01	N		**0.001**
Sodium	Q		200	N		**2**
Zinc	Q		N	0.03		**0.03**
Mercury	Q					
Total Organic Carbon	Q					**0.5**
VOCs	A					
Ammonia	Q		N	0.01		**0.01**
Nitrate	Q		10	200		**10**
Nitrite	Q		1.0	0.06		**0.06**
Total Kjeldahl Nitrogen (N)	Q					**0.05**
LANDFILL GAS Methane	Q					

M = MONTHLY
A = ANNUAL
Q = QUARTERLY

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Table B (1). SURFACE WATER ASSESSMENT MONITORING

Parameters	Freq	Backgrnd mg/l	BCE Drinking mg/l	BCE Aquatic mg/l	Analytical Results	Detection Limit (mg/l)
GENERAL						
Temperature	A					
Total Alkalinity	A					**0.1**
Chloride	A		250	0.1		**0.01**
Sulphate	A		500	100		**0.1**
Total Hardness	A		100			**1**
Conductivity	A		700uS/cm			**2uS/cm**
pH	A		6.5-8.5	6.5-9.0		
DISSOLVED METALS**	A					
Aluminium	A		0.2	0.1		**0.1**
Antimony	A		0.006	N		**0.006**
Arsenic	A		0.025	N		**0.025**
Barium	A		1.0	N		**0.1**
Boron	A		5.0	N		**0.2**
Cadmium	A		0.005	0.00001		**0.005**
Calcium	A		N	N		**0.02**
Chromium	A		N	0.001		**0.001**
Copper	A		0.5	.09 X hardness+2		**0.01**
Iron	A		0.03	N		**0.03**
Lead	A		0.01	0.003		**0.001**
Magnesium	A		100	N		**0.1**
Manganese	A		0.05	N		**0.05**
Molybdenum	A		0.25	2.0		**0.02**
Nickel	A		0.025	N		**0.02**
Phosphorus	A		0.01	N		**0.02**
Potassium	A		N	N		**0.01**
Selenium	A		0.01	N		**0.001**
Sodium	A		200	N		**2**
Zinc	A		N	0.03		**0.03**
NITROGEN	A					
Nitrate	A		10	200		**0.1**

M = MONTHLY
A = ANNUAL
Q = QUARTERLY

NOTE: Sediment analysis may be required if surface water quality is degraded (i.e. doesn't meet WQ guidelines).

** Total metals should also be measured once/year as means for quality assurance.
Note: pH and conductivity should be measured in situ.

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4.4 Analyses

Analyses are to be carried out in accordance with procedures described in the "British Columbia Environmental Laboratory Manual for the Analysis of Water, Wastewater, Sediment and Biological Materials, (March 1994 Permittee Edition)" or by suitable alternative procedures as authorized by the Regional Waste Manager.

A copy of the above manual may be purchased from the Queen's Printer Publication Centre, P. O. Box 9452, Stn. Prov. Govt. Victoria, British Columbia, V8W 9V7 (1-800-663-6105 or (250) 387-6409). A copy of the manual is also available for inspection at all Environmental Protection offices.

4.5 Sampling Location and Techniques

Sampling and flow measurement shall be carried out in accordance with the procedures described in the "British Columbia Field Sampling Manual for Continuous Monitoring Plus the Collection of Air, Air-Emission, Water, Wastewater, Soil, Sediment, and Biological Samples, (November 1996 Permittee Edition)" or by suitable alternative procedures as authorized by the Regional Waste Manager.

A copy of the above manual may be purchased from the Queen's Printer Publication Centre, P. O. Box 9452, Stn. Prov. Govt. Victoria, British Columbia, V8W 9V7 (1-800-663-6105 or (250) 387-6409). A copy of the manual is also available for inspection at all Environmental Protection offices.

4.6 Record Keeping

The Regional District of Central Kootenay shall record and maintain the following information both on-site and at their legal address:

- a copy of the operational certificate.
- contingency plan and notification procedures.

Data generated from the groundwater monitoring program shall be stored in chronological files. Data shall be stored in computerised data bases that have the facilities for performing statistical analysis of the data, and for creating time base plots of selected data.

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4.7 Reporting

The discharger must prepare and submit a quarterly "Exception Report", comparing water quality analysis with the appropriate criteria as listed in Subsection 4.3.1. The report format shall be suitable for release to the public.

The first quarterly report shall be submitted for review of the Regional Waste Manager by September 30, 2003.

The discharger must prepare and submit an annual report, which must include a compendium of the all required monitoring data. The annual report must document any effect of the discharge on the quality of the receiving environment using appropriate statistical and graphical analysis.

All reports must be submitted, suitably formatted (EMS) and tabulated on a computer storage media, or by prior arrangement, electronically transmitted directly to the B.C. Environment central computer system.

The first annual report shall be submitted for review of the Regional Waste Manager by March 31, 2004. The annual report shall also contain:

- Total tonnage of waste discharged into the landfill for the year as well as the calculated per capita waste generation rate.
- Approved design volume.
- Remaining site life and capacity.
- Operational Plan for the next 12 months.
- Operational and maintenance expenditures.

4.8 Annual Review of Operational Certificate Conditions

The conditions of this Operational Certificate are to be reviewed annually by the Environmental Protection Division of the Ministry of Water, Land and Air Protection in concert with the Regional District of Central Kootenay on or before March 31, 2004. The need for increased or decreased monitoring or the need to upgrade existing works will be based on this review.

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SCHEDULE P: CONTRACT DEFINITIONS

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

Active Face means the area of the working face that has not been covered by Alternate Daily Cover and/or Daily Cover Material.

Alternate Daily Cover means an approved material used to cover the Active Face at the end of each working day that prevents access to the refuse by vectors and to prevent wind-blown litter. The preferred Alternate Daily Cover are Iron Grizzly steel plates. Plates are owned by the RDCK and available on site for use by the Contractor throughout the term of the Contract.

Asbestos – Friable means any waste containing asbestos that:

a) When dry, can be easily crumbled or pulverized to powder by hand, and;

b) Is in a concentration greater than 1% either at the time of manufacture, or as determined using a method specified in Section 40(1) of the Hazardous Waste Regulation.

Asbestos – Non-Friable means waste containing non-friable asbestos in which the asbestos fibres are bound or locked into the product matrix, so that the fibres are not readily released.

Asphalt means a petroleum by-product mixed with gravel, crushed rock, or other aggregate, that is used for paving roadways, driveways, parking areas and other surfaces.

Biomedical Waste means materials defined as such under the Hazardous Waste Regulation and includes, but is not limited to: human anatomical waste, animal waste, microbiology laboratory waste, human blood and body fluid waste, and Waste Sharps generated at human or animal health care facilities, medical or veterinary research and teaching establishments, clinical testing or research laboratories, and facilities involved in the production or testing of vaccines.

Biosolids means stabilized municipal sewage sludge resulting from a municipal waste water treatment process or septage treatment process which has been sufficiently treated to reduce pathogen densities and vector attraction to allow the sludge to be beneficially recycled.

Bulky Waste means:

a) single items with a volume greater than 5.1 m3 (180 ft3) or any single dimension which exceeds 488 cm (16') including but not limited to recreational vehicles, pre-fabricated homes, trailers, hot tubs and watercraft;

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b) other articles that the Manager determines require special handling and Disposal techniques by reason of their size, or other difficult handling.

Cell means an area within the Landfill that is contained on all sides with Intermediate Cover Material. Cells should be constructed systematically in one direction by advancing the Active Face.

Change Order means a written communication issued by the Resource Recovery Manager setting forth the authorized amount which is to be paid to the Contractor for the changes in the Work ordered by a Field Order, or the authorized amount which is to be deducted from the Contract Price as a credit on account of the changes in the Work order by a Field Order.

Clean Wood Waste means clean, organic wood material including, but not necessarily limited to kiln dried dimensional lumber such as wood pallets which:

a) Is free of Composite Wood Waste, paints, stains, glues, plastics, Preserved Wood, rocks, metals (other than nails and screws), wire, fiberglass, Asphalt Roofing Material, melamine, paper backings, Furniture and Cabinetry, and other non-wood materials; and

b) if it is more than 61 cm (2') in width or diameter at any point, is no more than 2.4 m (8') in length.

Composite Wood Waste means wood that has been manufactured into dimensional lumber using glue or adhesives, including particleboard, oriented strand board, medium-density fiberboard (MDF), and plywood.

Compost Facility means a facility that processes organic matter to produce compost.

Compost Facility Operator means the Operator that is operating the Creston Compost Facility.

Concrete means a hardened mixture of cement that includes sand, gravel or other aggregate, and that may be reinforced with lengths of rebar.

Construction, Demolition and Renovation Waste means:

a) mixed Municipal Solid Waste material resulting from the construction, demolition, renovation and repair of structures, roads, sidewalks and utilities, including but not limited to: Asphalt, bricks, Concrete, other masonry materials, roofing materials including Asphalt Roofing Material, stucco, rock, glass, wood, wood products, Preserved Wood, wall covering, plaster, gypsum board or wallboard, counter tops, plumbing fixtures, scrap metal, rebar, ducting, electrical fixtures, electrical wiring, electrical components containing no hazardous materials, insulation that does not contain Asbestos, and soil, excluding Waste Soil.

b) loads of Preserved Wood.

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	Note: Clean, Source Separated Waste loads of Asphalt Roofing Material, Scrap Metal, Wood Waste, and Yard and Garden Waste are NOT Construction, Demolition, and Renovation Waste, and will be charged at their respective tipping fees
Contaminated Site Regulation	means BC Regulation 375/96 and all amendments.
Contamination or Contaminated	means the presence of another material in one category of Source Separated Waste, and includes, but is not limited to: the commingling of different Recyclable Materials; the commingling of different Controlled Waste; or the commingling of two or more of the following categories of waste: Mixed Waste, Recyclable Materials, Controlled Waste and Prohibited Waste.
Contaminated Wood Waste	means a wood material contaminated with any foreign material, including, but not necessarily limited to any of the following: paints, stains, glues, plastics, Preserved Wood, Composite Wood Waste, or Furniture and Cabinetry; and which is no more than 1.2 m (4') in length.
Contract Documents	means the Contract, the Contractor's Proposal Documents, the Request for Proposals documents and such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.
Contract Price	means the price to be paid by the RDCK for the supply of Services under the Contract.
Contractor	means the successful Proponent who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.
Controlled Waste	means Source Separated Waste categories, listed in Schedule C of the Resource Recovery Facilities Regulatory Bylaw, which because of their inherent nature and quantity may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution.
Controlled Waste Area	means an area of the Resource Recovery Facility designated for the Disposal of Controlled Waste.
Cover Soil	means soil, sediment or fill material containing contamination in concentrations less than the lowest applicable industrial (IL) land use standard in the Contaminated Sites Regulation, Schedule 3.1, or material that has been determined by the Manager to be suitable Cover Soil based on the Soil Questionnaire.
Daily Cover Material	means earth or other suitable and approved granular material exhibiting good workability, compaction characteristics and a low putrescible content, which shall

DRAFT

	be used to cover compacted Municipal Solid Waste at the Active Face on a daily basis to a thickness of 150 mm in those areas not covered by a steel plate or other Alternate Daily Cover.
Day	means the period of operating of the Landfill from opening the gates at the designated time in the morning to closing the gates and applying Alternate Daily Cover and/or Daily Cover Material after public closing hours in the afternoon.
Day's Refuse	means the total volume of Mixed Waste handled by the Contractor in a working day.
Dead Animals and Parts	means any deceased pets, wildlife, livestock or slaughter remains or offal thereof, including: bones, feathers, skin, and hair but excluding any Specified Risk Material or free bodily fluids.
Deposit	means the placement of Recyclable Materials and Reusable Products in an area designated for the receipt of those materials at a Resource Recovery Facility.
Dewatered	means waste material that passes the *Paint Filter Liquids Test, USEPA Method 9095A.*
Disposal	means the placement of Municipal Solid Waste into a Landfill or at a Transfer Station for eventual transport to a Landfill.
Dusty Material	means material that can become airborne when being disposed of, deposited, or managed at a Resource Recovery Facility and/or Compost Facility and which may subsequently pose a health risk or impair visibility, including but not limited to concrete dust, rock dust, Respirable crystalline silica, filter dust, gypsum dust, plaster dust, foundry dust, Sawdust, Organic Dust and Ash and Soot.
Environmental Management Act	means the *Environmental Management Act*, S.B.C. 2003, c. 53, and all regulations made under that *Act*.
Equipment or Plant	means anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein.
Excluded ODS-Containing Products	means ODS-containing products that are excluded from the MARR stewardship plan, including but not limited to water cooler/dispensers, large central air conditioner units, commercial or industrial cooler and refrigerated display units.
Field Order	means a written communication from the RDCK Representative to the Contractor, ordering changes in the Work, clarifying the Contract Documents, issuing instructions, or requesting information.

DRAFT

Fill Area means the area of the Landfill where Mixed Waste is actively being Disposed.

Force Majeure shall mean any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including:

(a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;

(b) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;

(c) explosion or fire;

G.S.T means the Good and Services Tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy in force from time to time.

Hazardous or Reactive Chemicals means gaseous, liquid or Municipal Solid Waste that:

a) is explosive, oxidizing or so unstable that it readily undergoes a violent change in the presence of air or water;

b) generates toxic gases, vapours or fumes by itself or when mixed with water; or

c) is polymerized in whole or in part by chemical action and causes damage by generating heat or increasing in volume.

Hazardous Waste means materials defined as such under the Hazardous Waste Regulation and includes, but is not limited to, toxins, poisons, corrosives, irritants, strong sensitizers, flammables, ignitable wastes, infectious wastes and Biomedical Waste.

Hazardous Waste Regulation means B.C Regulation 63/88 and all amendments.

Hydrocarbon Contaminated Soil means soil, sediment or fill material contaminated with a petroleum product, including but not limited to, gasoline, diesel, fuel oil, hydraulic oil and lubricating oil. Hydrocarbon Contaminated Soil must not have concentrations that would classify the soil to be a hazardous waste, including but not limited to Waste Containing Polycyclic Aromatic Hydrocarbon or containing any or all of the parameters listed in the Hazardous Waste Regulation, Section 41.1 table, Column I, in concentrations that exceed the standards specified in Column II.

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	Odorous soil should be analyzed for soil vapour in accordance with CSR Technical Guidance 4. Should the soil vapour concentrations be greater than CSR Schedule 3.3 IL standards, the soil is considered to be hydrocarbon contaminated soil even if the soil concentrations are less than IL standards.
Ignitable Materials	means having the properties of: a) flammable gas; b) flammable liquid; or c) flammable solids, substances liable to spontaneous combustion or substances that on contact with water emit flammable gases.
Industrial Waste	means any waste by-products originating from an industrial process operation including, but not limited to: forestry, pulp and paper, mining, agriculture, fisheries, electric and communications generation and transmission.
Infested Vegetation	means trees, shrubs, herbaceous plants or associated fruits that show the presence of Plant Disease, noxious insects, pathogens or related pests that have caused or are likely to cause significant damage to the trees, shrubs, herbaceous plants or associated fruit.
Inspector	means any member of the Royal Canadian Mounted Police, Nelson Police, the Regional District's Bylaw Enforcement Officer or his or her designate, and any other person appointed from time to time by the Regional District to administer and enforce this Bylaw.
Intermediate Cover Material	means mineral earth or other suitable inorganic material exhibiting good workability, compaction characteristics, fire retardant characteristics and a low putrescible content, which shall be used to cover the top of each Lift to a thickness of 300 mm. Shredded wood waste or other material with organic content greater than 10% is not acceptable.
International Waste	means waste surrendered at a Canada Border Services Agency (CBSA) site that has been generated outside of the Regional District.
Irrevocable Commercial Letter of Credit	means the Irrevocable Commercial Letter of Credit described in section 66 of the Service Agreement – Standard Terms and Conditions.
Land Clearing Debris	means any tree stumps, root mats, branches, brush, logs, vegetation, or other woody debris, generated from land clearing activity, that is greater than 15 cm (6") in diameter or greater than 1.25 m (4') in length, or that does not meet the definition of Wood Waste due to Contamination.

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Landfill	means a location for final Disposal of Municipal Solid Waste on land for which an Operational Certificate for the operation of a landfill has been issued to the Regional District under the *Environmental Management Act*.
Large Load	means a single load of Municipal Solid Waste that does not include any Hazardous, Recyclable, or Marketable Wastes, and that exceeds 2000 kg (4409 lb) net weight or 5.1m^3 (180 ft^3) in volume.
Layer	means a single thickness of Mixed Waste spread and compacted on the inclined Active Face with multiple passes of the compaction equipment. To achieve optimum compaction, Mixed Waste shall be spread in layers no thicker than 600 mm.
Lead-acid Batteries	means a product that falls under the 'Lead-acid Battery' product category in the Recycling Regulation.
Lead-Based Paint or Lead-Painted Wood	means paint produced pre-1970 often contained lead. Lead-based paint may crumble or become dust; exposure to lead-based paint dust or chips can cause serious health issues.
Lift	means a horizontal or near horizontal thickness of Mixed Waste used to construct a landfill phase in layer-cake fashion. Individual lifts shall be separated from each other by 300 mm of a continuous layer of Intermediate Cover Material. Lifts shall be 3300 mm thick (including Intermediate Cover Material), unless directed otherwise by a field order.
Maintenance" or "Maintain	means keeping property or equipment in good condition by making minor repairs, correcting problems, cleaning, and general care.
Major Appliances	means all products listed under the MARR list of products.
Manager	means the General Manager of Environmental Services of the Regional District or his or her designate.
Marketable Waste	means Recyclable Materials that can be managed through locally available recycling programs and for which a commercial market exists.
MARR	means the Major Appliance Recycling Roundtable, a not-for-profit stewardship agency created to implement and operate a stewardship plan for end-of-life major household appliances in the province of British Columbia on behalf of the major appliance producers who are obligated under the BC Recycling Regulation.
Metal Container	means any food or beverage container made of aluminum or tin-plated steel.

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Mixed Waste	means mixed categories of refuse generated by residential, commercial and institutional sources, other than Construction, Demolition and Renovation Waste, suitable for Disposal at a Resource Recovery Facility but does not include Prohibited Waste or Controlled Waste. Furniture and Cabinetry, Rubble and Contaminated Wood Waste are considered Mixed Waste.
MoE	means the authorized Representative of the Ministry of Environment and Parks responsible for administering the Landfill.
Municipal Solid Waste	means refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources, including Recyclable Material, or that is otherwise included in a waste management plan of the Regional District that has been approved under the *Environmental Management Act,* where that plan authorizes Disposal or Deposit of the refuse at a Resource Recovery Facility.
Municipal Wastewater Biosolids	means organic based material produced from the treatment of municipal wastewater, and is material which meets the applicable BC Contaminated Sites Regulation (CSR) Industrial Lands (IL) soil quality standards. Municipal Wastewater Biosolids are municipal wastewater treatment plant sludge material which has been Stabilized and Dewatered. Acceptable Municipal Wastewater Biosolids are suitable for augmenting the topsoil component of the landfill closure system and/or mitigate fugitive methane emissions, and for use as a feedstock or fertilizer in development of soil for landfill closure.
Municipal Wastewater Residuals	means Dewatered wastewater residuals which could include screenings, grit, oil, grease, or other material obtained from Pre-Treatment, Primary Treatment or other treatment of municipal wastewater which does not meet the requirements of Municipal Wastewater Biosolids, and is material which is not Hazardous Waste, as determined by the Hazardous Waste Regulation (HWR).
Non-ODS Containing Products	means Major Appliances that do not contain ODS, including clothes washers, clothes dryers, ranges, range hoods and downdrafts, built-in ovens, built-in and over the range microwave ovens, surface cooking units, dishwashers, food waste disposers, trash compactors, built-in electric water dispensers.
Notice to Proceed	means the notice described in section 21 of the Service Agreement – Standard Terms and Conditions.
Noxious Weeds	means all species designated within the Provincial and Regional Noxious Weed lists of the Weed Control Regulation (B.C. Reg. 66/1985) and all amending regulations and species that are classified by the Central Kootenay Invasive Plant Committee as priority species within the boundaries of the Regional District including, but not limited to species listed in Schedule "G" of the Resource

DRAFT

	Recovery Facilities Regulatory Bylaw.
ODS	means ozone depleting substances as defined under the BC Ozone Depleting Substances and Other Halocarbons Regulation (B.C. Reg. 389/99 as amended).
ODS-Containing Products	means Major Appliances containing a compressor and ODS, including refrigerators, wine coolers/beverage centres, freezers, room air conditioners, portable air conditioners and dehumidifiers.
Open Burning	means the combustion of Municipal Solid Waste in an open area whereby the gaseous products of combustion and contaminants are discharged directly to the open air.
Other Contractor	means any person or firm or corporation employed by the Owner other than through the Contractor.
Out-of-Area Municipal Solid Waste	means loads, or a portion thereof, of Municipal Solid Waste that originates from outside the administrative sub-regions of the Regional District as described in Schedule "F" of the Resource Recovery Facilities Regulatory Bylaw.
Overs	means pieces of organic material that have not finished decomposing or are too large to be distributed as a finished product. Overs left after screening may contain high enough levels of contaminants that the overs need to landfilled.
Owner	means the Regional District of Central Kootenay.
Pad	means an elevated area covered with road material that is used to turn vehicles. It is also used as an area to push refuse from.
Paint Filter Liquids Test, USEPA Method 9095A	means the method designed by the US Environmental Protection Agency (EPA) to determine the presence of Free Liquids in a representative sample of waste; in this test, a 100 millimeter sample of waste is placed in a conical, 400 micron paint filter. If any liquid passes through the filter in five minutes, the waste fails the test and is not considered to be a solid.
Pathogen	means an organism capable of causing disease in humans, animals or plants.
Person	means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.
Pre-Treatment	means the removal of solid foreign matter from wastewater by a screening process prior to treatment at a wastewater treatment plant.
Preserved Wood	means Wood Waste which has been:

DRAFT

a) Previously treated with creosote or other chemical preservatives including but not limited to: alkaline copper quaternary (ACQ), copper azole (CA), micronized copper azole (MCA), didecyl dimethyl ammonium carbonate (DDAC), disodium octaborate tetrahydrate (DOT or SBX), chromated copper arsenate (CCA), polycyclic aromatic hydrocarbons (PAHs), and ammonium copper arsenate (ACA) to prevent rotting;

b) Treated with fire retardant; or

c) Coated with paint containing lead in concentrations that are within the allowable concentration limit to not be considered Hazardous Waste.

Primary Treatment means the process in which heavy solids, oil, grease and light solids are removed from wastewater by means of settling or floating at a wastewater treatment plant.

Prime Contractor means the Prime Contractor as defined in section 118 of the *Worker's Compensation Act*.

Prohibited Waste means gaseous waste, liquid waste or other categories of Municipal Solid Waste not accepted for Disposal at Resource Recovery Facilities as specified in Schedule "D" of the Resource Recovery Facilities Regulatory Bylaw.

P.S.T means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.

Product Stewardship Materials means designated materials that fall under a specific product category of the Recycling Regulation, including, but not limited to, Antifreeze, beverage containers, electronic and electrical products, fluorescent tubes and bulbs, Gasoline, Lead-acid Batteries, Packaging and Printed Paper, Paint Products, Pesticides, Pharmaceutical Products, Rechargeable Batteries, Solvents, Flammable Liquids, Tires, Used Oil, Used Oil Containers, and Used Oil Filters, as those products are defined under the Recycling Regulation.

Product Stewardship Depots means Recycling Areas specifically designated for the collection of Product Stewardship Materials.

Prohibited Waste means gaseous waste, liquid waste or other categories of Municipal Solid Waste not accepted for Disposal at Resource Recovery Facilities as specified in Schedule D of the Resource Recovery Facilities Regulatory Bylaw.

P.S.T means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.

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Radioactive Material	means waste containing a prescribed substance as defined in the *Nuclear Safety and Control Act (S.C.1997, c. 9)* in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act.
RDCK, or **Regional District**	means the Regional District of Central Kootenay, a corporation under the *Local Government Act* having its offices and postal address at Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4.
RDCK Representative	means the RDCK representative identified on the first page of this Agreement.
Recyclable Materials	means the items listed in Schedule B of the Resource Recovery Facilities Regulatory Bylaw.
Regulations	means the Landfill Criteria for Municipal Solid Waste, 2nd Edition, June 2016 prepared by the BC Ministry of Environment and Climate Change Strategy and any subsequent editions of those regulations, as amended from time to time.
Requirements	means all of the requirements set out in the Request for Proposals and Instructions to Proponents, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.
Resource Recovery Facility	means a Landfill or Transfer Station leased, owned, or operated by the Regional District that is used for receiving Municipal Solid Waste for Disposal or Deposit.
RFP	means this Request for Proposals.
Road	means the designated areas within the Landfill with surfaces that have been prepared for vehicle traffic.
Scrap Metal	means recyclable ferrous and non-ferrous metallic materials, including, but not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, Steel Cable (cut into 1.25 m (4 ft) lengths, on a spool, or coiled and tied in six places), bathtubs, fuel tanks, fencing, bicycle frames, automotive body parts, machinery, garbage cans, metal furniture, tire rims, appliances and fixtures, but does not include: a) CFC/HFC Appliances unless properly certified as having refrigerants professionally removed; and b) Metal drums, cans, bulk storage tanks, and process vessels formerly containing Prohibited Waste materials, except if they are open top and cleaned out / rinsed clean.
Services	means all goods or services to be supplied under this Agreement and all else necessary for the execution, completion and fulfillment of the Requirements and as described in Schedules A-P of this Agreement.

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Landfill Site	means, if applicable, the place where the Services are to be supplied or utilized by the RDCK, namely Creston Landfill located at 1501 Mallory Road, Creston, BC.
Sites	means, if applicable, the place where the Services are to be supplied or utilized by the RDCK, namely the Creston Landfill located at 1501 Mallory Road in Creston, BC.
Small Load	means Municipal Solid Waste or Recyclable Material to be Disposed of or Deposited at a Resource Recovery Facility not exceeding 2000 kg (4409 lb) net weight at scaled sites or 5.1m^3 (180 ft^3) at volume based sites per open day per credit account holder, or per Vehicle (if Vehicle is not registered to an RDCK credit account). The Disposal or Deposit of certain categories of Controlled Waste is restricted to quantities less than those permitted in Small Loads and as described in Schedule "C" of the Resource Recovery Facilities Regulatory Bylaw.
Soil	includes (a) unconsolidated mineral or organic material, (b) rock, (c) fill, and (d) sediment deposited on land, but does not include the following, which are applied to land for a beneficial purpose in compliance with the Organic Matter Recycling Regulation or an authorization given under the Act: (e) sewage sludge; (f) composted organic materials; (g) products derived from the materials described in paragraph (e) or (f).
Source Separated Waste	means waste including, but not limited to: Controlled Waste, Yard and Garden Waste, Noxious Weeds, Recyclable Material, Scrap Metal or Wood Waste which is separated into clearly distinguishable accumulations of different types of materials, substances, or objects belonging in the particular class of waste being disposed of.
Specifications	means the requirements for and technical descriptions of the Services as detailed in Schedule A.
Specified Risk Material	means the skull, brain, trigeminal ganglia (nerves attached to the brain, eyes, tonsils, spinal cord) and dorsal root ganglia (nerves attached to spinal cord) of cattle aged 30 months or older, and the distal ileum (portion of the small intestine) of cattle of all ages. (Health of Animals Regulation (C.R.C., c, 296).
Strip	means a single horizontal row of cells within a single Lift, typically 10 m wide, extending from one edge of a phase to the other once the strip is completed. Lifts

DRAFT

	shall be constructed in a series of parallel strips, as shown in the Schedule H – Waste Fill Plans.
Sub-Contractor	means any sub-contractor of the Proponent, including those Sub-Contractors listed in Schedule E.
Supervisor	means the supervisor employed by the Contractor pursuant to sections 45 to 47 of the Service Agreement – Standard Terms and Conditions.
Supply or Provide	means supply and pay for or provide and pay for.
Steel Cable	includes wire rope or cable.
Tire	means the band of rubber placed over the rim of a wheel, including: P (Passenger Vehicle Tires), LT (Light Truck Tires), or T (Temporary Tires), RV and small utility trailer tires, motorcycle, turf and all-terrain vehicle tires, forklift, bobcat/skid steer, and LS (Logger/Skidder Tires), agricultural tires, and bicycle or inner tube of a bicycle wheel, but does not include: a) Tires designed for use on cycles, wheelchairs, or three-wheeled motorized devices designed for the transportation of persons with physical impairment; b) Tires designed for use on an aircraft or wheelbarrow; c) Tires that ordinarily have a retail value of less than $30, and; d) Tires marked with tread code C (Compactor), E (Earthmoving), G (Grader), L (Loader), IND (Industrial) or NHS (Not for Highway Service) generally referred to as Grader/Loader or Small-Off-The-Road or Large-Off-The-Road tires.
Transfer Station	means a Resource Recovery Facility operated under the control of the Regional District for temporary Disposal of Municipal Solid Waste in preparation for transportation to a Regional District Landfill.
Tree Stumps	means that part of a plant, tree, or shrub that remains attached to the roots after the trunk is cut and may include non-organic materials such as rocks, sand and soil.
Turn-Around	means an area used for vehicles to turn.
Vehicle	means a motor vehicle as defined under the *Motor Vehicle Act*.
Waste Soil	means contaminated soil that is not suitable for any land use specified in the Contaminated Sites Regulation. Soil that meets specifications defined by the Hazardous Waste Regulation is Hazardous Waste and not Waste Soil.
Wood Waste	means clean, organic wood material including, but not necessarily limited to kiln dried dimensional lumber such as wood pallets, chipped Wood Waste, demolition wood waste and Composite Wood Waste which:

DRAFT

a) is free of Preserved Wood, rocks, metals (other than nails and screws), wire, fiberglass, Asphalt Roofing Material, melamine, paper backings, and other non-wood materials; and

b) if it is more than 61 cm (2') in width or diameter at any point, is no more than 2.4 m (8') in length.

Work means all the labour, materials, equipment, supplies, services and all else necessary for the execution, completion and fulfillment of the Requirements.

Working Face means the area of the Landfill operation at which placing, spreading, compacting and covering of refuse is actively taking place.

Yard and Garden Waste means biodegradable, organic materials, substances or objects including, but not limited to: hedge clippings, weeds, shrubs, and shrub and tree branches less than 15 centimeters (6") in diameter, chipped Yard and Garden Waste, but does not include:

a) tree stumps;

b) Noxious Weeds;

c) plants or growing media that may have been identified by the Canadian Food Inspection Agency from time to time as infectious or potentially infectious and of which notice has been sent to the Regional District or publicized by the Canadian Food Inspection Agency;

d) plant and tree material in municipal street sweepings;

e) rocks, sand and Waste Soil; or

f) fruit or vegetable material

g) chipped Wood Waste.

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Committee Report

October 15, 2025

Household Hazardous Waste Collection Hauling Contract Award

Author:	Akane Norimatsu, Resource Recovery Technician
File Reference:	06-2230-10-2023
Electoral Area/Municipality:	CITY OF NELSON, VILLAGE OF SALMO, VILLAGE OF KASLO ELECTORAL AREA D,E,F,G
Services Impacted	S187 Refuse Disposal - Central Subregion

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with Environmental 360 Solutions Ltd. for the collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to a maximum value of $216,199 plus GST for the period of December 1, 2025 to November 30, 2028 with the possibility of two 1 year contract extensions upon mutual agreement, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

2.0 BACKGROUND/HISTORY

Terrapure Environmental Solutions (Terrapure) was awarded with the three year contract with two 1 year contract extension options in 2017 for the provision of required services for the annual HHW collection events. As the Nelson Leafs Eco-Depot (the Leafs) became a year-round Eco-Depot accepting NON-EPR HHW since 2019, the RDCK ceased hosting an annual HHW collection event in Nelson, and Terrapure assumed the contract for the identification, collection, transportation and recycling/disposal of NON-EPR HHW from the Leafs from 2019 till 2023. The acquisition of Terrapure was completed by Green For Life (GFL) Environmental in 2021, since then GFL Kelowna has been providing the above services to the Leafs.

As the RDCK Resource Recovery Plan (approved by the Ministry of Environment and Parks in 2021) states, the establishment of additional eco-depots in each sub-region is the most effective and cost efficient collection system. As it will be more efficient and cost effective to have one HHW hauling contractor for all of the Eco-Depots in the RDCK, the procurement for a new NON-EPR HHW hauling contractor has been pending since 2023 and monthly contract extension has been made between GFL Kelowna to continue the operation of the Nelson Leafs Eco-Depot.

On June 25, 2025, the RDCK issued the Request for Proposals: *Year-Round Residential Household Hazardous Waste Collection – Nelson Leafs Eco Depot* (Attachment A) to seek proposals from contractors for the provision of identification, collection, transportation and proper disposal/recycling of NON-EPR HHW collected from the Leafs for a term of 3 years (November 1 ,2025 – October 31, 2028) with options to extend for two 1 year periods upon mutual agreement.

Staff received 4 proposals from respondents and commenced an evaluation process. The results of the evaluation process are demonstrated in Section 3.0 and Financial Considerations related to the proposed solution are stated in Section 4.0 in this report. Staff recommend awarding the contract to Environmental 360 Solutions Ltd. for a total estimated contract cost of up to $216,199 which will be funded through S187- Central Resource Recovery Financial Plan for the term starting on November 1, 2025 to October 31, 2028 with two 1 year extension options.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

Staff received proposals from Green For Life Environmental Services Inc. (GFL), Clean Harbor (CH), North Wood Environmental Services Ltd. (NWES), and Environmental 360 Solutions (E360) on July 25, 2025. Staff performed an evaluation process, which included a weighted evaluation criteria as follows (Total weight 100 points):

- Proponents demonstrate adequate qualifications and references from previous experiences in similar projects to meet satisfactory performance in service described in the RFP. (Weighted 35 points)
- Proponents demonstrate effective contingency plans in the event of spills, fire, equipment unavailability, failure or breakdown and/or staff shortage to mitigate/minimize the impact to the services. (Weighted 10 points)
- Proponent's conformity to provide the service described in the RFP (Weighted 10 points).
- Proponent's prices based on estimated quantity from 2022 events (Weighted 35 points).
- Proponent demonstrates satisfactory environmental attributes to reduce corporate emission (Weighted 5 points)
- Any other value-added benefits offered by the Proponent which are not specifically addressed in Request for Proposal No. 2023-229-ENV (Weighted 5 points).

The results of the analysis are as follows:

Table1: Evaluation Results

Evaluation Criteria	GFL	CH	NWES	E360
Qualification and Experience	35/35	35/35	35/35	35/35
Conformity of the Proposal	10/10	10/10	10/10	10/10
Risk Management	10/10	10/10	8/10	10/10
Availability	10/10	8/10	10/10	10/10
Prices	29/35	11/35	17/35	35/35
Environmental Attributes	5/5	4/5	1/5	2/5
Others	0/5	5/5	5/5	0/5
Total Points	**89/100**	**73/100**	**76/100**	**92/100**

As the evaluation results demonstrate, each proponent demonstrated high level of experience, operational plans, risk management strategies and ability to provide the required services. E360 scored 92 out of 100 total points, which determined that the E360 would be the best suited contractor for this contract. E360 was awarded for the hauling and operating contractor for the RDCK Household Hazardous Waste (HHW) Collection Events in 2023. E360 also conducts multiple HHW collection events for municipalities such as City of Chilliwack, as well as pharmaceutical and pesticide collection event for Cleanfarms and monthly HHW collection and transportation for BASF Canada. E360 clearly demonstrated their capacity to provide the service listed in the RFP, with the most cost efficient manner to the RDCK.

3.1 Alignment to Board Strategic Plan

Innovate to Reduce the Impact of Waste

The RDCK Board Strategic Plan identifies the importance to invest in sustainable, cost-effective diversion programs for our residents.

3.2 Legislative Considerations

HHW hauling contractor is required to meet and follow strict regulations and standards that outline how hazardous wastes are to be transported in B.C. E360 obtains and maintains the required permit and licenses to handle and transport HHW. All waste will be transported, stored, and disposed of in accordance with the following legislation;

- Transportation of Dangerous Goods Regulations (SOR/2001-286).
- BC Environmental Management Act.
- BC Hazardous Waste Regulation (B.C. Reg. 64/2021).
- BC Spill Reporting Regulation (B.C. Reg. 221/2017).
- Canadian Environmental Protection Act, 1999.

3.3 What Are the Risks

There may be some time required for the Leafs staff to adjust to the new contractor.

4.0 PROPOSED SOLUTION

Awarding the Service Agreement for the provision of collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to Environmental 360 Solutions Ltd. and start commencing the service as of November 1, 2025 for three years with two 1 year contract extension options.

4.1 Financial Considerations of the Proposed Solution

The RDCK S187 Central Resource Recovery Financial Plan 2025 allocated $166,434 towards the operational expenses to the Leafs and the hauling and disposal expenses for collected NON-EPR HHW Materials. The RDCK executed the agreement with the Leafs to contribute up to $81,240 towards their operational expenses in 2025, therefore, $85,194 will be available towards hauling and disposal expenses of collected NON-EPR HHW materials. As Table 2 shows, the estimated total annual cost for E360 and GFL will stay within the allocated budget. E360 will be $13,128 under the allocated budget whereas it was approximately $1,234 for GFL.

Table2: Estimated Annual Costs for each proponent

	S187 budgets	GFL	Clean Harbor	NWES	E360
Contribution to the Leafs	$81,240	$81,240	$81,240	$81,240	$81,240
HHW Hauling and Disposal	$85,194	$83,960	$121,793	$108,802	$72,066
Total	**$166,434**	**165,200**	**$203,033**	**$190.042**	**153,306**

Each proponent was requested to present the price for both On-Demand and Milk Run (i.e. combining with other scheduled pick up services in the area). Based on the 2023 tonnage, the service was requested by the Leafs every 5 weeks. As Table2 shows, E360 proposed the most cost effective prices for both the disposal and service fees. E360 proposed prices for both On-Demand and Milk-Run. E360 confirmed that they are capable of

servicing the Leafs via a Milk-Run ten times annually and also will increase or decrease the frequency of service as necessary depending on the volume of collected materials with the best financial option for the RDCK.
In 2025, the RDCK spent $60,912 towards disposal of collected NON-EPR HHW materials and service fees. As a result, $24,282 will be remained towards disposal costs for the period October 1, 2025 till December 31, 2025. As E360 proposed to service the Leafs at 5 weeks intervals, potentially two more services will be provided until the end of 2025. Based on their proposed prices, the average disposal cost and service fee is estimated to be $7,207. Therefore, the proposed prices from E360 should be covered by the allocated budget for the remaining of the year.

4.2 Risks with the Proposed Solution

The RFP also requested each proponent to provide estimated costs associated with identification/testing of unlabeled and/or unidentified materials. GFL did not submit the additional prices for these materials and CH proposed no additional costs. Both E360 and NWES proposed the additional costs that might be incurred to identify these materials at third party labs, which will range between $50-$300 at maximum. It can be noted that it will be a rare occurrence to use a third party lab to test materials, but it could cause slight increase in total annual disposal costs.

4.3 Resource Allocation and Workplan Impact

If a new contractor is awarded, it is estimated the Leafs, and its staff will require 2 months to adjust to the new operation methods, reporting and communication systems.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The RDCK and the Leafs will be able to provide on-going NON-EPR HHW collection services to the public with potentially the most cost efficient practices.

4.5 Leveraging Technology

Not applicable

4.5 Measuring Success

The Leafs will share their quarterly collection reports with RDCK Staff and E360 is responsible for recording the volume of each NON-EPR HHW collected from the Leafs and reporting the volumes through invoices to the RDCK Staff. This will indicate the total volume of materials diverted from the landfills, and easily track the expenses spent towards the disposal of NON-EPR HHW materials.

5.0 ALTERNATIVE SOLUTION(S)

Awarding the Service Agreement for the provision of collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to Green For Life Environmental Services Inc., start commencing the service as of November 1, 2025 for three years with two 1 year contract extension options.

A proper procurement process was undertaken and the RDCK received a compliant bid within budget that is lower priced and higher evaluated than GFL's bid, staff do not feel it would be prudent to award to GFL as this would not be considered procurement best practice.

5.1 Financial Considerations of the Alternative Solution(s)

As Table 2 indicates, GFL proposed the second preferred costs for hauling and disposal of the NON-EPR HHW materials. GFL's annual costs also stay within the allocated budget.

5.2 Risks with the Alternative Solution(s)

GFL proposed to service bi-monthly (six times) a year in their response to the RFP. However, this was based on their experience in servicing the Leafs in 2024. The Leafs collected much lower volume of NON-EPR HHW compared to the previous years due to several operational challenges that the Leafs faced in 2024. In 2023, the Leafs requested service every 5 weeks, which will bring the total estimated number of services to ten times the minimum per annum. This will lead to a 67% increase in the service fee compared to what was proposed in their response.

5.3 Resource Allocation and Workplan Impact

No significant transition will be expected as GFL has been servicing the Leafs over the past five years.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The public will be able to continue disposing of their NON-EPR HHW at the Leafs and the service will be provided adequately to transport collected materials. GFL demonstrated a strong contingency plan under the unexpected volume of loads, emergencies and mechanical breakdown.

5.5 Measuring Success

The Leafs and GFL are responsible for sharing the recorded volume of materials collected from the Leafs with the RDCK Staff.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

GFL offered 25% discount if the RDCK/Leafs commit to request a monthly service. However, it was calculated that the total annual service fee will be $87,905, a $3,945 increase from the original proposed price of $83,960 for the six services annually.

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board approve the RDCK enter into a Services Agreement with Environmental 360 Solutions Ltd. for the collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to a maximum value of $216,199 plus GST for the period of December 1, 2025 to November 30, 2028 with the possibility of two 1 year contract extensions upon mutual agreement, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

Option 2:

Recommendation:

That the Board approve the RDCK enter into a Services Agreement with Green For Life Environmental Services Inc. for the collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to a maximum value of $251,880 plus GST for the period of December 1,

2025 to November 30, 2028 with the possibility of two 1 year contract extensions upon mutual agreement, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with Environmental 360 Solutions Ltd. for the collection, transportation and recycling/disposal of NON-EPR Residential Household Hazardous Waste from the Nelson Leafs Eco-Depot to a maximum value of $216,199 plus GST for the period of December 1, 2025 to November 30, 2028 with the possibility of two 1 year contract extensions upon mutual agreement, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

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 Proposals: Year-Round Residential Household Hazardous Waste Collection - Nelson Leafs Eco Depot 2025-2028
Attachment B – DRAFT Services Agreement

Services
Agreement

Contract #: 2023-229-ENV
Project: Residential Household Hazardous Waste Collection for Nelson Leafs Eco-Depot
GL Code: 54030 / OPR578-100

THIS AGREEMENT executed and dated for reference the:

_____ day of _____, **2025**
(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: Akane Norimatsu
Telephone #: (250) 352-1526
Email: anorimatsu@rdck.bc.ca

AND

ENVIRONMENTAL 360 SOLUTIONS LTD.
(hereinafter called the **Contractor**)
at the following address:
156 Tilley Road.
Kelowna, BC, V4V 2K5

Agreement Administrator:
Telephone:
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 **December 1, 2025** and ending on **November 30, 2028** (the **Term**). Agreement may be extended up to two (2) times for a one (1) year term upon mutual agreement.

DRAFT

(d) **LOCATION:** The location for delivery of the Services shall be Nelson Leafs Eco Depot, 120 Silica Street, Nelson BC.

(e) **CONTRACT PRICE/RATE:** $216,199 (excluding GST) at the rates and on the terms set out in Schedules B and C.

(f) **BILLING DATE:** Monthly.

(g) The following Schedules incorporated into, and form part of this Agreement.

Schedule A: Description of Services
Schedule B: Contract Payment Terms
Schedule C: Pricing Schedules
Schedule D: Operational Plan
Schedule E: Personnel & Equipment
Schedule F: List of Non-EPR HHW
Schedule G: List of EPR HHW

(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.

DRAFT

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) pollution/environmental impairment liability insurance in the amount of **$2,000,000 dollars per occurrence** and **$5,000,000 dollars aggregate,** with a **maximum deductible of $50,000;**

Such insurance will:

DRAFT

(i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;

(ii) include the Contractor's Blanket contractual liability;

(iii) include a Cross Liability clause;

(iv) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);

(v) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;

(vi) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.

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.

DRAFT

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.

DRAFT

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

DRAFT

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

DRAFT

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

DRAFT

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 E – *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

DRAFT

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

DRAFT

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 Schedule C, 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;

DRAFT

(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.

DRAFT

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	**ENVIRONMENTAL 360 SOLUTIONS LTD.**
(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)

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SCHEDULE A: DESCRIPTION OF SERVICES

1.1 Description of Services

Residents in the RDCK are allowed to drop off residential NON-EPR HHW materials at the Nelson Leafs Eco Depot (Site) for free of charge.

Nelson Leafs Recycling Depot

Location: 120 Silica Street, Nelson BC
Hours of Operation: Tuesday to Saturday (9:00 am-3:45pm)

The Contractor is responsible for sending a truck and a technician upon a request from the Nelson Leafs Eco Depot and/or on a Milk-Run* Route (*combining with other scheduled pick up services in the area) and identify, collect, transfer and properly dispose or recycle all of the collected residential NON-EPR HHW materials from the Site. A list of NON-EPR HHW materials that the Contractor is responsible of is shown in Appendix A. Appendix A also displays the total number of drums and pails of each NON-EPR HHW collected from the Site in 2023 and 2024. The services that the Contractor is responsible for does not include EPR-HHW. The list of HHW materials that are included in EPR programs is listed in Appendix B.

1.2 Training for Eco-Depot Staff

The Contractor is responsible for providing the adequate training annually to the staff at the Site to handle and manage NON-EPR HHW safely. The Contractor is also responsible for communicating with the Staff for any updates on the regulation/requirements for handling HHW. The training should include the following topics:

- **Safe Handling of HHW**
  -Personal Protective Equipment
  -HHW identification and storage of HHW
  -Site safety inspection

- **Emergency Response**
  -Contacts
  -Spill Contaminant
  -First Aid
  -Evacuation
  -Incident reporting and investigation

1.3 Frequency of Service

The Contractor is required to service the Site within two weeks once a request is made by the Site to mitigate Service Interruption wherever possible. On average the Site requires collection every 5 weeks. Should the contractor complete a *Milk run, a regular pick up schedule could be negotiated to limit the need for service requests.

DRAFT

1.4 Reporting the volume

The Contractor is responsible of recording the volume of each NON-EPR HHW collected from the Site and reporting the volumes through invoices to the RDCK Representative.

1.5 Personnel

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

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

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

1.6 Contractor's Control of Supply of Services

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

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

1.7 Contractor's Responsibilities

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

a. Be responsible for identification, collection and transportation of NON-EPR HHW from the Site, and proper disposal and/or recycling of all collected materials and packaging as shown in Appendix A.
b. Be responsible for closely communicating with the Staff and provide an adequate frequency of the Service to the Site to maintain the storage capacity available at the Site.
c. Be responsible for obtaining all permits and licenses necessary for the performance of the service at its own expense, and on request provide the RDCK with proof of having obtained such licenses or permits.

DRAFT

d. Provide adequate staff to perform all duties in a timely manner.
e. Be responsible for providing an emergency plan outlining contingency plan for spills and fire.
f. Any damage or disturbance including spills that occur on the Site shall be returned to satisfactory condition by the Contractor, as determined by the RDCK and the owner of the property.

1.8 Recording and Reporting Fuel Consumption

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

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

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

Vehicle Class	**Includes**
Light Duty Vehicle	• 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	• SUV's, minivans • Full-size vans • Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	• 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.

DRAFT

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

1 Total budget shall not exceed **$216,199** (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 monthly.

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

Contract Number: **2023-220-ENV**
GL Code: **54030 / OPR578-100**

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*.

DRAFT

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

DRAFT

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.

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SCHEDULE C: PRICING SCHEDULES

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SCHEDULE D: OPERATIONAL PLAN

Overview

The Operations Plan will be conducted according to the following key steps:

1. Preparation and Mobilization
   i. On the day prior to the waste collection, a drum truck will be loaded with the appropriately estimated quantities of required supplies.
   ii. After the truck has been prepared, Drivers/ Technicians will travel to the Nelson Leaf's ECO-Depot.
2. Collection Day
   i. Technicians and Drivers will arrive to site and perform a walk-around to assess and plan the collection.
   ii. Waste materials shall be identified, packaged, labeled, documented, and loaded into the truck for transportation back to the E360S Kelowna Transfer Facility.
3. Transfer Facility Operations
   i. All received weights and volumes will be confirmed, and containers are consolidated to conserve space. No physical treatment or processing is to occur at the E360S Kelowna Transfer Facility.
   ii. Waste materials will be consolidated at the Transfer Facility until such a time that a cost-effective shipment can be compiled and shipped for treatment, processing and end-disposal.

Preparation and Mobilization

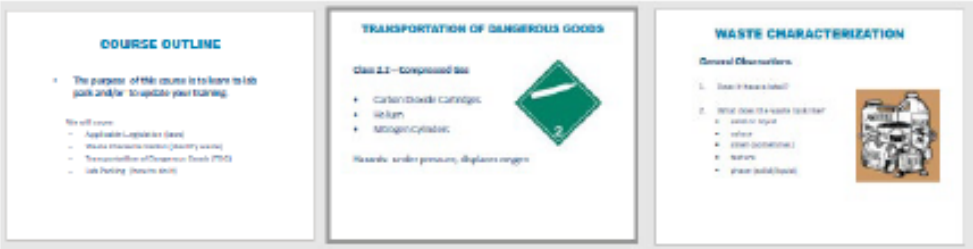
Eco Depot Staff Training

Prior to performing any collections, E360S will dispatch a trainer to walk through the site with Eco Depot staff and provide training such that any and all personnel working with the hazardous materials stored on site will have the necessary knowledge to do so safely and effectively.

E360S will provide on-site safety briefings and operational training for new and experienced staff.

- Initial Training: Tailored training session focused on aligning all staff with current waste identification and handling procedures including - emergency response, proper PPE, use of specialized spill response equipment, and incident reporting protocols.
- Annual Training – Refresher: Following the Initial Training, E360S will provide an annual review focused on discussing established protocols and incorporating any updates to regulations or operational practices.

E360S will provide all necessary training materials and maintain detailed attendance records, which will be available upon request. While on-site training is preferred to ensure direct engagement with facility operations, online sessions can be arranged if required. To ensure consistency and alignment with site-specific procedures, E360S will require access to the site's emergency response plan prior to conducting any training sessions.



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Personnel

Prior to the onset of the contract, an E360S Supervisor will be appointed to manage all aspects of the contract, including, but not limited to:

1. Acting as the main point of contact for the RDCK and managing all communications;
2. Scheduling collection events at the Nelson Leafs Eco Depot;
3. Managing any emergency response events that may arise;
4. Organizing all manifests and other paperwork for the contract;
5. Reviewing any outgoing invoices to the RDCK; and
6. Maintaining all waste collection records and reporting for the RDCK.

Collection crews will consist of one qualified Technician with a Class 3 Driver's License. In cases where waste volumes exceed expectations, the RDCK may request to the Supervisor that an additional Technician be dispatched to assist in the collection. E360S Technicians are all trained in TDG Regulations and GHS/WHMIS, at minimum.

Upon request from the RDCK for a collection at the Nelson Leafs Eco Depot, a crew will be dispatched in the days following. Under no circumstances would the service time exceed two weeks from the time of the request.

Supplies

As delegated by the appointed Supervisor, materials and supplies will be ordered and inventory managed in such a way that they are readily available whenever required. In the event of supply chain issues, supplies may be sourced from other E360S Transfer Facilities in British Columbia. These supporting facilities are located in Mission, Nanaimo, and Prince George and can be shipped to or from within a matter of days.

Packaging supplies are planned to include, but are not limited to:

- 205L UN-rated open-top steel drums and liners
- 20L UN-rated pails
- Sorbents for lab-packs

In addition to the above supplies for packaging wastes, collection crews will, at minimum, have the following safety and spill response supplies with them on site:

- Field Level Risk Assessment forms;
- First aid kit;
- Fire extinguisher;
- Mobile spill kit;
- Personal protective equipment;
- Tarps and sorbent socks for spill prevention; and
- All required labels, placards, manifests, tools.

In the unlikely event of a spill occurring, E360S staff a trained in spill response and will perform their necessary duty of containing the spill immediately and cleaning the area.

Collection Day

Collection crews will be dispatched to the Nelson Leafs Eco Depot in the early morning. Upon arrival, the crew will make contact with Nelson Leafs staff on site. The crew will then perform a walk-around and complete a Field-Level

DRAFT

Risk Assessment, identifying any hazards that may be present. During the walk-around, they may strategize the collection by generating an action plan and taking an inventory of the waste materials present at the site.

Materials will be identified and classified according to TDG Regulations, and will be sorted, segregated and packaged for transportation. Drums will be labeled prior to filling, such that no container is without a label. If pails are used, they will then be shrink-wrapped to a pallet and the overpack will subsequently be labeled appropriately.

All waste containers and packaging will be accurately recorded and manifested weights/volumes will be estimated on site. Field Technicians will complete Part A of the necessary manifests, and a Nelson Leafs representative will sign off as the Consignor.

At the end of the collection, Technicians will ensure that all waste is properly packaged. All containers will be loaded and organized into the truck. Any drums or other containers required by the site will be organized into place as delegated by RDCK for future collections. All necessary placards will be applied to the exterior of the truck. Technicians will complete Part B of the manifest. Technicians leaving site should always ensure that the waste storage area is cleaner and more organized than when they arrived.

Upon arrival at the Transfer Facility, E360S personnel will unload the truck. Part C of the necessary manifests will then be completed and Copy 6 of these manifests will be returned to RDCK.

Transfer Facility Operations

All waste materials will be consolidated into groups at the facility based on TDG Regulations. When a full trailer of waste materials in any group is ready for transportation, they will be shipped for end-disposal.

Supplementary Information

<u>Safety Precautions and Spill Contingency</u>

On-site, Field Technicians will be equipped with the following safety equipment:

- First-Aid Kit;
- Mobile eye wash kit;
- Mobile spill kit containing:
  - 15x19" Sorbent Pads;
  - 3"x4' Sorbent Socks;
  - Safety goggles;
  - Tyvek Suits;
  - Rubber Boots;
  - Pairs Nitrile Gloves; and
  - Disposal Bags.
- Broom, dustpan, and shovel; and
- Fire Extinguisher.

A copy of E360S' full Spill Contingency Plan is available for review upon request on project award. A copy of the Table of Contents has been included in Appendix A.

A site-specific safety plan will be generated on project award and will form part of the training to Nelson Leafs Eco Depot staff.

<u>Compliance and Insurance</u>

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E360S maintains any and all licenses and permits to conduct the work described herein. All waste will be transported, stored, and disposed in accordance with the following legislation:

- BC Ministry of Environmental Hazardous Waste Regulation Registered Site #100040, Kelowna.
- Transportation of Dangerous Goods Regulations (SOR/2001-286).
- BC Environmental Management Act.
- BC Hazardous Waste Regulation (B.C. Reg. 64/2021).
- BC Spill Reporting Regulation (B.C. Reg. 221/2017).
- Canadian Environmental Protection Act, 1999.

E360S holds the following insurance policies:

- Comprehensive General Liability Insurance in the amount of $10,000,000 per occurrence insuring against bodily injury and property damage.
- Pollution Liability Insurance in the amount of $5,000,000 per occurrence, and $5,000,000 aggregate.
- Automobile Liability in the amount of $5,000,000 on all vehicles owned, operated, or licensed in the Name of E360S.

Upon project award, the RDCK will be added as an additional insured on the insurance policies. A copy of E360S' Certificate of Insurance is included in Appendix B.

<u>Recording and Reporting Fuel Consumption</u>

E360S employs state-of-the-art onboard GPS tracking units equipped in all trucks. One facet of this system is fuel tracking and usage calculated from distance traveled and average fuel consumption. Using this data in tandem with our scheduling and billing software, we have the capability of accurately reporting fuel consumption per truck for our customers as needed.

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Type text here

Regan Walker

Signature of Proponent

SCHEDULE E – PERSONNEL & EQUIPMENT

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

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED
1	2009 Peterbilt Drum Truck, Good Condition	X	
1	2014 Freightliner Drum Truck, Good Condition	X	
1	2020 Ford F150, Good Condition	X	
	Contingency Trucks		
1	2013 Volvo Drum Truck, Good Condition	X	
1	2013 Volvo Drum Truck, Good Condition	X	
1	2020 Western Start Drum Truck, Good Condition	X	

Contingency Plan

E360S is prepared to handle higher than anticipated waste volumes. In the event that waste volumes exceed those listed in this RFP, additional trucks and technicians may be utilized to ensure that the Nelson Leafs Eco Depot attains the service necessary to maintain a safe, clean, and efficient site.

E360S operates four hazardous waste management facilities in British Columbia, as well as several more solid waste management facilities, including one in Kelowna. Each of our operations is equipped with its own fleet. In the event of downtime on one or more of the proposed units in the above Equipment List, one or more units may be dispatched from other E360S locations to fill any gaps in service.

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Regan Walker

Signature of Proponent

Emergency Contacts

Provide a list of 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.

NAME	POSITION	PHONE NUMBER

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SCHEDULE F – LIST OF NON-EPR HHW

1. The volume of Non-EPR HHW collected at the Site in 2023

Non-EPR HHW Materials	Total Number of Drum (205L)	Total Number of Pail (20L)
Aerosols	21	0
Adhesives	24	4
Bear Spray	0	3
Corrosive Liquid (Acid)	6	1
Corrosive Liquid (Base)	6	0
Corrosive Liquid (Hypochlorite solution)	0	1
Corrosive Solid (Acid)	0	6
Corrosive Solids (Base)	0	0
Fertilizers	0	0
Fire Extinguisher (Each)	111	0
Flammable Liquid	19	2
Flammable solids (kg)	0	0
Hypochlorite Solutions	0	1
Isocyanate (Aerosols)	2	0
Mercury (kg)	0	0
Non-Regulated Liquid	29	173
Non-Regulated Oily Water	0	0
Non-Regulated Solid Waste	11	23
Oxidizing Liquid	1	0
Oxidizing Solids	2	0
Paint Related Materials	26	10
Resins	0	1
Sodium Bisulfate	0	0
Sodium Hydroxide	1	0
Sulphur Solids (kg)	0	0
Toxic Liquid	10	0
Toxic Solids	7	0
Waste Solvent (Glycol)	3	0
Unlabeled and/or Unidentified materials	unknown	unknown

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2. The volume of Non-EPR HHW collected at the Site in 2024
(Note: The volume of Non-EPR HHW collected throught the Site was reduced in 2024 due to major service interruptions occurred in 2024)

Non-EPR HHW Materials	Total Number of Drum (205L)	Total Number of Pail (20L)
Aerosols	25	10
Adhesives	25	12
Alkarine Liquid	0	3
Bear Spray	0	1
Corrosive Liquid (Acid)	6	1
Corrosive Liquid (Base)	6	0
Corrosive Solid (Acid)	0	0
Corrosive Solids (Base)	0	0
Fertilizers	0	0
Fire Extinguisher (Each)	101	
Flammable Liquid (diesel)	20	15
Flammable solids (kg)	0	0
Hypochlorite Solutions	0	0
Isocyanate (Aerosols)	4	
Mercury (kg)	0	0
Non-Regulated Liquid	37	201
Non-Regulated Oily Water	0	0
Non-Regulated Solid Waste	9	65
Oxidizing Liquid	1	1
Oxidizing Solids	1	0
Paint Related Materials	4	5
Resins	0	9
Sodium Hydroxide	0	0
Sodium Bisulfate	0	0
Sulphur Solids (kg)	0	0
Toxic Liquid	9	0
Toxic Solids	6	0
Waste Solvent (Glycol)	0	0
Unlabeled and/or Unidentified materials	unknown	unknown

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SCHEDULE G – LIST OF EPR HHW

The List of EPR- HHW that are NOT included in the Contractor's responsibility.

EPR	EPR Program Materials
Interchange Recycling	-Waste Oil -Waste Filters -Waste Glycol (Antifreeze) -Waste Oil/Antifreeze containers
Product Care	Product Care's program products are including but are not limited to: -Acetone -BBQ lighter fluid -Block Fillers and sealers -Comping fuel -Deck, porch, floor coating -Domestic Pesticide with adequate labelling -Drywall paint -Fondue fuel -Interior/Exterior water/oil based paints -Kerosene -Flammable degreasers -Flammable lubricants -Flammable liquid additives -Gasoline -Marine paint -Melamine, metal and anti-rust paint, stain and shellac -Methanol -Methyl Hydrate -Mineral Spirits -Paint aerosols of all type including automotive, craft and industrial products -Paint Stripper -Paint Thinner -Paint and Varnish remover -Stain blocking paint -Stucco paint -Swimming pool paint -Textured paint -Turpentine -Undercoats and primers -Varsol -Wood finishing oil -wood, masonry, driveway sealer or water repellant -Flammable liquid in aerosol form -Other flammable solvents

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Cameron Baughen <cam@baughenconsulting.com> 7/17/2025 4:21 PM

BCPSC - Mattresses removed from Recycling Regulation update

To BC Product Stewardship Council <admin@bcproductstewardship.org>

Dear BC Product Stewardship Council members,

Please see the copied e-mail from the Province below to Tera and Sarah. They were informed of this change through a non-disclosure agreement and are now allowed to share the information.

Mattresses will not be included as a new product category at this time under the Recycling Regulation. The Province's reasoning related to consumer affordability is noted below. The Province is still proposing to regulate other moderate risk products this year, such as automotive products, compressed canisters, batteries, and medical sharps used at home.

If any BCPSC Members would like to meet as a group to discuss this summer, please let me know directly. Our next meetings are scheduled for Oct 14 and Dec 2.

Cameron Baughen
Administrator BC Product Stewardship Council
250-486-6557

Good afternoon, Tera and Sarah,

As you are aware, The Ministry of Environment and Parks (the ministry) has been working towards regulating new products under B.C.'s Extended Producer Responsibility framework, including mattresses and more moderate risk products, as outlined in the EPR Five-Year Action Plan.

For many people in British Columbia and beyond, the current global economic climate has made it difficult to get by, and the ministry is committed to making life more affordable for British Columbians wherever we can.

We want to inform you as co-chairs of the BC Product Stewardship Council, a valued partner, of a change to the ministry's proposal to regulate new product categories under the Recycling Regulation. Due to consumer affordability challenges, the ministry will not be including mattresses as a new product category at this time.

For consideration by the government this year, the ministry is still proposing to regulate other moderate risk products, such as automotive products, compressed canisters, batteries, and medical sharps used at home.

We appreciate your patience and input. If you would like to reach out to the Extended Producer Responsibility team with comments or questions, please do so via email at: ExtendedProducerResponsibility@gov.bc.ca.

Please forward to your membership.

Regards,

Meegan Armstrong (she/her)
Unit Head, EPR Strategic Policy
Extended Producer Responsibility
Environmental Policy and Initiatives Branch
Ministry of Environment and Parks
778-698-4889 | meegan.armstrong@gov.bc.ca

I humbly acknowledge my privilege to live and work on the unceded ancestral territory of the Lək^{w}ənən peoples, whose relationships with the land and sea continue today.

- image.png (12 KB)

PRESS RELEASE:

FOR IMMEDIATE RELEASE

BC Municipalities Urge Province to Keep Commitment on Mattress Recycling Program

Nanaimo, BC – [September 8th, 2025] – Local governments across British Columbia are raising concerns that the Province may be stepping back from its commitment to create a provincewide Extended Producer Responsibility (EPR) program for mattresses, despite years of study, consultation, and repeated assurances that the program was imminent.

Mattresses are one of the most problematic items in the waste stream. They are bulky, difficult to manage, and among the most frequently dumped items in alleyways and wilderness areas. Metro Vancouver alone collected 165,000 mattresses for recycling in 2016, with illegal dumping clean-up and bulky-item pick-up costs estimated at up to $5 million annually.

“Municipalities have invested in mattress recycling programs in good faith based on the Province’s promises,” said Ben Geselbracht, Chair of the Vancouver Island and Coastal Communities Committee on Solid Waste and Circular Economy and Councillor for the City of Nanaimo. “If the Province walks away now, taxpayers will continue to carry costs that should be the responsibility of producers.”

A provincewide mattress EPR program would shift costs from local governments and taxpayers to producers, aligning with the established polluter pays principle. According to the Province’s own 2017 study, a BC-wide program would:

- Divert more than 6,500 tonnes of waste annually.
- Save $586,000 in landfill costs and recover over $500,000 worth of materials.
- Reduce greenhouse gas emissions by 14,500 tonnes CO2e.
- Create or sustain more than 70 jobs across the province.

Affordability concerns are minimal. With the average mattress in Canada costing over $1,000, a recycling fee of $18–20—as seen in US states—would represent less than 2% of the purchase price if passed on. Many producers could absorb this cost given profit margins of up to 40–50%. In fact, many BC residents already pay higher disposal fees through their municipalities.

Mattress recycling businesses in BC have also built capacity in anticipation of a program. Without provincial regulation, these jobs and businesses face uncertainty, while municipalities will be forced to raise disposal fees further, disproportionately affecting low-income households.

The Province’s 2025–2028 Service Plan identifies mattress EPR as part of the next phase of its Five-Year Action Plan, a key strategy to reduce per capita waste. Consultation showed overwhelming support from municipalities, Indigenous organizations, producers, and the public.

“Disposal bans and clean-up programs are not enough without affordable and accessible alternatives,” said Melanie McCollum, Vice Chair of the committee and Councillor for the City of Courtenay. “EPR ensures producers take responsibility, not taxpayers, and creates a fair, sustainable system for all British Columbians.”

Local governments are calling on the Province to fulfill its commitments and implement a mattress EPR program without further delay.

Media Contacts:

Ben Geselbracht
Chair, Vancouver Island and Coastal Communities Committee on Solid Waste and Circular Economy
Email: Ben.Geselbracht@nanaimo.ca
Phone: 250-713-4173

Melanie McCollum
Vice-Chair, Vancouver Island and Coastal Communities Committee on Solid Waste and Circular Economy
Email: mmccollum@courtenay.ca
Phone: 250-207-2595

October 3, 2025

The Honourable Tamara Davidson, M.L.A.
Minister of Environment and Parks
PO Box 9047 Stn Prov Gov
Rm 112, Parliament Buildings
Victoria, BC V8W 9E2

Re: Updated Extended Producer Responsibility Five-Year Action Plan for Mattresses

Dear Minister Davidson:

This letter is written by the Regional District of Okanagan-Similkameen in conjunction with the following regional districts:

-
-
-

Regional Districts across British Columbia are encouraged that the Province is considering adding new moderate risk products, such as automotive products; compressed canisters; emerging electronic products with batteries; and medical sharps used at home, to the Recycling Regulation as previously identified in Ministry's document Advancing Recycling in B.C., Extended Producer Responsibility Five-Year Action Plan 2021-2026.

Based on communications from Ministry of Environment and Parks staff, we understand that mattresses and foundations are not anticipated to be added to the Recycling Regulation at this time although they were included in the 2021-2026 Five-Year Action Plan. Mattresses and foundations remain a priority for Regional Districts, and we continue to request that they be added to the Recycling Regulation as soon as possible.

Shifting the financial responsibility for mattress and foundation recycling to producers is a critical step forward for EPR in British Columbia. This product category is particularly well-suited for EPR due to the limited number of producers, the high recyclability of mattress components, and the costly and problematic nature of these items in the municipal waste stream. Producer responsibility would alleviate the financial burden currently borne by local governments and taxpayers, while fostering stable, long term end markets for recyclable materials.

The cost of managing mattresses and foundations has increased, resulting in a subsidy by the regional solid waste systems to fund the gap between the drop-off fee and the cost of recycling.

In addition, Regional Districts spend hundreds of thousands of dollars annually on illegal dumping clean-up and bulky item pick-up programs, with mattresses representing a key product category in both

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initiatives. The cost of managing end-of-life mattresses should not be borne by the regional solid waste system, member jurisdictions, or others cleaning up illegal dumping on public and private lands.

Several jurisdictions in North America, including California, Connecticut, Oregon and Rhode Island, have already enacted regulations and implemented extended producer responsibility programs for mattresses. Lessons learned from these jurisdictions, which include some long-standing programs spanning over a decade, could help inform the development of a new, best-in-class mattress program in British Columbia.

Regional Districts, along with many other local governments across the province, are united in calling for producers to begin the successful implementation of a mattress program, consistent with models applied to electronics, packaging, tires, and other product categories.

Regional Districts sincerely appreciate the Ministry's efforts to expand extended producer responsibility programs to include automotive products, compressed canisters, emerging electronic products with batteries, and medical sharps used at home. However, to build upon these important efforts, we continue to request that mattresses and foundations be included in the Recycling Regulation as soon as possible.

We appreciate your attention to this matter and would be pleased to discuss any aspect of our letter with you at your convenience.

Yours truly,

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Committee Report – For Information

October 15, 2025

Federal Plastics Registry

Author:	Heidi Bench, Resource Recovery Projects Advisor
File Reference:	12-6300-20
Electoral Area/Municipality:	ALL RDCK
Services Impacted	A102, S186, S187, S188

1.0 PURPOSE OF REPORT

The purpose of this report is to provide an update to Directors on the Federal Plastics Registry (FPR) and how this new reporting requirement is expected to impact the RDCK.

2.0 BACKGROUND AND UDPATE

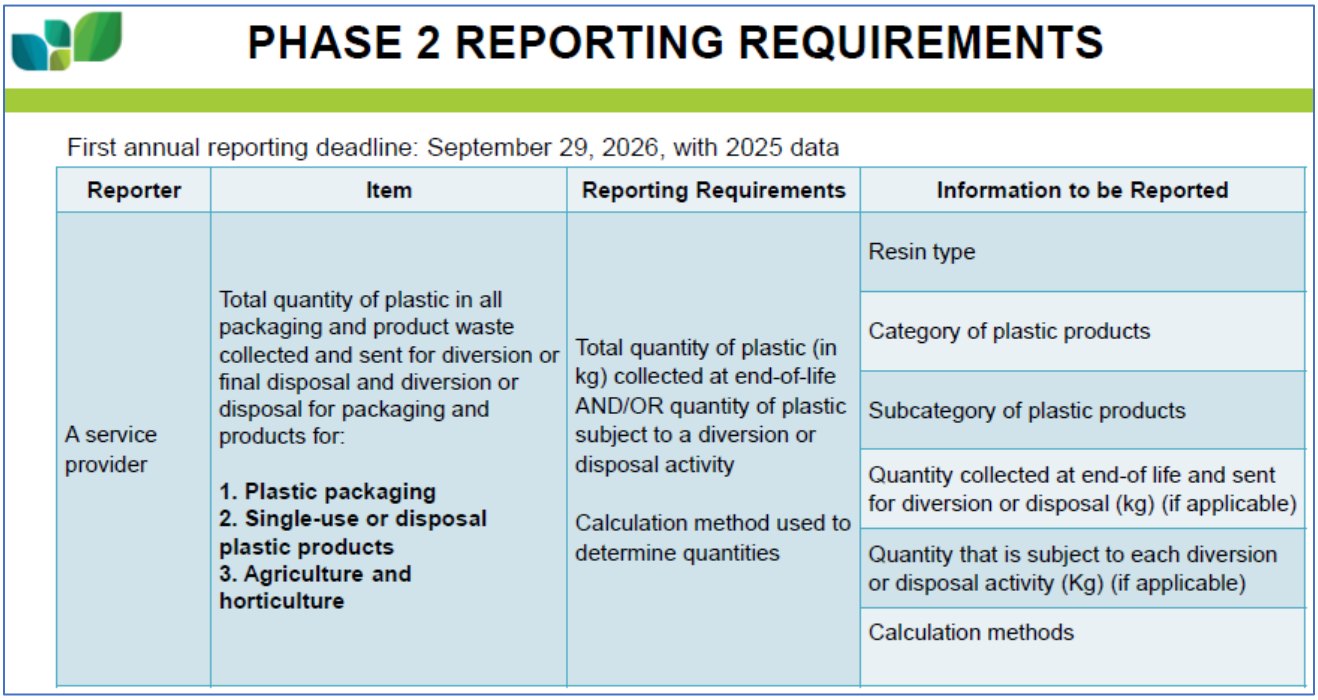
The FPR is a Canadian tool that involves the collection of data from organizations across the plastics value chain, from manufacture to end-of-life. This data is intended to help policy-makers better understand how plastic moves throughout the country, to enable transparent, evidence-based decision-making to address plastic waste and pollution, and support effective extended producer responsibility (EPR) programs.

On July 10, 2025, staff attended an engagement webinar on the FPR hosted by Environment and Climate Change Canada (ECCC) and learned that end-of-life service providers, including collection haulers, recyclers, and landfill operators who handle more than 1,000 kg (1 tonne) of plastic per year will be required to report plastics data annually under Phase 2 of the FPR starting September 29, 2026. ECCC requested any comments on Phase 2 of the FPR be submitted in writing by July 24, 2025.

Based on the RDCK's 2023 Waste Composition Study, it is estimated that approximately 14% of the RDCK's overall waste stream consists of plastics. Applied to the 2024 landfill tonnage data, this is equivalent to approximately 179, 792, and 2,639 tonnes of plastic landfilled at Nakusp, Creston, and Ootischenia landfills, respectively. Based on this, the RDCK will be required to report plastics data at all three landfills. Additionally, the RDCK will be required to report as a waste hauler for the Central sub-region, and any RDCK municipalities providing curbside services to their residents will be required to report as collectors. It is currently unclear whether the RDCK or RecycleBC will be responsible for reporting on the recyclable waste stream.

Figure 1 summarizes the reporting requirements expected of service providers. There is no formal guidance available yet on how this data is to be collected, but ECCC staff indicated that detailed waste composition studies would likely be necessary.

Figure 1 – FPR reporting requirements for service providers



PHASE 2 REPORTING REQUIREMENTS

First annual reporting deadline: September 29, 2026, with 2025 data

Reporter	Item	Reporting Requirements	Information to be Reported
A service provider	Total quantity of plastic in all packaging and product waste collected and sent for diversion or final disposal and diversion or disposal for packaging and products for: **1. Plastic packaging** **2. Single-use or disposal plastic products** **3. Agriculture and horticulture**	Total quantity of plastic (in kg) collected at end-of-life AND/OR quantity of plastic subject to a diversion or disposal activity Calculation method used to determine quantities	Resin type
			Category of plastic products
			Subcategory of plastic products
			Quantity collected at end-of life and sent for diversion or disposal (kg) (if applicable)
			Quantity that is subject to each diversion or disposal activity (Kg) (if applicable)
			Calculation methods

Staff submitted comments by email to ECCC on July 24, 2025 (Attachment A) and received confirmation of receipt on July 29, 2025.

On August 3, 2025, RDCK staff attended a followup ECCC webinar hosted by the Coast Waste Management Association (CWMA) in which ECCC staff provided a presentation specifically on reporting obligations for regulated end-of-life service providers. The only new information provided was that a draft guidance document on data collection for FPR reporting is expected to be released in fall 2025, and that ECCC is unable to fund activities related to compliance.

The FPR has been issued under Subsection of 46(1) of the Canadian Environmental Protection Act (CEPA, 1999). Section 46 Notices are mandatory information gathering instruments. Organizations that fail to report, do not report on time, or knowingly submit false or misleading information could face penalties as listed under Section 272 and 273 of the CEPA. ECCC staff noted that they are encouraging best efforts be made in reporting and do not intend to follow through on enforcement until data collection guidance and best practices are more established (likely for several years).

3.0 NEXT STEPS AND TIMELINE

While ECCC staff have verbally stated that they will expect annual waste audits to support the FPR reporting, ECCC has not yet released any guidance around data collection for service providers, nor addressed concerns around who will cover the cost of any potential audits.

As it is too late to complete a waste audit in time for 2026 reporting, staff's plan is to submit data based on application of the RDCK's 2023 Waste Composition Study to 2025 waste tonnes. Until the funding for any waste audits is addressed, staff will continue to report based on existing waste audit data so as not to incur extra costs.

While the plastic types in the RDCK waste composition study are not as detailed as what ECCC has requested, staff feel that this is making best efforts to comply with the Notice with the resources that are currently available.

A Section 46 Notice is valid for three (3) years, at which point in time it must be re-published. While staff appreciate ECCC's goal of data-driven policy development, staff plan to participate in any further engagement opportunities to re-iterate the RDCK's concerns around the practicality and cost of the current FPR reporting requirements. If a Notice for the FPR is re-published after the expiration of the existing one (2027), it is hoped that reporting requirements for service providers are amended to reflect feedback. A supplemental waste composition study planned for RDCK landfills in 2028. Plastics categories in this study can be revised to match the requirements of future versions of the FPR, if it exists, at that point in time.

Respectfully submitted,
Heidi Bench – Resource Recovery Projects Advisor

CONCURRENCE

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

ATTACHMENTS:
Attachment A – FPR Phase 2: RDCK comments (email dated July 24, 2025)

ATTACHMENT A

From: FPR / RFP (ECCC)
To: Heidi Bench
Subject: RE: FPR Phase 2: RDCK comments
Date: Tuesday, July 29, 2025 1:50:48 PM

You don't often get email from fpr-rfp@ec.gc.ca. Learn why this is important

CAUTION **This email originated from outside the organization. Please proceed only if you trust the sender.**

Hello Ms. Bench,

Thank you for your comments on the Phase II Guidance for the Federal Plastics Registry. We confirm receipt of your submission. All feedback will be carefully reviewed and considered.

Best regards,

Division des affaires réglementaires des plastiques/Direction générale de la protection de l'environnement
Environnement et Changement climatique Canada/Gouvernement du Canada
RFP-FPR@ec.gc.ca

Plastics Regulatory Affairs Division/Environmental Protection Branch
Environment and Climate Change Canada/Government of Canada
RFP-FPR@ec.gc.ca

From: Heidi Bench <Hbench@rdck.bc.ca>
Sent: Thursday, July 24, 2025 3:04 PM
To: FPR / RFP (ECCC) <FPR-RFP@ec.gc.ca>
Cc: Amy Wilson <AWilson@rdck.bc.ca>
Subject: FPR Phase 2: RDCK comments

You don't often get email from hbench@rdck.bc.ca. Learn why this is important

Hello,

In taking part of the July 10th town hall on the Federal Plastics Registry, the Regional District of Central Kootenay (RDCK) learned that landfills are now listed as service providers and will be required to report plastics disposal annually, at quite a granular level of detail, starting in 2026. As landfills were not listed in any of the prior versions of this that were released for consultation, this came as a surprise to our team, leaving us only 2 weeks to do further reading, consider implications, and submit comments for consultation. ***Was there any stakeholder consultation with local governments (who are the primary operators of landfills) prior to amending the FPR to include them as service providers, and if so, when did this occur and why weren't we included?***

While no guidance has been released yet on how the data for this reporting should be collected, those leading the town hall indicated that waste audits would likely be required. The RDCK just completed our first ever waste audit in 2023 and has a follow-up one planned for 2028. We do not complete them annually as it is expensive and requires staff resources to do so. Our initial waste audit indicated that approximately 14% of the mixed waste stream entering RDCK's primary landfill consists of plastics (just over 2,800 tonnes – indicating that even with a well-used recycling program, this landfill will likely continue to be above the reporting threshold at least in the near future). This study cost about $50,000 and did not include the level of detail that would be necessary to report under the FPR. For reference, the following categories are generally considered standard for waste audits conducted in BC:

- Plastic film and flexible packaging
- Non-recyclable plastic film
- Plastic deposit beverage containers
- Recyclable rigid plastic packaging
- Foam
- Other durable plastics
- Compostable plastics

Waste audits are conducted by manually sorting through samples of mixed waste disposed on the face of the landfill – it is not practical nor safe for staff conducting these studies to audit to the level of detail (e.g. by resin code) in this manner.

In summary, RDCK feedback on landfills being included in the FPR:

1. The frequency and level of detail being requested is not practical based on the cost and effort required to collect this data
2. The cost and effort of this proposed reporting requirement is significant and seems as though it is being downloaded from plastics producers to local governments. ***Will there be any funding, either from the federal government or from producers and generators of plastic waste, to support local governments in collecting this data?***
3. We would appreciate more consultation specific to landfill operators prior to any obligation to report under the FPR.

Thanks,

Heidi Bench (she/her) | Resource Recovery Projects Advisor
Regional District of Central Kootenay
Phone: 250.354.3044 | **Fax:** 250.352.9300
Follow us on Facebook

rdck.ca

Committee Report – For Information

October 15, 2025

CONSTRUCTION DEMOLITION RENOVATION WASTE MULTI-MATERIAL DIVERSION PILOT

Author: Todd Johnston, Environmental Coordinator
Alex Leffelaar, Low Carbon Building Specialist, City of Nelson

File Reference: 12-6200-01
Electoral Area/Municipality: Entire RDCK
Services Impacted S186 Refuse Disposal – East Subregion
S187 Refuse Disposal – Central Subregion
S188 Refuse Disposal – West Subregion

1.0 PURPOSE OF REPORT

That this report be received for information only.

2.0 BACKGROUND AND UDPATE

The purpose of this report is to provide information to the Joint Resource Recovery Committee (JRRC) on the planning of a Construction Demolition Renovation Waste Multi-Material Pilot program (CDRMP) at the Nakusp Landfill. The CDRMP would seek to identify viable options for reducing Construction Demolition Renovation (CDR) waste materials from the Nakusp landfill and supporting the Circular Economy through a number of diversion streams.

This work is a continuation of the June 18, 2025 Joint Resource Recovery Committee (JRRC) Staff Report STAFF INVESTIGATION: CONTROLLED SCAVENGING AT SELECT RESOURCE RECOVERY FACILITIES (see Attachment A); responding to part 1 of Board Resolution 323/25, passed in June 2025:

323/25 That the Board direct Staff to:

1. Continue working with the City of Nelson's Low Carbon Building Specialist to identify realistic Construction, Demolition and Renovation Waste (CDR) diversion pilots (through upcycling), using available grant dollars, contributed by the City of Nelson's Low Carbon Homes Pilot;

2. Identify opportunities and investigate the feasibility of developing Specified Agreements and/or Remote Supports (as described in this report) with qualified contractors or businesses; and

3. Prepare and issue a Request For Expression Of Interest to seek proposals for alternative management of Contaminated Wood Waste and legacy wood chip piles;

AND FURTHER, that a report be brought back to the Joint Resource Recovery Committee in 2026;

AND FURTHER, that Local Government Climate Action Plan (LGCAP) funds be accessed for support.

Staff plan to return to JRRC with more detailed analysis, recommendations, and a request for approval to direct the available $10,000 from the City of Nelson's Low Carbon Homes Pilot towards the recommended first phase in proceeding with the CDRMP in 2026; and also update on the potential to access LGCAP funds towards additional supports.

As per the first resolution, RDCK Staff have continued working with the City of Nelson's Low Carbon Building Specialist (LCBS), Alex Leffelaar, to identify a CDR reduction pilot to assess the viability of diverting clean drywall (non asbestos-containing), glass (auto and pane), asphalt roofing materials, and rubble from landfilling. The Nakusp Landfill was identified as an ideal pilot site: landfilling operations will soon be closed, and all landfillable waste will be transferred to Ootischenia. A long-distance transfer (~150 km one way), will encourage diversion of material. Given these changes, any cost-effective opportunities to reduce substantial volumes of transfer waste between the sites is worth investigating. It may offer financial, operational, and environmental benefits by way of lowering hauling costs, demands on landfill space, and GHGs produced. There may also be opportunities to support a circular economy. While Nakusp itself generates comparably small tonnages of waste, a successful diversion pilot will provide the template for a scaled-up program to maximize diversion throughout the region.

The Low Carbon Homes Pilot is a building innovation program focussed on reducing the lifecycle emissions associated with new buildings. One phase of a building's lifecycle that contributes to the building's overall lifecycle impacts is the end-of-life phase, when the building is either demolished or deconstructed and materials are sent to the landfill or recycled/repurposed. By promoting recycling and reuse of CDR waste streams, we can effectively reduce the overall impact of new buildings by dividing the total impacts of those materials (manufacturing, processing, transporting, etc.) between both the original and future buildings that utilized the CDR materials. City of Nelson relies on RDCK landfills for solid waste management, so the opportunity to partner on this effort aligned with resource recovery objectives of both organizations. The Low Carbon Homes Pilot dedicated $10,000 in funding plus in-kind time from the LCBS to support this project with the following pilot scope:

1**. Resource Assessment:** (complete)

- With the support of the RDCK, gather information on and concisely summarize the current availability, types, quantities, and physical properties of the construction & demolition waste streams.

2. Options Assessment: (mostly complete – some remaining follow-ups and financial analysis)

- Identify and list suitable waste diversion opportunities for the region's needs, considering metrics such as cost, energy needs, maintenance, storage, transportation, and labour.
- Gain an understanding of alternative end-uses, market viability, and circularity opportunities related to construction and demolition waste streams.

3. Pilots & Partnership: (pending Board approval/direction)

Based on the findings of the Resource Assessment and Options Assessment, and input from the primary project partner (RDCK), select and support at least one identified opportunity for diversion of CDR. If possible, align this pilot/project with any notable synergies across the province (e.g., Coast Waste Management Association networks, other local governments etc.).

Materials Considered for CDRMP Pilot

Utilizing RDCK waste composition data, the LCBS conducted a scan of potential end-uses and preliminary economic feasibility assessments for the primary CDR waste streams. Tonnages cited in the titles below are for the Nakusp Landfill, based on 2024 data and composition study.

Gypsum (Drywall) (estimated 20 tonnes per year t/yr at Nakusp)

The recycling of drywall reduces GHG emissions in drywall manufacturing and landfilling. There is great potential for a drywall diversion pilot, as there are reliable facilities in BC and Alberta with a lot of experience in successfully recycling old gypsum into new drywall. There are other local governments, such as City of Kelowna, and the Regional Districts of both Sunshine Coast and North Okanagan, that have successful drywall recycling programs to learn from.

A drywall recycling program requires a hazardous materials screening process, as only clean (asbestos-free) drywall can be received by New West Gypsum (NWG), the largest drywall recycler in BC. Drywall does not have a stand-alone disposal code, and can currently be accepted at RDCK facilities as Asbestos, CDR (cleared for no asbestos and mixed with other materials), or as Mixed Waste (cleared for no asbestos, source-separated).

Drywall recycling at Nakusp will require allocated space for tipping, either a lock-block constructed wall with designated roll-off bins (or a stockpile area), an effective screening process, and services for moving the materials to NWG. Calgary NWG tipping fees are $71/tonne, significantly lower than their Vancouver facility at $145/tonne. Kelowna pays between $160-$170/tonne for combined tipping and hauling fees through a private service that transports the material to Calgary. Staff reached out to GFL for an additional quote of $3,385 for two bins hauled to Calgary from Nakusp. More detailed assessments will be required to determine the true, total costs of the above options.

To sustain a drywall diversion program, RDCK would cease accepting it for landfilling as Mixed Waste, and instead direct it to recycling at the same rate (currently $166.50/tonne) when the material has been screened and validated to be clear of asbestos. At present, drywall is screened either by Office Staff receiving Hazardous Materials Assessment (HMA) reports or by Site Staff checking date stamps (1990 or newer). The Mixed Waste rate should incentivize source separation, as the CDR rate of disposal is $266.25/tonne.

NWG performs audit testing and are vigilant about protecting their workers. Loads found to be containing asbestos are rejected and sent back. The success of a drywall diversion program is dependent on an effective screening process at RDCK's facilities.

At present, screening processes for asbestos and other hazardous materials currently lack policy and formalized procedures and as such, screening at RDCK sites is inconsistent. A comprehensive screening process would provide opportunity to improve health and safety, compliance with WorkSafe BC, and extend practices to other asbestos-containing waste streams in the future, such as lead paint and creosote. In the RDCK 2021 Resource Recovery Plan, an identified action to support diversion and highest end-use of CDR waste was to request hazardous materials assessments prior to disposal or demolition or renovation waste at RDCK facilities.

HMA processes required in other local governments can range from an online declaration of clean materials submitted by disposers to requiring a third-party HMA report from an accredited company, and automated notifications for Office and Site Staff. Kelowna, North Okanagan, Metro Vancouver, and Capital Regional District all have HMA programs which can be copied and tailored to suit the needs of the RDCK.

A drywall diversion program, if successful, could expand to other sites such as Ootischenia, which accepts an estimated 300 Tonnes/year, transferring drywall via backhauls from waste delivered from Nakusp. The estimated tonnage for the entire region is 380 tonnes/year.

RDCK Staff contacted a number of other local governments for more information on existing drywall recycling programs, as summarized in **Table 1** below.

Table 1: Existing Drywall Recycling Programs

Region / Org	Clean Drywall Accepted	ACM DW Accepted	Fees	Notes
SCRD (Sunshine Coast Regional District)	Yes – 1990+ with visible date stamp	No – older DW suspended due to WSBC order	$1,000/T (clean DW), $275/T (other ACM)	Must show date stamp for each type of DW; declaration form required; no testing needed for 1990+ DW. Work with NW Gypsum
Metro Vancouver	Yes – 1990+ (new, never installed)	Yes – residential only, double-bagged	$200/T (used DW), $150/T (new DW)	Used DW must be double bagged in clear program bags; max 10 bags/visit; declaration form required
CRD (Capital Regional District)	No – clean DW must go to private recyclers	Yes – ACM DW accepted at landfill	$214/T (ACM DW), Ellice: $99.75 min (commercial), $0.50/kg residential	Requires date stamps or asbestos clearance for older DW
RDNO (North Okanagan)	Yes – new DW from approved contractors	No – older DW not accepted for recycling	$167/T (regular), $120/T (diverted)	Recycling limited to new DW and offcuts; projected diversion: 300–400 T/yea
City of Kelowna	Yes – mandatory declaration	Not specified	Hauler charges by tonne	~90% diversion; 5800 T/year; NW Gypsum agreement; WSBC support; online program; no rate difference
TNRD (Thompson-Nicola)	Yes – non-ACM DW accepted	No recycling or diversion	$250/T	DW treated as mixed demo; no recycling program in place

Glass (estimated 15 t/yr at Nakusp)

The RDCK used to accept glass as a source separated material, which was stockpiled at landfills and either sent for recycling or crushed on site for use as a road building material. Since Recycle BC (RBC) developed the new standard of recycling depots, all packaging glass is now collected and recycled through their program. RDCK facilities still receive non-packaging glass as either Mixed Waste or CDR in the form of glass objects, kitchenware, automotive glass, windows etc. Glass, as a landfilled material is inert i.e., no organic constituents to generate GHGs or leachates generated. However, there is embodied carbon generated through its production, it occupies valuable landfill space, and it can pose site safety concerns. While estimated tonnages of glass received for landfilling is relatively low, there would likely be support from frustrated customers that can't recycle non-packaging materials, such as glass jars, under the RBC program.

United Concrete (United), operating out of Quesnel accepts glass, which is crushed and added to concrete as a supplementary cementitious material (SCM), which significantly reduces embodied GHGs generated in cement making. United offers hauling services for a fee for $120/tonne, including tipping fees. Laminated glass (automotive windshields specifically) is more expensive at $200/tonne (transport + tipping) due to an alternate recycling process, however most vehicle windows are not laminated and can therefore be accepted by United at the lower tipping fee.

Site requirements for non-packaging glass diversion could range from simple stockpiling of the material to building a tipping wall with an assigned bin at Nakusp. As the cost for hauling and tipping of most glass (excepting laminated glass) is lower than the Mixed Waste tipping fee, there is potential for the creation of a cost-neutral recycling program. A diversion program for laminated automotive glass requires more in-depth analysis and consultation with the auto glass industry to understand current disposal practices.

The 2023 Waste Composition Study estimates 0.92% of Mixed Waste was non-packaging glass; this, combined with a rough estimate of 10% of "other building materials" from windows, offers the potential of 330 tonnes/year of non-packaging glass, region-wide.

Rubble (40 t/yr at Nakusp)

In 2025 the RDCK's Rubble tipping fee was increased to the (significantly higher) Mixed Waste rate to disincentivize landfilling and encourage directing Rubble towards circular economy initiatives.

As indicated in the 2024 Systems Efficiency Study, Rubble (gravel, brick, Concrete, Asphalt, and rock or a mixture thereof) comprises less than 1% of the total waste stream. The material is no longer stockpiled at RDCK sites for road building, and is now landfilled, further, Rubble can be re-purposed at several private facilities in the region. Staff have engaged with several aggregate producers in the region already taking the material for free (in Nelson) or at a significantly lower cost than the RDCK tipping fee ($65/tonne in Castlegar). Arrow Lakes Ready Mix in Nakusp has indicated an interest to upgrade machinery to process Rubble, with a rough estimate of $10-$15/tonne tipping fees. Investigation will continue for alternative end-uses in the East subregion.

Staff feel that, given the current situation with Rubble disposal, coupled with challenges in transporting large volumes of heavy materials to processors for recycling, efforts to divert Rubble away from RDCK facilities should

likely be done through promotion and education, and partnering with reputable outfits with a beneficial end use.

In 2024 approximately 340 tonnes of Rubble were accepted region-wide, with approximately 25% of this received at transfer stations.

Asphalt Roofing Materials (20 t/yr at Nakusp)

At present, Asphalt Roofing Materials is disposed at RDCK facilities as CDR (if not source-separated) at $266.25/tonne or as Mixed Waste, at $166.5/tonne (source-separated).

There are a number of companies recovering asphalt shingles to re-process into new materials. Northstar Clean Technologies, based in Calgary, extract liquid asphalt from shingles to make new shingles, road construction products and other industrial applications. Mycocycle, which is based in the US, claim a patent-pending process that uses fungi to transform construction wastes (gypsum, carpet, rubber and asphalt) into foam and fiber building products such as insulation.

Northstar communicated to Staff that they intentionally price at 10-20% below the Calgary tipping fee of $113/tonne to incentivize the diversion. That said, RDCK would still need to arrange for hauling the material, which is likely cost prohibitive.

In 2024, an estimated 365 tonnes of Asphalt Roofing Materials were received within the entire RDCK, with approximately 270 tonnes received at Ootischenia.

The Columbia Shuswap Regional District grinds asphalt roofing material on sites for road repair and dust mitigation. Staff will gather more information on this as an alternative end-use.

Clean and Contaminated Wood Wastes (170 t/yr per year (t/yr) at Nakusp)

In 2025, RDCK eliminated the “Wood Waste” material type, replacing it with both “Contaminated Wood Waste” to separate dirty wood for landfilling and thus reduce stockpiles, fire risks, and grinding costs; and “Clean Wood Waste” to be ground and applied towards a beneficial end-use (e.g., septage additive and road repair material) that is free of paint, preservatives and plastics. These material definitions and operational changes are reducing the amounts wood designated for expensive grinding, and the buildup of legacy stockpiles, but requires that the Contaminated Wood Waste be landfilled. An estimated 2,323 tonnes of Contaminated Wood Waste and 258 tonnes of Clean Wood Waste were received at RDCK sites in 2024; this was more than the entire tonnage of CDR (2,109 tonnes) received that year, which can contain any mix of wood, metal, glass, asphalt, tiles etc. It was further estimated, through the 2023 waste composition study, that of the 2,109 tonnes of CDR received in 2024, Clean Wood and Contaminated Wood wastes comprised an additional 32 (1.5%) and 1,051 (48.1%) tonnes respectively.

Contaminated Wood, when source separated, or mixed in CDR, places a larger overall operational cost than any other CDR material. Staff have not yet found better recycling or circular economy solution for wood waste, however there may be future diversion opportunities through cogeneration facilities or other industrial facilities equipped to handle a contaminated product. Further, Staff have extensively researched biochar and incineration potential for Contaminated Wood Waste, however contamination risks and permitting have been identified as

major obstacles. Staff continue to collaborate with other regional districts and waste management associations who are all struggling with the same issue.

Staff will continue to pursue opportunities for supporting the re-directing of useable construction wood waste to the Circular Economy, before it reaches RDCK facilities, as described in the June report (see Attachment A), however this work is not part of the proposed CRDMP.

3.0 NEXT STEPS AND TIMELINE

Staff plan to return to JRRC with more information and analysis on the viability of piloting a diversion program for one or more of the above mentioned CDR materials at the Nakusp Resource Recovery Facility, and present a supplementary report to JRRC in November or December with recommendations, including the directing of $10,000 from the City of Nelson's Low Carbon Homes Pilot, and the potential to access LGCAP funds towards additional supports. External funds may be directed to capital or operational costs, or a combination of both.

Respectfully submitted,

Todd Johnston
Environmental Coordinator

CONCURRENCE

Resource Recovery Manager – Amy Wilson
Chief Administrative Officer – Stuart Horn

ATTACHMENTS:
Attachment A – June 18, 2025 Joint Resource Recovery Committee Staff Report STAFF INVESTIGATION: CONTROLLED SCAVENGING AT SELECT RESOURCE RECOVERY FACILITIES (no attachments)

Committee Report

June 18, 2025

STAFF INVESTIGATION: CONTROLLED SCAVENGING AT SELECT RESOURCE RECOVERY FACILITIES

Author: Todd Johnston, Environmental Coordinator
File Reference: 12-6200-01
Electoral Area/Municipality: Entire RDCK
Services Impacted S186 Refuse Disposal – East Subregion
S187 Refuse Disposal – Central Subregion
S188 Refuse Disposal – West Subregion

1.0 STAFF RECOMMENDATION

That the Board direct Staff to:

1. Continue working with the City of Nelson's Low Carbon Building Specialist to identify realistic CDR diversion pilots, using available grant dollars, secured by City of Nelson's Low Carbon Homes Pilot from the Fortis "Built Better" fund;
2. Identify opportunities and investigate the feasibility of developing Specified Agreements and/or Remote Supports with qualified contractors or businesses; and
3. Prepare and issue a Request For Expression Of Interest to seek proposals for alternative management of Contaminated Wood Waste and legacy wood chip piles;

AND FURTHER that a report be brought back to the Joint Resource Recovery Committee at the end of 2026;

AND FURTHER that Local Government Climate Action Plan (LGCAP) funds be accessed for support.

2.0 BACKGROUND/HISTORY

In 2023, the RDCK Board approved the following resolution:

720/23 The Board direct staff to re-evaluate the no scavenging/salvage policy, including the safety and potential liability concerns, and how to mitigate them to identify areas of opportunity for residents to access waste goods that they desire to repurpose.

AND FURTHER that a report be brought back to the Joint Resource Recovery Committee in 2024;

AND FURTHER that Local Government Climate Action Plan (LGCAP) funds be accessed for support.

The RDCK Resource Recovery Plan (RRP), which was approved by the Ministry of Environment and Climate Change Strategy (now "Environment and Parks") in 2023, included commitments for reducing the RDCK's per capita disposal rate, such as supporting the establishment of a Circular Economy, through seed funding for local Circular Economy projects in concert with other community partners. The RRP defines a Circular Economy as

"*An economic system aimed at eliminating waste and the continual use of resources. Circular systems employ reuse, sharing, repair, refurbishment, remanufacturing and recycling to create a close-loop system, minimizing the use of resource inputs and the creation of waste, pollution and carbon emissions*".

This is further referenced as a guiding principle in the RRP to "*encourage local solutions to waste management issues…"* which advises RDCK to *"…remove barriers or encourage opportunities that will contribute to the establishment of a Circular Economy*."

The purpose of this report is to present a high-level assessment of potential Controlled Scavenging (CS) options, available to residents and/or business, which would directly support a Circular Economy. CS refers to having a managed scavenging program, with controls in place to minimize disruptions to services and operations; and protect human health, infrastructure, and the environment. In addition, a CS program would require processes to sufficiently protect any potential liabilities to RDCK.

This report also reviews the RDCK's existing Reuse Sheds program and includes information on scavenging initiatives and/or management in other regional districts.

The RDCK does not currently allow scavenging at RR Facilities, and it is specifically prohibited in section 8 (9) of the REGIONAL DISTRICT OF CENTRAL KOOTENAY Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025:

No Person shall remove or scavenge Municipal Solid Waste that has been Disposed of or Deposited at a Resource Recovery Facility except with prior written approval of the Manager.

Non-compliance with this regulation can carry a (first and second offense) penalty of $100 per incident in the Bylaw Enforcement Notice and Dispute Adjudication System Bylaw No. 2855, 2023.

RDCK Reuse Sheds

At present, RDCK operates Reuse Sheds (Sheds) at eight RR Facilities, specifically Kaslo, Marblehead, Balfour, Central, Creston, Slocan, Rosebery and Nakusp. The Sheds first became available as a service to residents in 2006, designed as a simple diversion program to give unwanted goods a second life. Customers wishing to dispose of unwanted goods at the Sheds must first demonstrate that the items meet the criteria specified in the RDCK Re-Use Policy/Standards (see Attachment C); if the items meet those criteria, then the customer is charged the Mixed Waste disposal rate. Site regulations limit Sheds visits to 15 minutes and prohibit materials covered under the Extended Producer Responsibility (EPR) programs (e.g., electronics, power tools etc.), children's items, glassware, mattresses etc. (See Attachment D). Staff are not permitted to remove any item for their personal use unless that item has been available to the public, in the ReUse area for at least 48 hours; unclaimed items sitting more than one week are sent to landfill. The disposal fee is to cover costs for supervising customers, disposal costs, clean-up, and so that the Sheds do not get overwhelmed with material that is free to drop off but is truly waste.

Many Site Staff speak favorably of the Sheds, indicating that they are well-used, provide a space for re-purposing landfill-bound materials, such as books and small household items, and are generally appreciated by customers. Some challenges in managing the Sheds include disposal of unclean, broken and generally undesirable items. While the Sheds promote some diversion through upcycling, they also demand staffing time for supervision and attract loitering.

The Ootischenia Shed, which is located at the entrance to the scale, did not re-open after Covid. It was moved to the incoming side of the scale, as the previous location for the shed was re-purposed for the Recycle BC paper and packaging material recycling depot. The current location is a traffic bottle-neck, and does not allow for customer supervision or weighing-in prior to disposal of reuse materials. While customers frequently request the re-opening of this Shed, this would require funding to both repair and move the building to the other side of the scale. RDCK Staff have assessed alternate locations, but due to operational and safety considerations there are very limited options. The only viable location was estimated to cost $25,000 for developing the site, moving the site and repairing the structure. Further, there are plans of re-developing this location to prepare for installation of an outbound scale in 2026, which would force the Shed to move again. For these reasons, plus an estimated diversion potential of only a few tonnes per year, re-opening the Shed at Ootischenia is not viewed by staff as a practical proposition at this time. If directed Staff will continue to assess reinstating the Shed at a lower cost, but do plan to incorporate it as part of the future entrance area project.

The table below is a summary of Reuse Shed operating at RR Sites currently, comments are provided by site staff and Field Supervisors.

SITE	COMMENTS
KASLO	Popular with customers, but often cluttered with undesirable items, lots of broken or unclean items.
MARBLE-HEAD	Well used and easy to manage.
BALFOR	Popular and well used by customers. Lots of effort was made to educate customers re: not dumping unpopular items, which has paid off.
CENTRAL (SALMO)	Well used. Lots of materials in and out. Books are a popular item, but there is still lots of material that is not moving and eventually sent to landfill.
CRESTON	Almost always empty.
BURTON	Managed through private contract.
EDGEWOOD	Managed through private contract.
ROSEBERY	Well used.
SLOCAN	Well utilized. Staff asked for exemption for canning jars to help people with food security.
NAKUSP	Well used by customers
OOTISCHENIA	Customers regularly request opening this Shed again. Historically well used and appreciated. Current location makes it difficult to regulate when traffic busy. Building is in rough shape.

Comparable Regional Districts CS management

Prohibiting scavenging is common at most industrial sites and solid waste facilities in BC, due to the risk of personal injuries, incurred liabilities, disruptions to operations, environmental risks (e.g., accessing appliances with ozone depleting refrigerants still in them), increased site traffic, and increased costs to manage and operate. Some regional districts (RDs), have even ceased their Reuse Shed programs, due to ongoing challenges with loitering and illegal dumping. However, several RDs do currently offer CS programs.

There seems to be consensus amongst the RDs that shared information for this report, that scavenging programs do not typically result in significant diversion but do however, contribute high social benefits in terms of "giving back to the community", and providing residents opportunities to save money. In some cases the financial costs of diversion can be quite high

Some RDs have taken a "hands-off" approach to diversion instead of providing scavenging programs, by way of championing and promoting circular economy partner initiatives, local thrift stores, or even hosting community events such as trunk sales events.

Waiver programs are another approach to minimizing risk and establishing rules for scavenging. Cariboo RD, for example, offers a "Salvaged Wood Permit" (see Attachment A) program which allows residents un-scheduled access to wood piles, once they have signed a waiver (see Attachment B) to receive a "re-use" permit. Cariboo RD reported that their permit program diverted approximately 5% of their wood waste over its first seven years, and saved Cariboo RD $27,000 (total) in grinding and hauling costs over that time period.

Other RDs receive scavenging requests, on a case-by-case basis, which (if permitted), require signing of a standard waiver. While waivers are used by some RDs, it is important to note that the ability of a waiver to protect an RD from liability has not been proven, and can require significant staff time especially for one-off requests.

Regional District	Programs	Comments
TNRD	No on-site CS programs or Reuse sheds. Promote and financially support thrift stores, online reuse communities, user re-purposing, clothing donation bins and share boards at TNRD Sites.	Scavenging Prohibited. In exceptional circumstances will consider approvals for requested materials and deal with those on a one-off basis. Promote and financially support thrift stores, re-purposing. They are developing trunk sale events for Fall 2025.
RDNO	**Day use waiver form program (See Attachment F)**. Have piloted **small scale scavenging agreement** with local businesses re-selling. $50K in **waste reduction grants** (seed money) offered annually e.g., food mesh, habitat for humanity. **Logs and stumps** free pickup program. **No ReUse Sheds** at larger sites.	High management requirements dealing with salvagers. Considering RFEOI for small scale scavenging. Waivers are issued on site by customer requesting to take a specific item of interest. Discretion applied on case-by-case basis. Waiver Program implemented as a compromise for no share/reuse sheds at larger sites.
RDKB	**No CS Programs**.	Have removed all facility Reuse sheds due to ongoing challenges and problems.
RDCO	**No CS Programs.**	Scavenging Prohibited.

RDOS	**No CS permitted at any facilities.** Programs tried in past, but shut down due to staffing demands, high risk for minimal diversion.	Significant liability concerns and our current insurance does not cover this type of activity.
Cariboo RD	**Salvaged Wood Permit Program**. Residents sign a **waiver** (see attachment B) which allows access to wood scavenging. Some locals use material as firewood. The higher value materials tend to come from commercial loads (e.g., doors and beams).	Designated scavenging piles are pre-sorted by Staff. Staff time is required for safety monitoring. Site Staff have developed capacity for identifying incoming materials of value. Sites aren't busy, making program easier to administer. Program diverts approximately 5% and is very well received by public.
Foothills Thrift Store	Non-profit thrift store partnering with the Okotoks Alberta Landfill. They operate a trailer at the landfill bins, to accept donations, and a "salvage centre" store at the landfill entrance.	Thrift Store staff identify items of value at the tipping areas, and request donations of the materials from landfill customers. RDNO contact reported that this arrangement is very successful.

Potential Controlled Scavenging Program Frameworks

A well-managed CS program should benefit both the RR Program and the community at large when evaluated through a "triple bottom line" lens to assess the overall economic, environmental, and social value generated. Any potential CS Program should also evaluate the risks of additional costs, compromised safety, liabilities incurred, and damage to site and/or environment. For example, a CS program with less than 1% diversion potential, but which could provide significant financial benefit to a charity, and that could be operated with minimal safety/environmental risks and disruption to operations, would be worthy of serious consideration.

Below are some potential CS frameworks that RDCK might consider. Some are currently in use (or have been attempted) at other RDs in BC.

General Public Waivers

General Public Waivers are designed for general public use and are ready to sign. Cariboo Regional District (Cariboo RD) uses waivers (See Attachment B) for wood waste only. The Regional District of North Okanagan (RDNO) also uses waivers (See Attachment F) for items requested by customers.

The Cariboo RD issues wood waste "re-use" permits, which required signing of a waiver, holding the applicant accountable to obeying the program rules. The permits allow residents access to piles of wood waste at certain sites, which are managed by Cariboo RD Site Staff. Residents must weigh their loads, so that the Cariboo RD can track diversion tonnages.

RDNO has standard waivers kept on site, implemented as a compromise for not offering reuse sheds at their larger sites. Requests to recovery items are granted on a case-by-case basis at the scale, with consideration given to safety risks and available staff time.

While access to stockpiled materials at these two sites has not resulted in injury or legal challenges, the risks are obvious. Regional District Okanagan Similkameen (RDOS), did trial access to wood and metal piles (without waivers) and ceased the program due to witnessing risky behaviors such as climbing wood piles, and conflicts with other salvagers.

A General Public Waiver program at RDCK sites would require substantial costs and risks. A fulsome legal review would be necessary to ensure the viability of legal protection, and a program would likely be limited to quieter sites with lower traffic. A program such as this would also require additional staff time to ensure public safety, manage materials, and additional administrative tracking.

Approvals Under Exceptional Circumstances

Thomson Nicola Regional District (TNRD) will issue an approval, under rare circumstances, for the recovery of certain high value objects on a case-by-case basis without a waiver. An example of this was a working piano, for which they allowed a local non-profit to remove for use in their community programming. It is important to note that TNRD has strong community partnerships with several TNRD thrift stores, as described in the "Remote Supports" section below. Approvals issued by RDCK, such as this example, might be more practical, if Remote Support programs for organizations actively diverting waste were established first. Further, valuable items identified for disposal could also simply be moved to ReUse sheds (but not if already in a bin) at sites where they are active.

Specified Agreements

CS Contracts could be set up contractors and/or business with both the qualifications and insurance in place to adequately release RDCK of liabilities as is done in other RDCK contracts. RDOS, did for example, work with WorkSafe BC insured salvagers, but the program was not financially viable for the scavengers. A model such as this, for specified materials, that presented low safety and/or environmental risks, was conducted in a manner that didn't disrupt RR services, and did not require substantial Staff time would be worthy of consideration.

Remote Supports

Many RDs, such as TNRD develop partnerships with non-profits, businesses etc. with circular economy initiatives and provide remote supports. This framework reduces waste at the source, rather than trying to manage it at a landfill or transfer station. The Remote Supports approach to diversion relieves the RD of liabilities, and additional staffing demands by not inviting scavenging at solid waste facilities.

Remote Supports can include:

- Disposal credits to eligible thrift stores or other financial contributions for waste diversion.
- Promotional supports through website space and social media messaging. This can be for both storefront charities, community groups, local businesses with innovative waste reduction practices etc.
- Providing clothing or other material donation bins at RR Facilities.
- Providing share boards at RR Facilities to post flyers with swap/sell/trade information.
- Sponsoring community reuse events, such as trunk sale events and repair cafes.
- In-kind supports, and incentivized tipping fees for circular economy initiatives.
- Subsidizing Circular Economic strategizing services for the construction industry, such as Light House (https://www.light-house.org/). Light House runs a Building Materials Exchange (BMEX) program, that connects construction and manufacturing businesses with surplus materials to those in need of valuable construction materials.
- Offering seed money to expand local ventures wanting to develop ReUse Options for high-waste generating industries.

- Purchasing licensing for online material exchange applications such as the RECAP tool developed by "I Waste Not Systems" (https://iwastenotsystems.com/#products) or the CIRCULATE tool developed by Rheapley (https://rheaply.com).

Request For Expression Of Interest (RFEOI)

For problematic material types, such as wood waste, that are in excess, expensive to manage and present fire risks, issuing an RFEOI might give rise to local solutions in which the materials could be better put to use. An RFEOI, inviting local contractors to submit innovative circular economy proposals for re-purposing the materials would be a relatively low risk/low effort which may identify viable solutions previously not considered.

Specific Items Recovery

Some RDs have commented that some recovery programs, targeting specific items, such as bicycles, can be successful due to their simplicity. As bicycles are relatively small and light, and don't contain hazardous materials, the environmental and health risks are low. Exchanges could be as straight forward as designating an area adjacent to the metal bin, in which customers can both place and retrieve bicycles at their own risk.

Volunteer Managed Reuse

Having trained volunteers identify and manage quality reuse materials, can be an effective strategy for preventing illegal dumping, increasing diversion, and decreasing demand on site staff, it would however, require consideration of dependability and existing staff impacts.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

Suitability of Commonly Targeted Recyclable or Reusable Materials for Controlled Scavenging (CS) Options at RDCK RR Facilities

The summaries below provide information on revenues generated, costs to manage, potential risks and viability of offering certain disposed items for a CS Program.

Scrap Metal
Scrap Metal, especially copper, is a popular target for illegal scavenging, and it is the most lucrative and stable recycling market in BC. $500,913 in revenues were received by RDCK from Richmond Steel (the company contracted to collect and process Scrap Metal from RR sites) in 2021 through 2024, with an average of $125,228 per year. Richmond Steel pays a base rate to RR with the expectation of recovering certain high-value metals. Allowing CS of metals could jeopardize this arrangement. Further, Staff do not recommend further assessment for the development of a Scrap Metal CS program, as the high revenues generated by Scrap Metal help subsidize the costs of lower value recycling programs, risks of cuts and other physical harm are high.

Automotive Batteries
Automotive Batteries are accepted at all RR Sites free of charge. RDCK is reimbursed $6.50 per Battery (this was reduced from $8.00 last year), totaling $7,776 in 2023 and $4,842 in 2024, by the Canada Battery Association, an Extended Producer Responsibility (EPR) Program. The batteries are collected by Kelowna Recycling (formerly

Battery Doctors). Given the environmental risks associated with battery acid, and the potential revenue losses for this product, Staff would not recommend further assessment for the development of a CS program.

Propane Tanks

Propane tanks are accepted at all RR sites at no charge. Propane Busters collects tanks and fire extinguishers and are paid variable rates, between $1.05 and $45 per unit, depending on the size of the tanks. In 2024, RDCK paid $16,060 for this service. It is expected that the Province will develop an EPR program for the propane tanks, however this decision has been on hold due to the recent BC election. Some additional management of the propane tank area would likely be required to keep it clean and orderly, and also to ensure that all tanks have been de-pressurized to eliminate risk of explosion or leaks. Under the current revenue-negative model, a "specified agreement framework CS may be worthy of consideration. Staff have recently heard from two local artists currently making sculptures, plant pots, signs, fire pits and instruments from re-purposed propane tanks. Once tanks are included in an EPR program they may no longer be suitable for a CS arrangement.

Major Appliances

Major Appliances, such as fridges and stoves are accepted free of charge at all RR Sites. The program is run within the Provincial Major Appliance Recycling Roundtable (MARR) framework. The RDCK receives a $4/unit admin fee. ODS-containing Appliances remain the property of the RDCK, and are directed to Scrap Metal after having ODS (and other hazardous substances) removed by MARR's contractor. In 2024, the RDCK was paid $13,620 for the handling of ODS-containing Appliances.

The RDCK, also receives financial incentives for Non-ODS units such as ranges, overhead microwaves, dishwashers etc. from the MARR Program. In 2024, RDCK received $16,984 for these units.

RDCK has heard from customers who are interested in recovering parts from stockpiled appliances at RR Sites. Appliances, particularly ODS-containing, are often targeted by scavengers accessing the site after hours. While the value in enabling residents to repair, rather than recycle appliances, is aligned with Circular Economy principals, there are risks to consider: ODS removal requires specialized training and certification to ensure no releases of these chemicals to the environment, as they generally contain chlorine, fluorine, bromine, carbon, and hydrogen in varying proportions. These substances do not break down in the lower atmosphere and can remain in the atmosphere from 20 to 120 years or more (https://www.canada.ca/en/environment-climate-change/services/air-pollution/issues/ozone-layer/depletion-impacts/substances.html).

A CS program for ODS-containing Major Appliances would require that any units made available for parts scavenging have had ODS removed prior, and that those serviced units are stored separately from un-serviced appliances.

Given the amount of additional demands of staff time through tracking MARR Program appliances, site cleanup, and potential for environmental damage Staff would not recommend a "General Public Waiver" CS program. A "Specified Agreement" framework with a certified appliance contractor, if financially feasible, as a business model for making used parts available offsite maybe worth of further consideration.

Further consideration would require a detailed assessment to ascertain potential risks and revenue loss from Scrap Metal recycling, managing messes created by removing parts, and ensuring that appliances are not double-counted with MARR.

Tires
Tires that fit the Tire Stewardship of BC (TSBC) criteria, received at RR sites are picked up by a contractor, which is paid by the TSBC EPR program.

RDCK customers are charged a disposal fee (ranging from $3.75 for off-rim Tires, to $159.75 for loader/skidder Tires on rim), which provides an incentive for customers to dispose of tires with participating TSBC registered "Return to Retail" (free of charge) and covers RDCK handling costs. RDCK sites are registered "tire generators" sites which, unlike Return to Retail sites, do not receive incentives.

RDCK is charged a $5 fee for removing rims, by TSBC for each on-rim Tire, and also costs for taking tires that do not fit the TSBC criteria. Stockpiled Tires are difficult to manage, and pick-ups have historically proven unreliable (however the frequency has improved after on-going communication with TSBC and their collection contractors). Stockpiled tires are susceptible to getting dirty or filled with water, resulting in rejection for pickup by the TSBC contractor. Tires that have been altered or are in poor shape (e.g., holes punched, filled with Styrofoam etc.) are often rejected by the TSBC contractor, and ultimately must be landfilled; RDCK does have a "Rejected Tires off rim" fee of $18.25, however landfilling Tires is problematic due to poor compaction.

RDCK does get requests from some customers to take Tires for building fences or earthships (a type of passive solar house or community of homes, typically built with natural and recycled materials like earth-packed tires), and some customers have requested tires on rims, to recover the metal.

Allowing disposed tires back into the community comes with risks of illegal dumping when tires no longer serve the intended purpose, or becoming rejected by TSBC when returned in poor condition. Re-purposed tires used for fencing can also impact neighbours when collecting standing water and generating a breeding grounds for mosquitoes.

Tires contain hydrocarbons and metals, which degrade and leach into soil and groundwater after prolonged exposure to the elements, contributing to pollution. Further, tires in larger numbers are a severe fire hazard since the fire cannot be extinguished by water alone and generates hazardous fumes.

Generally, a CS program for tires presents many risks, but a "Specific Items Recovery" scenario might work, on a case-by-case basis for insured businesses equipped to remove rims, and agreeing to return the tire to the pile via a "Specified Agreement".

Construction, Demolition, & Renovation Waste
Disposals of Construction, Demolition, & Renovation Waste (CDR) are charged a premium disposal fee, due to (often) poor compaction of many of these materials, and to encourage source separation, as some constituents within this material classification, such as Clean Wood and Scrap Metal, can be source separated for recycling. While many materials disposed as CDR are often in poor shape or damaged in the bins, there is potential for making higher value materials e.g., doors, windows, available through a proactive recovery program. At this time, Staff are working with the City of Nelson's Low Carbon Building Specialist to identify realistic CDR diversion pilots, using available grant dollars, secured by City of Nelson's Low Carbon Homes Pilot from the Fortis "Built Better" fund. Consequently, CDR is not being further evaluated for a CS Program until the work with Nelson is further developed. More information to come as these efforts progress.

Ground Yard and Garden Waste
The majority of Yard and Garden waste (YG) gets ground and used as a carbon source for composting facilities. There are however, some sites that are not reasonably close to RDCK composting facilities, but are storing surplus ground YG. At Nakusp, for example, there is a naturally decomposing stockpile of YG that several customers have offered to purchase as a compost amendment. This is a material could be made available to residents, with supervision and limits, and the signing of a General Public Waiver. However, there is risk of contamination that should be fully considered. Further, compliance requirements with the Organic Matter Recycling Regulation would need to be assessed. These stockpiles are posing fire risks and any solution to minimize storage would be advantageous.

Wood Waste
On May 01, 2025, the price of Contaminated Wood Waste (CWW) almost doubled, to align with recommendations in the 2024 Systems Efficiency Study. With this price change came the re-directing of CWW to Mixed Waste bins for landfilling. These recent changes are intended to save money in grinding costs and also reduce the risk of site fires due to excess stockpiles of CWW, however this also places significant additional demands on both operations and landfill air space.

Given the risks of injury with scavenging large piles of stockpiled wood, coupled with the busy-ness of site traffic and equipment, Staff feel that supporting used wood recovery at the source (e.g., as part of a demolition plan) is a more practical pursuit than inviting high-risk scavenging at an RR Site. Potential frameworks could include an RFEOI or Remote Supports for recovery during demolition. As wood waste is often a major component of CDR, the ongoing work with the City of Nelson's Low Carbon Building Specialist to identify diversion options may also yield some practical solutions.

Staff have had conversations with a local contractor who provides specialized demolition services to maximize wood recovery. There may be some ways in which RDCK could offer incentivized disposal costs for construction/demolition/renovation projects that utilize WorkSafe BC insured wood recovery specialists in lieu of disposing of everything in one bin for landfilling. There could be opportunity also for RDCK to pilot a multiple bin program in partnership with local construction companies aimed at maximizing diversion.

Electronics
These materials are managed at Electronic Product Recycling Association (EPRA) collection sites. The RDCK currently has EPRA sites in Nelson, Salmo and Castlegar. EPRA does not allow salvaging, especially with the concern of private information contained in computers and similar devices.

3.1 Financial Considerations

Several of the options discussed would incur new costs to the RR Program through additional staffing hours required for monitoring and regulating the CS users, and managing the materials. In some cases additional costs may be incurred for storing materials. Some options presented involve financially subsidizing other organizations or contractors with practices supporting circular economy initiatives, through grants or decreased disposal fees. Some solutions may require purchasing software applications to help circular economy initiatives, or staff time in promoting initiatives online.

3.2 Resource Allocation and Workplan Impact

Some of the options discussed would involve Site Staff time to monitor, regulate and also manage the materials. Most of the options discussed would require some Office Staff time for developing programs and budgets, liaising with partnering organizations, promotion, bylaw supports, and general communications.

3.3 Public Benefit and Stakeholder Engagement of Proposed Solution

Some of the options discussed, which directly involve industry (e.g., offering online applications for selling or trading demolition-recovered items) would require stakeholder consultation.

It is worth pointing out that when a customer places an item in a Reuse shed or thrift shop they are aware of the fact it will likely be recirculated in the community, however when they are disposing at a RR Site, they are likely not aware of the potential that the item might be recovered and utilized by a member of the community. Therefore, any potential material recovery programs at an RR Site would need to be completely transparent to all customers, specifically to quell any notions that RDCK would ever allow "scavengers" access to personal waste.

Additionally, EPR programs own their product materials once someone returns it for collection, so any scavenging of such materials will need to be cleared by the EPR program.

3.4 Leveraging Technology

Some of the options discussed could leverage new technologies. For example, there are several online applications, such as "Rheapley" and "I Waste Not", available to make the exchange of building materials between contractors and the public more easy and accessible.

3.5 Alignment to Board Strategic Plan

Should the RDCK adopt a future CS program, or a better alternative to scavenging on site that will meet a circular economy objective, it would likely align with the following strategic priorities:

- Develop relationships and partnerships;
- Energy efficiency and environmental responsibility; and
- Innovate to reduce the impact of waste.

3.6 Legislative Considerations

Some of the options listed may require amendments to the Resource Recovery Bylaw.

3.7 What Are the Risks

Several of the options discussed involve risks to environment and personal safety. For example, General Public Waivers to scavenge wood or metal piles could result in a resident getting punctured, tripping or falling. Allowing access to Major Appliances with freon poses a risk of releasing Ozone Depleting Substances into the environment.

4.0 RECOMMENDATION

That the Board direct Staff to:

1. Continue working with the City of Nelson's Low Carbon Building Specialist to identify realistic CDR diversion pilots, using available grant dollars, secured by City of Nelson's Low Carbon Homes Pilot from the Fortis "Built Better" fund;
2. Identify opportunities and investigate the feasibility of developing Specified Agreements and/or Remote Supports with qualified contractors or businesses; and
3. Prepare and issue a Request For Expression Of Interest to seek proposals for alternative management of Contaminated Wood Waste and legacy wood chip piles;

AND FURTHER that a report be brought back to the Joint Resource Recovery Committee at the end of 2026;

AND FURTHER that Local Government Climate Action Plan (LGCAP) funds be accessed for support.

Respectfully submitted,

Todd Johnston – Environmental Coordinator

CONCURRENCE

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

ATTACHMENTS:

ATTACHMENT A: 2022-04-05 Wood Waste Management Options Presentation Cariboo Regional District
ATTACHMENT B: Cariboo Regional District Wood Waste Reuse Waiver
ATTACHMENT C: 2006 RDCK ReUse Policy
ATTACHMENT D: Reuse Site Rules Poster
ATTACHMENT E: Local Recovered Propane Tank Art Examples.
ATTACHMENT F: RDNO Waiver

Committee Report

October 15, 2025

Purchase of a Tridem Axle Roll-off Truck for the Central Sub-Region

Author:	Larry Brown, Resource Recovery Operations Supervisor
File Reference:	06_2230_10_2025_2025_165_ENV
Electoral Area/Municipality:	CENTRAL SUB-REGION
Services Impacted	Refuse Disposal – Central Subregion Service S187

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Purchase of Goods Agreement with Dawson International Truck Centres Ltd. for the supply of a tridem axle roll-off truck to a maximum value of $242,595 plus PST ($16,982), for a total of $259,577, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board of the Regional District Central Kootenay authorizes up to $400,000 to be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority – equipment financing program, for the purchase of a roll-off truck and hoist system; and that the loan be repaid within five (5) years from S187 Refuse Disposal – Central Subregion, with no rights of renewal;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal – Central Subregion.

2.0 BACKGROUND/HISTORY

A Supplier Quote Request through the Canoe Procurement Program was issued in July, 2025, and closed on August 7, 2025.

Three firms responded with quotations. All quotations were evaluated based on six criteria with weighting assigned accordingly:

1. Lowest overall cost to the RDCK - (40%),
2. Conformance to RDCK's stated specifications – (30%),
3. Warranty - (10%),
4. Delivery Schedule – (10%),
5. Service locations, operating hours, and parts availability (5%),
6. Provision of operation and service manuals (5%).

The results of the quotation evaluation are as follows:

Firm	Weighting	Price (excluding taxes)
Dawson Trucks Truck Centre, Vernon, BC	83.50	$242,595
Inland Kenworth, Cranbrook, BC	82.95	$258,892
RJames Western Star, Kelowna, BC	78.84	$263,075

A detailed evaluation matrix can be found in Attachment A.

The prices for the supply of the truck do not include the bin hoist mechanism. The hoist system for the tridem truck is known as a "bale-hook" or "Dempster." The bin hoist device is not an option from any of the truck suppliers. The fabrication, supply, and installation of the bin hoist will be done by another supplier after the delivery of the truck. Two potential suppliers have been identified and both have been requested to supply quotations for the supply and installation, pending the receipt of truck specifications.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The Central sub-region currently has two tandem axle roll-off trucks;
Unit #185 – Model year 2022,
Unit #186 – Model year 2022.

Previous roll-off trucks were traded in as part of the 2022 purchases. The proposed tridem axle roll-off truck will increase the overall capacity of the fleet to move waste from sites to either the landfill or the compost facility. Operations at the Grohman transfer station will also benefit from more access to a roll-off truck to move roll off bins at the site. Currently, when trucks are not available this is largely being completed with the site loader which contributes to wear and tear on the site and equipment. Further, with the addition of compost hauling in 2023 the existing fleet of two Central Sub-region roll-off trucks lacks the capacity to move waste efficiently, especially if one unit is out of service for repairs. Therefore, no units will be disposed of.

The proposed tridem axle truck will have a greater load carrying capacity than the existing tandem axle trucks. A tandem axle configuration has a gross vehicle weight capacity of 17,000 kg and a tridem axle is rated at 24,000 kg. The additional weight carrying capacity will allow for the movement of waste from RDCK sites impacted by the Ministry of Transportation and Transit (MOTT) Seasonal Load Restriction program which occurs annually from January to May.

Staff will return to JRRC in November for authorization to proceed with the purchase of the bin hoist system once roll-off truck specifications can be sent to the hoist supplier and unit specific quotes are received.

3.1 Alignment to Board Strategic Plan

This procurement 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 a competitive, open, transparent and non-discriminatory process.

3.3 What Are the Risks

Not awarding a contract for the procurement of a tridem axle roll-off truck would rely on existing equipment and inevitably lead to inoperability of facilities in the Central sub-region once the bins 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 the procurement of a tridem axle roll-off truck to Dawson Trucks. Dawson has proposed the truck would be available in December to be delivered to Grohman or directly to the hoist supplier.

4.1 Financial Considerations of the Proposed Solution

In the 2025 Financial Plan, the combination of a roll-off truck and hoist system in Service S187, Central Waste under Capital Expenses (CAP1411) is budgeted up to $400,000. Dawson Trucks' price for the roll-off truck is $242,595 plus PST ($16,982), for a total of $259,577. The estimate for a bin hoist system is $95,000. In addition, there are a number of other items required such as winter tires, chains, and a radio. The estimated cost for these additional items is $7,000. The cost estimate for the combination of the truck, hoist and other items is $344,595, plus PST ($24,122), for a total cost of $368,717, which is within the budgeted amount.

In the 2025 Financial Plan the purchase of the truck, hoist system and other items (tires, etc.) is funded by Municipal Finance Authority Equipment Financing (MFA) up to $400,000 over a five year repayment period. As the cost for the hoist is still to be confirmed, the recommended value for MFA borrowing remains at up to $400,000, and will be adjusted to match the full actual cost for the truck, hoist and other items (tires, etc.).

Staff will be proposing a Fleet Replacement Reserve as part of the Draft 2026 Financial Plan process to limit the reliance on equipment financing for future asset replacement.

4.2 Risks with the Proposed Solution

Dawson Trucks will be supplying an International brand of truck with a Cummins diesel engine. Service and warranty repairs are available from a local provider in Genelle.

The procurement and use of the tridem axle roll-off truck is considered low risk.

4.3 Resource Allocation and Workplan Impact

Oversight of the implementation of the roll-off truck into the fleet, as well as the on-going service and repairs, will continue to be overseen by the Resource Recovery Operations 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 implementation and use of the tridem axle roll-off truck will benefit the public by maintaining the efficient movement of waste.

4.5 Leveraging Technology

RDCK site operations staff currently use the ConnectTeams app to report bin status including maintenance and repairs. The Operations Supervisor receives these reports and ensures all dispatch and maintenance issues are dealt with efficiently. This technology has helped to maximize bin operational efficiency.

4.5 Measuring Success

Success will be measured by efficient waste haul and low numbers for maintenance and repair requests as well as out-of-service reports.

5.0 ALTERNATIVE SOLUTION(S)

No alternative solutions are proposed as the funds were approved to proceed with the purchase of a tridem axle roll-off truck in 2025 and the quotes received were compliant and within budget.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

No other options were considered.

7.0 RECOMMENDATION

That the Board approve the RDCK enter into a Purchase of Goods Agreement with Dawson International Truck Centres Ltd. for the supply of a tridem axle roll-off truck to a maximum value of $242,595 plus PST ($16,982), for a total of $259,577 and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board of the Regional District Central Kootenay authorizes up to $400,000 to be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority – equipment financing program, for the purchase of a roll-off truck and hoist system; and that the loan be repaid within five (5) years from S187 Refuse Disposal – Central Subregion, with no rights of renewal;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal – Central Subregion.

Respectfully submitted,
Larry Brown – Resource Recovery Operations Supervisor

CONCURRENCE

Resource Recovery Manager – Amy Wilson
Corporate Financial Officer – Yev Malloff
Corporate Administrative Office – Stuart Horn

ATTACHMENTS:
Attachment A – Evaluation Matrix
Attachment B – DRAFT Purchase of Goods Agreement

ATTACHMENT A – EVALUATION MATRIX

ITQ – Roll-Off Tridem - 2025-165-RR

SUMMARY, PRICE AND OVERALL SCORES

SUPPLIER CRITERIA	Weighting Factors	Dawson Trucks (International)	Inland (Kenworth)	Rjames (Western Star)
Conformance to RDCK's stated specifications in Appendix A	30.00%	21.00	21.00	21.00
Warranty	10.00%	7.00	8.50	7.00
Delivery Schedule (lead time)	10.00%	7.00	7.00	5.00
Service location(s), operating hours and local parts availability	5.00%	3.50	3.50	3.50
Provision of operation and service manuals	5.00%	5.00	5.00	5.00
Total Technical Score	60.00%	**43.50**	**45.00**	**41.50**
SUPPLIER PRICE		$245,595.37	$258,892.12	$263,075.00
NORMALIZED PRICE SCORE	40.00%	**100.00%**	**94.86%**	**93.36%**
Total Price Score	40.00%	**40.00**	**37.95**	**37.34**
Total Technical Score	65.00%	**43.50**	**45.00**	**41.50**
OVERALL SCORE	100.00%	**83.50**	**82.95**	**78.84**
OVERALL RANKING		**1**	**2**	**3**

ATTACHMENT B

Purchase of Goods

Agreement

Contract #: 2025-165-RR
Project: Tridem Axle Roll-Off Truck for Central Subregion
GL Account #: 60000 / CAP1411-100
Board Resolution(s): Add Board Resolution(s) # relevant to this contract

THIS AGREEMENT executed and dated for reference the: _____ day of _____, **2025**
(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: Larry Brown
Telephone: (250) 551-0043
Email: lbrown@rdck.bc.ca

AND

DAWSON INTERNATIONAL TRUCK CENTRES LTD.
(hereinafter called the "Vendor")
at the following address:
7156 Meadowlark Road
Vernon, BC, V1B 3R6
Agreement Administrator:
Telephone:
Email:

The Parties agree to the General Terms and Conditions of this Agreement and the Schedules outlined below, which are incorporated into, and form part of this Agreement:

- Schedule A – Terms, Delivery Location, Goods
- Schedule B – Contract Payment Terms
- Schedule C – Vendor Proposal & Specifications

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	DAWSON INTERNATIONAL TRUCK CENTRES LTD.
_____ (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)

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GENERAL TERMS AND CONDITIONS

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

THE VENDOR'S OBLIGATIONS

1 The Vendor shall:

(a) Provide the goods detailed in Schedule "A" of this Agreement (the "**Goods**").

(b) Undertake all work and supply all materials necessary to supply the Goods, unless stipulated otherwise in Schedule A;

(c) Comply with all applicable municipal, provincial and federal legislation and regulations;

(d) At its own expense, obtain all permits and licenses necessary for the supply of the Goods, and on request provide the RDCK with proof of having obtained such licenses or permits;

(e) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;

(f) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the supply of similar Goods;

(g) At all times, treat as confidential all information and material supplied to or obtained by the Vendor 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;

(h) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Vendor or its 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 Vendor(s), assign(s) and authorized representative(s) or any other persons;

(i) Use due care that no person or property is injured and no rights infringed in the supply of the Goods, 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 Goods or in any other respect whatsoever;

(j) Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Vendor shall obtain and maintain in force through the duration of the this Agreement Commercial General Liability insurance in an amount necessary to cover the risks it has assumed or may encounter as a result of entering into this Agreement;

(k) The Vendor shall be solely responsible for determining and obtaining what additional insurance coverage, if any, is necessary or advisable for the protection of the Vendor or that is required by the Vendor to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Vendor;

(l) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use in the Goods;

(m) The Vendor shall deliver the Goods to the shipping location designated by the RDCK in accordance with INCOTERM (2020) Duty Delivery Paid (DDP);

(n) For all shipments originating outside of Canada, the Vendor will ensure that properly executed customs documents are completed and must accompany each shipment, unless instructed otherwise by the RDCK; The Vendor will be responsible for paying any excise tax or other customs duties or levies in force at the time of shipment. The Vendor will clearly label and identify the RDCK's Agreement Administrator's contact information as indicated on the first page of this Agreement;

(o) The Vendor will supply Goods pursuant to Schedule A and to the place or places specified in this Agreement; If a method of shipping, carrier or route is specified, no deviation from those terms may be made without the RDCK's prior approval; The Vendor will be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method of shipping, carrier or route; The RDCK reserves the right to cancel any Goods not shipped as specified in this Agreement;

(p) No extra charges by Vendor will be allowed for tarping, special handling, packing boxing or crating, or for cases, packages, pallets, drums, reels or boxes, unless agreed to by the RDCK; The Vendor will mark all cases, packages, and bundles delivering the Goods with the contract number and RDCK Agreement Administrator's contact information as indicated on the first page of this Agreement; The Vendor will enclose a packing slip with each shipment showing the contract number, RDCK Agreement Administrator's contact information and full description of all Goods; The Vendor will be responsible for any damage to the Goods resulting from improper packing;

(q) No substitutions of Goods will be accepted unless they are authorized by the RDCK and, if authorized, must conform to specifications or other requirements and be equal or better in terms of value, functionality, performance, durability and availability;

(r) All Goods are subject to inspection and approval by the RDCK upon delivery; The RDCK may refuse acceptance of Goods that are damaged or defective, that do not conform to specifications or that otherwise fail to comply with this Agreement; The RDCK may inspect Goods at any time, but neither inspection nor non-inspection by the RDCK relieves the Vendor of its obligations hereunder; If the RDCK considers that any Goods are damaged or defective, fail to conform to specifications or fail to otherwise meet requirements herein, the Vendor at its sole expense will promptly make the necessary corrections, replacements or repairs; The Vendor will be

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responsible for all costs associated with the return and replacement of any damaged, defective or non-conforming Goods, including all freight and handling charges;

(s) Title to the Goods will pass to the RDCK upon the earlier of payment for such Goods by the RDCK or when the Goods are accepted by the RDCK, provided that risk of loss and damage will remain with the Vendor and will not transfer to the RDCK until the Goods are accepted by the RDCK;

(t) Without limiting any additional warranties provided by the Vendor, the Vendor warrants that all Goods will be new, of merchantable quality, free from defects in workmanship, design and materials and fit for their intended purpose, will strictly conform to applicable samples, specifications, drawings or other requirements furnished by the RDCK and will be transferred to the RDCK free and clear of liens, charges and encumbrances; Unless a longer period is specified in this Agreement, the Vendor will, without cost to the RDCK, correct, replace or repair any Goods which are defective or become defective, by reason of workmanship, design or material, or that otherwise fail to conform to the requirements of this Agreement, within one year from the date of acceptance by the RDCK; No express warranty or condition herein, nor any other term, will limit or exclude any warranty or condition otherwise imposed by statute; All warranties will remain in effect notwithstanding the expiry or earlier termination of this Agreement; The Vendor will assign to the RDCK or will enforce for the benefit of the RDCK any and all warranties granted by manufacturers, suppliers or sub-contractors;

(u) All electrical equipment must be Canadian Standards Association (CSA) approved or Province of British Columbia Electrical Energy Board approved, and must bear the appropriate sticker.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2 The RDCK shall:

(a) Subject to the provisions of this Agreement, pay the Vendor, in full payment for the Goods which in the opinion of the RDCK at the times set out is Schedule B of this Agreement (herein called "Contract Price"), and the Vendor shall accept such payment as full payment for the Goods;

(b) Make available to the Vendor all available information considered by the RDCK to be pertinent to the supply of the Goods;

(c) Give the Vendor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Goods.

CHANGES TO AGREEMENT

3 The RDCK and the Vendor acknowledge that it may be necessary to modify the Goods, the schedule of deliverables and/or the budget in order to supply the Goods. In the event that the RDCK or the Vendor wishes to make a change or changes to the Goods, the deliverables 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.

TERMINATION OF AGREEMENT

4 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.

5 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 6 shall discharge the RDCK of all of its liability to the Vendor under this Agreement.

6 Where this Agreement expires or is terminated before 100% completion of supply of Goods, the RDCK shall pay to the Vendor that portion of the Contract Price which is equal to the portion of Goods supplied to the satisfaction of the RDCK prior to expiration or termination.

7 Where the Vendor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

8 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Goods.

9 This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

10 Time shall be of the essence of this Agreement.

11 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.

12 A waiver of any provision or breach by the Vendor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.

13 A waiver under Section 12 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

14 The RDCK may, at its discretion, notify the Vendor that the terms, amounts and types of insurance required to be obtained by the Vendor hereunder be changed.

15 Where the Vendor 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 Vendor.

16 Where the Vendor is a partnership, all partners are to execute this Agreement.

17 Sections 2 (g) (h) of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

18 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.

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SCHEDULE A: TERMS, DELIVERY LOCATION AND GOODS

1 **TERM -** Notwithstanding the date of execution of this Agreement the Vendor shall provide the Goods described in Schedule A at the cost and terms described therein commencing on **October 20, 2025** and ending on **October 20, 2026** (the "**Term**").

2 **LOCATION -** The location for delivery of the Goods shall be TBD, located at street address, in City/Town, Province of British Columbia, Postal Code

3 **GOODS** - The Vendor must provide the Goods as follows:
(a) Quantity 1 (one) - New 2026 International HX360 / S13 Chassis

(b) Detailed specification for the New 2026 International HX360 / S13 Chassis can be found in Schedule C.

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SCHEDULE B: CONTRACT PAYMENT TERMS

1 Total budget shall not exceed **$242,595.37** (excluding taxes).

2 Invoices to be submitted upon completion of the Project, and must be submitted no later than January 15th of the following year.

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

Contract #: 2025-165-RR

GL Code: 60000 / CAP1411-100

4 Invoices must be emailed to ap@rdck.bc.ca, with the RDCK contract administrator identified on the first page of this contract in cc.

5 Invoices to be paid on net 30 day term.

6 The Vendor'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 Vendor's name on the invoice must match the name identified in the first page of this contract.

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SCHEDULE C: VENDOR PROPOSAL

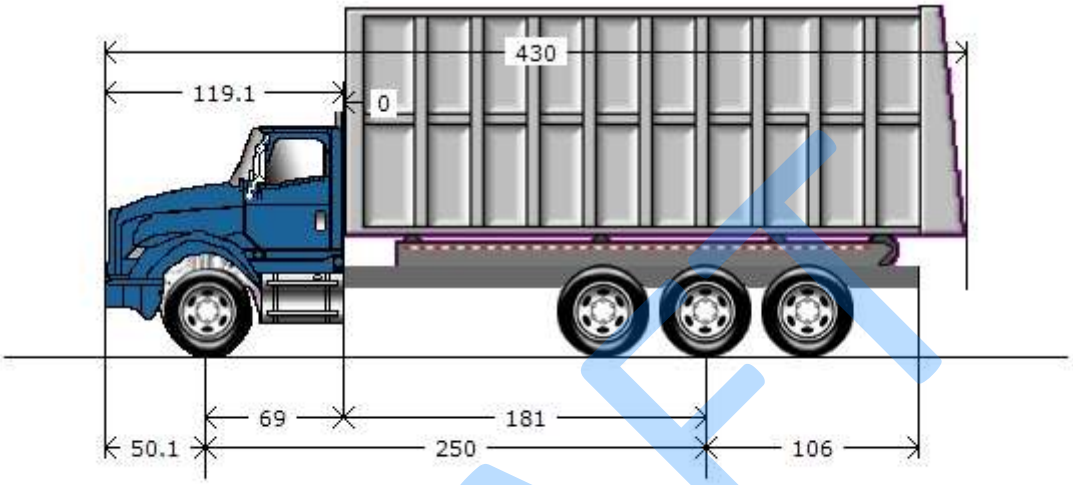
DRAFT – PROPOSAL WILL BE INCLUDED IN FINAL VERSION

DRAFT

Prepared For:
REGIONAL DISTRICT OF CENTRAL KOOTENAY
Mark Braithwaite
202 Lakeside Drive
Nelson, BC V1L 6B9
(250)352 - 1507

Presented By:
Dawson International Truck Centres Ltd.
Gary L Bertrand
7156 Meadowlark Road
VERNON BC V1T 6N2
(250)545-2381

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	8X6 Tridem
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 72000. Calc. GVWR: 72998. Calc. GCWR: 140000 Calc. Geared Speed: 80.8 MPH
DIMENSION:	Wheelbase: 250.00, CA: 181.00, Axle to Frame: 106.00
ENGINE, DIESEL:	{Cummins X15 500V} Productivity Series, EPA 2024, 500HP @ 1900 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 512 Peak HP (Max)
TRANSMISSION, MANUAL:	{Fuller RTLOF-20918B} 18-Speed Manual, Double Overdrive, Air Shift, Internal Lube Oil Pump
CLUTCH:	{Eaton Fuller Advantage} Self-Adjusting, 15.5" Dia Two-Plate, Cast Angle Spring, Ceramic, 7-Spring Coaxial VCT Plus Damper with Pre-Damper, 2"-10 Tooth Spline, Mechanical Pull Type Control, 6-Button Disc, 2050 lb-ft Torque Capacity
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TRIDEM:	{Meritor RZ-166 EH} Single Reduction, Wide Track, 53,000-lb Capacity, Driver Controlled Locking Differential in All Three Axles, 200 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(12) 11R24.5 Load Range H G182 RSD (GOODYEAR), 473 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TRIDEM:	{Hendrickson PAX-690-55} 69,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers Mounted in Standard Location
PAINT:	Cab schematic 100LZ Location 1: 6768, Blue (Prem) Chassis schematic N/A

DRAFT

Code	Description
HX62000	Base Chassis, Model HX620 SBA with 250.00 Wheelbase, 181.00 CA, and 106.00 Axle to Frame.
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1ANF	AXLE CONFIGURATION 8x6 Tridem
1CGD	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LRB	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1WXM	WHEELBASE RANGE 238" (605cm) Through and Including 295" (750cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4AZU	AIR BRAKE ABS {Bendix AntiLock Brake System} 6-Channel (6 Sensor/6 Modulator) Full Vehicle Wheel Control System
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WRJ	AIR COMPRESSOR DISCHARGE LINE 1/2" ID to 5/8" ID Teflon Hose, with Stainless Steel Braid; to Air Dryer
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

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Code	Description
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DHW	DRIVELINE SYSTEM {Dana Spicer} SPL350 Main Driveline, with SPL250 First Interaxle Shaft, SPL170 Second Interaxle Shaft, for 8x6
7BEU	AFTERTREATMENT COVER Aluminum
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WCK	EXHAUST HEIGHT 12' 6"
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns
8836	HORN, AIR (2) Single Bell, Organ Tone, Extra Long, Chrome
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WEP	ACCESSORY WIRING, SPECIAL Wiring for (2) Flood Lights That Customer Will Install on Bottom Rear Corners of Cab
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

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Code	Description
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XBK	SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab
8XGN	LIGHT, WORK (2) LED, Pedestal Mounted, Back of Cab in Upper Cab Corners, with Switch on Instrument Panel
8XJC	BATTERY WIRING MODIFICATION Battery Discharge Protection System; Control thru Body Controller
8XKC	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled
8XNB	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Power to Power Distribution Center (PDC), Does Not Disconnect Charging Circuits, Locks with Padlock, Cab Mounted
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting, Composite
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh
9WAC	BUG SCREEN Mounted Behind Grille
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10NCA	COUNTRY IDENTITY for Canada
10NWE	OVER WIDTH IDENTITY Customer Approval, This Combination will Result in Vehicle Width Over 102"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
10VAA	KEYS - ALL ALIKE, ADDITIONAL 3 Keys
10WCY	SAFETY TRIANGLES
11MRV	CLUTCH {Eaton Fuller Advantage} Self-Adjusting, 15.5" Dia Two-Plate, Cast Angle Spring, Ceramic, 7-Spring Coaxial VCT Plus Damper with Pre-Damper, 2"-10 Tooth Spline, Mechanical Pull Type Control, 6-Button Disc, 2050 lb-ft Torque Capacity
11WAK	CLUTCH EFFECTS Hydraulic Clutch Actuation System, with Air Assist
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

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Code	Description
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W
12EWZ	ENGINE, DIESEL {Cummins X15 500V} Productivity Series, EPA 2024, 500HP @ 1900 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 512 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
12VCA	AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted
12VJZ	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2025
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WGA	HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13GYK	TRANSMISSION, MANUAL {Fuller RTLOF-20918B} 18-Speed Manual, Double Overdrive, Air Shift, Internal Lube Oil Pump
13WAS	CLUTCH HOUSING Aluminum; Available with 1350 to 2050 lb-ft Capacity Fuller Transmissions
13WGJ	OIL COOLER, TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
13WGP	INPUT SHAFT Heavy Duty Roller Bearing; Spline Size 2.00" with 1.18" Pilot, Use with Eaton 13/18 Speed Manual Transmissions, with Transmission Mounted, 6 or 8 bolt PTO's with Up to the Total PTO Output of 500 lb. ft.
13WLX	TRANSMISSION OIL {EmGard 40W} Synthetic; 22 thru 33.99 Pints
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14AJX	SHIELD, TEMPERATURE SENSOR Mounted to Rear Axle
14HRG	AXLE, REAR, TRIDEM {Meritor RZ-166 EH} Single Reduction, Wide Track, 53,000-lb Capacity, Driver Controlled Locking Differential in All Three Axles, 200 Wheel Ends . Gear Ratio: 4.30
14UPC	SUSPENSION, REAR, AIR, TRIDEM {Hendrickson PAX-690-55} 69,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers Mounted in Standard Location
14WCE	DIFF. SWITCH CONTROLS Three Independent Switches for Control Traction Differentials on Tridem Rear Axles, Mounted on Dash
14WMZ	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 90 thru 115.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LNA	FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled

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Code	Description
15LPU	FUEL/WATER SEPARATOR {Racor 6600} Pre-Filter and Filter Base, Includes Water-in-Fuel Sensor
15SKS	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 150 US Gal (568L), Mounted Left Side, Under Cab
15WEY	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16AAH	GAUGE, AIR PRESSURE for Pressure in Rear Air Suspension, Mounted in Instrument Center Panel
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEH	GAUGE CLUSTER Premium Level; English with Metric Electronic Speedometer
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGG	GAUGE, OIL TEMP, ENGINE
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HGN	GAUGE, AIR APPLICATION
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module
16HKC	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Under Hood Cleaner Mounted with Internal Switch, with Text Message in Cluster
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LWL	SEAT, DRIVER {ISRI} Series 300, Air Suspension, High Back, Mordura, Single Chamber Lumbar, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
16SRM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Mordura Cloth, with Fixed Back, with Under Seat Storage
16UZJ	STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16VLV	MONITOR, TIRE PRESSURE Omit
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open
16XJP	INSTRUMENT PANEL Wing Panel
16XRX	MODESTY PANEL Painted
16XTM	ACCESS, CAB Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Sleeper Cab
16XWV	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral LED Clearance/Marker Lights
16XYW	CAB SOUND INSULATION Day Cab Interior Noise Reduction Package

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Code	Description
27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTD	WHEELS, REAR {Maxion 90542} DUAL DISC; 24.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7384220121	(12) TIRE, REAR 11R24.5 Load Range H G182 RSD (GOODYEAR), 473 rev/mile, 75 MPH, Drive
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
	Services Section:
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B
	Transportation
	Chain Hangers
	Mounted 5 lb fire Ext
	Lott Fee
	C-6630G Tariff Surcharge

DRAFT

Committee Report

October 15, 2025

Purchase of a Tandem Axle Highway Tractor for the Central Sub-Region

Author:	Larry Brown, Resource Recovery Operations Supervisor
File Reference:	06_2230_10_2025_2025_164_ENV
Electoral Area/Municipality:	CENTRAL SUB-REGION
Services Impacted	Refuse Disposal – Central Subregion Service S187

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Purchase of Goods Agreement with Dawson International Truck Centres Ltd. for the supply of a tandem axle highway tractor to a maximum value of $231,900 plus PST ($16,233) for a total of $248,133, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board of the Regional District Central Kootenay authorizes up to $253,483 to be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority – equipment financing program, for the purchase of a replacement highway tractor; and that the loan be repaid within five (5) years from S187 Refuse Disposal – Central Subregion, with no rights of renewal;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

2.0 BACKGROUND/HISTORY

In the Central Sub-region all waste is transported by two methods depending on the site. One method is to collect and haul material in roll off bins, and the other is to collect material in Transtor stationary bins that are emptied into a compacting trailer hauled by a highway tractor-compaction.

A Supplier Quote Request through the Canoe Procurement Program was issued in July, 2025, and closed on August 7, 2025.

Three firms responded with quotations. All quotations were evaluated based on six criteria with weighting assigned accordingly:

1. Lowest overall cost to the RDCK - (40%),
2. Conformance to RDCK's stated specifications – (30%),
3. Warranty - (10%),
4. Delivery Schedule – (10%),
5. Service locations, operating hours, and parts availability (5%),
6. Provision of operation and service manuals (5%).

The results of the quotation evaluation are as follows:

Firm	Weighting	Price (excluding taxes)
Dawson Trucks Truck Centre, Vernon, BC	83.50	$231,900
Inland Kenworth, Cranbrook, BC	81.85	$251,714
RJames Western Star, Kelowna, BC	80.90	$247,990

A detailed evaluation matrix can be found in Attachment A.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The current fleet of highway tractors is aging to the point where, to maintain regulatory compliance, more costly repairs are anticipated.

There are currently three highway tractors in the RDCK fleet varying in model years from:
Unit #177 – Model year 2015,
Unit #183 – Model year 2020,
Unit #184 – Model year 2020.

The new highway tractor will replace unit #177 which will be disposed of. The 2025 Financial Plan estimates $50,000 as proceeds from the disposition.

Staff will be proposing a Fleet Replacement Reserve as part of the Draft 2026 Financial Plan process to limit the reliance on equipment financing for future asset replacement.

Staff request authorization to purchase a tandem axle highway tractor to haul compaction trailers to assist in the collection and transport of waste within the Central sub-region from transfer stations to the Ootischenia Landfill.

3.1 Alignment to Board Strategic Plan

This procurement 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 a competitive, open, transparent and non-discriminatory process.

3.3 What Are the Risks

Not awarding a contract for the procurement of a tandem axle highway tractor would cause a greater reliance on existing equipment and inevitably lead to service disruptions at the Kaslo, Balfour, and Grohman transfer stations in the event of mechanical failures. 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 the procurement of a tandem axle highway tractor to Dawson Trucks.

4.1 Financial Considerations of the Proposed Solution

The allotted 2025 budget for the purchase of a tandem axle highway tractor in CAP1412, Service S187, Central Waste of up to $350,000. Dawson Trucks' price of $231,900, plus applicable taxes ($16,233) for a total of $248,133, is within the allotted budget.

In addition to the truck there are a number of other items required such as winter tires, chains, and a radio. The cost for these additional items is $5,000, plus applicable taxes and is included in the recommendation.

The 2025 Financial Plan accounted for the purchase to funded by Municipal Finance Authority Equipment Financing up to $350,000 over a five year repayment period. Staff recommend borrowing $253,483, for the purchase of a highway tractor and additional items. The Draft 2026 Financial Plan will be updated with the new repayment cost based on the actual cost.

4.2 Risks with the Proposed Solution

Dawson Trucks will be supplying an International brand of truck. Service and warranty repairs are available from a local provider in Genelle.

The procurement and use of the tandem axle highway tractor is considered low risk.

4.3 Resource Allocation and Workplan Impact

Oversight of the implementation of the highway tractor into the fleet, as well as the on-going service and repairs, will continue to be overseen by the Resource Recovery Operations 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 implementation and use of the tandem axle highway tractor will benefit the public by maintaining the efficient movement of waste.

4.5 Leveraging Technology

RDCK site operations staff currently use the ConnectTeams app to report Transtor bin status including maintenance and repairs. The Operations Supervisor receives these reports and ensures all maintenance issues are dealt with efficiently. This technology has helped to maximize operational efficiency of the Transtor bin and compacting trailer system.

4.5 Measuring Success

Success will be measured by low numbers for maintenance and repair requests as well as out-of-service reports.

5.0 ALTERNATIVE SOLUTION(S)

No alternative solutions are proposed as the funds were approved to proceed with the purchase of a tandem axle highway tractor in 2025 and the quotes received were compliant and within budget.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

No other options were considered.

7.0 RECOMMENDATION

That the Board approve the RDCK enter into a Purchase of Goods Agreement with Dawson International Truck Centres Ltd. for the supply of a tandem axle highway tractor to a maximum value of $231,900 plus PST ($16,233) for a total of $248,133, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board of the Regional District Central Kootenay authorizes up to $253,483 to be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority – equipment financing program, for the purchase of a replacement highway tractor; and that the loan be repaid within five (5) years from S187 Refuse Disposal – Central Subregion, with no rights of renewal;

AND FURTHER, that the costs be paid from Service S187 Refuse Disposal - Central Subregion.

Respectfully submitted,
Larry Brown – Resource Recovery Operations Supervisor

CONCURRENCE

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

ATTACHMENTS:
Attachment A – Evaluation Matrix
Attachment B – DRAFT Purchase of Goods Agreement

ATTACHMENT A – EVALUATION MATRIX

ITQ - Tractor Tandem - 2025-164-RR

SUMMARY, PRICE AND OVERALL SCORES

SUPPLIER CRITERIA	Weighting Factors	Dawson Trucks (International)	Inland (Kenworth)	Rjames (Western Star)
Conformance to RDCK's stated specifications in Appendix A	30.00%	21.00	21.00	21.00
Warranty	10.00%	7.00	8.50	7.00
Delivery Schedule (lead time)	10.00%	7.00	7.00	7.00
Service location(s), operating hours and local parts availability	5.00%	3.50	3.50	3.50
Provision of operation and service manuals	5.00%	5.00	5.00	5.00
Total Technical Score	60.00%	**43.50**	**45.00**	**43.50**
SUPPLIER PRICE		$231,900.22	$251,714.38	$247,990.00
NORMALIZED PRICE SCORE	40.00%	**100.00%**	**92.13%**	**93.51%**
Total Price Score	40.00%	**40.00**	**36.85**	**37.40**
Total Technical Score	65.00%	**43.50**	**45.00**	**43.50**
OVERALL SCORE	**100.00%**	**83.50**	**81.85**	**80.90**
OVERALL RANKING		**1**	**2**	**3**

Purchase of Goods

Agreement

Contract #: 2025-164-RR
Project: Tandem Axle Highway Tractor for Central Subregion
GL Account #: 60000 / CAP1412-100
Board Resolution(s):

THIS AGREEMENT executed and dated for reference the: _____ day of _____, **2025**
(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: Larry Brown
Telephone: (250) 551-0043
Email: lbrown@rdck.bc.ca

AND

DAWSON INTERNATIONAL TRUCK CENTRES LTD.
(hereinafter called the "Vendor")
at the following address:
7156 Meadowlark Road
Vernon, BC, V1B 3R6
Agreement Administrator:
Telephone: Phone #
Email: Email

The Parties agree to the General Terms and Conditions of this Agreement and the Schedules outlined below, which are incorporated into, and form part of this Agreement:

- Schedule A – Terms, Delivery Location, Goods
- Schedule B – Contract Payment Terms
- Schedule C – Vendor Proposal & Specifications

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	DAWSON INTERNATIONAL TRUCK CENTRES LTD.
_____ (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)

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GENERAL TERMS AND CONDITIONS

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

THE VENDOR'S OBLIGATIONS

1 The Vendor shall:

(a) Provide the goods detailed in Schedule "A" of this Agreement (the "**Goods**").

(b) Undertake all work and supply all materials necessary to supply the Goods, unless stipulated otherwise in Schedule A;

(c) Comply with all applicable municipal, provincial and federal legislation and regulations;

(d) At its own expense, obtain all permits and licenses necessary for the supply of the Goods, and on request provide the RDCK with proof of having obtained such licenses or permits;

(e) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;

(f) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the supply of similar Goods;

(g) At all times, treat as confidential all information and material supplied to or obtained by the Vendor 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;

(h) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Vendor or its 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 Vendor(s), assign(s) and authorized representative(s) or any other persons;

(i) Use due care that no person or property is injured and no rights infringed in the supply of the Goods, 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 Goods or in any other respect whatsoever;

(j) Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Vendor shall obtain and maintain in force through the duration of the this Agreement Commercial General Liability insurance in an amount necessary to cover the risks it has assumed or may encounter as a result of entering into this Agreement;

(k) The Vendor shall be solely responsible for determining and obtaining what additional insurance coverage, if any, is necessary or advisable for the protection of the Vendor or that is required by the Vendor to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Vendor;

(l) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use in the Goods;

(m) The Vendor shall deliver the Goods to the shipping location designated by the RDCK in accordance with INCOTERM (2020) Duty Delivery Paid (DDP);

(n) For all shipments originating outside of Canada, the Vendor will ensure that properly executed customs documents are completed and must accompany each shipment, unless instructed otherwise by the RDCK; The Vendor will be responsible for paying any excise tax or other customs duties or levies in force at the time of shipment. The Vendor will clearly label and identify the RDCK's Agreement Administrator's contact information as indicated on the first page of this Agreement;

(o) The Vendor will supply Goods pursuant to Schedule A and to the place or places specified in this Agreement; If a method of shipping, carrier or route is specified, no deviation from those terms may be made without the RDCK's prior approval; The Vendor will be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method of shipping, carrier or route; The RDCK reserves the right to cancel any Goods not shipped as specified in this Agreement;

(p) No extra charges by Vendor will be allowed for tarping, special handling, packing boxing or crating, or for cases, packages, pallets, drums, reels or boxes, unless agreed to by the RDCK; The Vendor will mark all cases, packages, and bundles delivering the Goods with the contract number and RDCK Agreement Administrator's contact information as indicated on the first page of this Agreement; The Vendor will enclose a packing slip with each shipment showing the contract number, RDCK Agreement Administrator's contact information and full description of all Goods; The Vendor will be responsible for any damage to the Goods resulting from improper packing;

(q) No substitutions of Goods will be accepted unless they are authorized by the RDCK and, if authorized, must conform to specifications or other requirements and be equal or better in terms of value, functionality, performance, durability and availability;

(r) All Goods are subject to inspection and approval by the RDCK upon delivery; The RDCK may refuse acceptance of Goods that are damaged or defective, that do not conform to specifications or that otherwise fail to comply with this Agreement; The RDCK may inspect Goods at any time, but neither inspection nor non-inspection by the RDCK relieves the Vendor of its obligations hereunder; If the RDCK considers that any Goods are damaged or defective, fail to conform to specifications or fail to otherwise meet requirements herein, the Vendor at its sole expense will promptly make the necessary corrections, replacements or repairs; The Vendor will be

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responsible for all costs associated with the return and replacement of any damaged, defective or non-conforming Goods, including all freight and handling charges;

(s) Title to the Goods will pass to the RDCK upon the earlier of payment for such Goods by the RDCK or when the Goods are accepted by the RDCK, provided that risk of loss and damage will remain with the Vendor and will not transfer to the RDCK until the Goods are accepted by the RDCK;

(t) Without limiting any additional warranties provided by the Vendor, the Vendor warrants that all Goods will be new, of merchantable quality, free from defects in workmanship, design and materials and fit for their intended purpose, will strictly conform to applicable samples, specifications, drawings or other requirements furnished by the RDCK and will be transferred to the RDCK free and clear of liens, charges and encumbrances; Unless a longer period is specified in this Agreement, the Vendor will, without cost to the RDCK, correct, replace or repair any Goods which are defective or become defective, by reason of workmanship, design or material, or that otherwise fail to conform to the requirements of this Agreement, within one year from the date of acceptance by the RDCK; No express warranty or condition herein, nor any other term, will limit or exclude any warranty or condition otherwise imposed by statute; All warranties will remain in effect notwithstanding the expiry or earlier termination of this Agreement; The Vendor will assign to the RDCK or will enforce for the benefit of the RDCK any and all warranties granted by manufacturers, suppliers or sub-contractors;

(u) All electrical equipment must be Canadian Standards Association (CSA) approved or Province of British Columbia Electrical Energy Board approved, and must bear the appropriate sticker.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2 The RDCK shall:

(a) Subject to the provisions of this Agreement, pay the Vendor, in full payment for the Goods which in the opinion of the RDCK at the times set out is Schedule B of this Agreement (herein called "Contract Price"), and the Vendor shall accept such payment as full payment for the Goods;

(b) Make available to the Vendor all available information considered by the RDCK to be pertinent to the supply of the Goods;

(c) Give the Vendor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Goods.

CHANGES TO AGREEMENT

3 The RDCK and the Vendor acknowledge that it may be necessary to modify the Goods, the schedule of deliverables and/or the budget in order to supply the Goods. In the event that the RDCK or the Vendor wishes to make a change or changes to the Goods, the deliverables 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.

TERMINATION OF AGREEMENT

4 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.

5 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 6 shall discharge the RDCK of all of its liability to the Vendor under this Agreement.

6 Where this Agreement expires or is terminated before 100% completion of supply of Goods, the RDCK shall pay to the Vendor that portion of the Contract Price which is equal to the portion of Goods supplied to the satisfaction of the RDCK prior to expiration or termination.

7 Where the Vendor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

8 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Goods.

9 This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

10 Time shall be of the essence of this Agreement.

11 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.

12 A waiver of any provision or breach by the Vendor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.

13 A waiver under Section 12 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

14 The RDCK may, at its discretion, notify the Vendor that the terms, amounts and types of insurance required to be obtained by the Vendor hereunder be changed.

15 Where the Vendor 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 Vendor.

16 Where the Vendor is a partnership, all partners are to execute this Agreement.

17 Sections 2 (g) (h) of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

18 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.

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SCHEDULE A: TERMS, DELIVERY LOCATION AND GOODS

1 **TERM -** Notwithstanding the date of execution of this Agreement the Vendor shall provide the Goods described in Schedule A at the cost and terms described therein commencing on **October 20, 2025** and ending on **October 20, 2026** (the "**Term**").

2 **LOCATION -** The location for delivery of the Goods shall be Grohman Narrows Transfer Station, located at 1201 Insight Dr., in Nelson, Province of British Columbia, V1L 5P5

3 **GOODS** - The Vendor must provide the Goods as follows:
(a) Quantity 1 (one) – New 2026 International HX620 / 13 Chassis

(b) Detailed specification for the New 2026 International HX360 / S13 Chassis can be found in Schedule D.

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SCHEDULE B: CONTRACT PAYMENT TERMS

1 Total budget shall not exceed **$231,900.22** (excluding taxes).

2 Invoices to be submitted upon completion of the Project, and **must** be submitted no later than January 15th of the following year.

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

Contract #: 2025-164-RR

GL Code: 60000 / CAP1412-100

4 Invoices must be emailed to ap@rdck.bc.ca, with the RDCK contract administrator identified on the first page of this contract in cc.

5 Invoices to be paid on net 30 day term.

6 The Vendor'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 Vendor's name on the invoice must match the name identified in the first page of this contract.

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SCHEDULE C: VENDOR PROPOSAL & SPECIFICATIONS

PROPOSAL WILL BE INCLUDED IN FINAL VERSION

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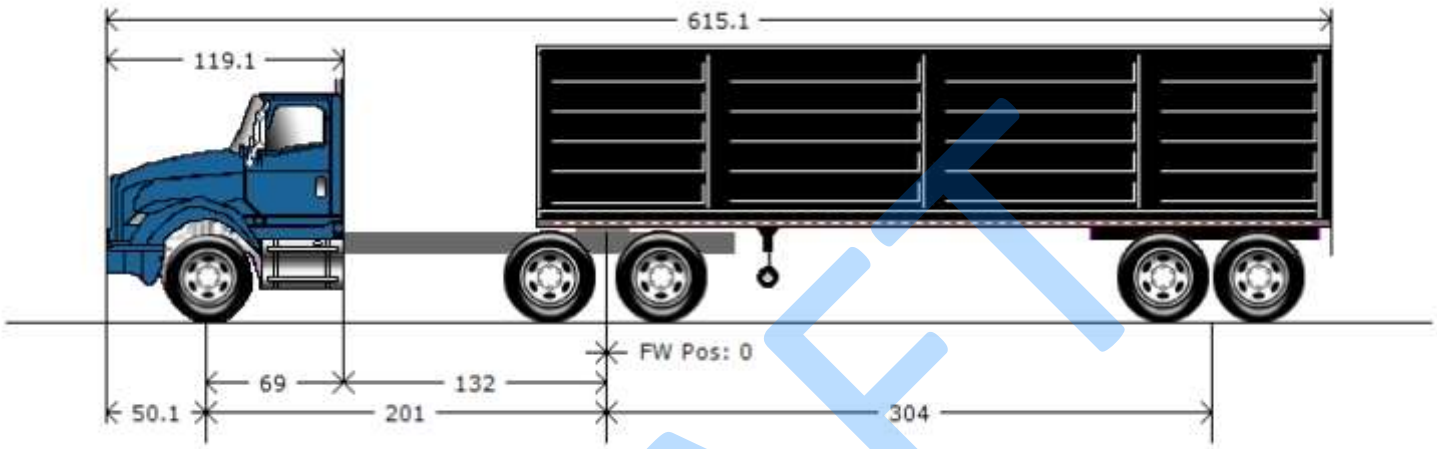
Prepared For:
REGIONAL DISTRICT OF CENTRAL KOOTENAY
Mark Braithwaite
202 Lakeside Drive
Nelson, BC V1L 6B9
(250)352 - 1507

Presented By:
Dawson International Truck Centres Ltd.
Gary L Bertrand
7156 Meadowlark Road
VERNON BC V1T 6N2
(250)545-2381

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	Specialized Trailer
MISSION:	Requested GCWR: 120000. Calc. GCWR: 140000. Calc. GVWR: 62000 Calc. Geared Speed: 81.0 MPH
DIMENSION:	Wheelbase: 201.00, CA: 132.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins X15 500V} Productivity Series, EPA 2024, 500HP @ 1900 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 512 Peak HP (Max)
TRANSMISSION, MANUAL:	{Fuller RTLOF-20918B} 18-Speed Manual, Double Overdrive, Air Shift, Internal Lube Oil Pump
CLUTCH:	{Eaton Fuller Advantage} Self-Adjusting, 15.5" Dia Two-Plate, Cast Angle Spring, Ceramic, 7-Spring Coaxial VCT Plus Damper with Pre-Damper, 2"-10 Tooth Spline, Mechanical Pull Type Control, 6-Button Disc, 2050 lb-ft Torque Capacity
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.10
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100LZ Location 1: 6768, Blue (Prem) Chassis schematic N/A

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Code	Description
HX62000	Base Chassis, Model HX620 SBA with 201.00 Wheelbase, 132.00 CA, and 65.00 Axle to Frame.
1616	FRAME RAILS WITH TAPERED REAR
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1AND	AXLE CONFIGURATION 6x4
1CGD	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LRB	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications
4808	HOSE TENDER Slide Bar with Single Spring Bracket, Bar Extended 4" from Cab
4AZY	AIR BRAKE ABS {Bendix AntiLock Brake System} 6-Channel (6 Sensor/6 Modulator) Electronic Stability Program, with Automatic Traction Control
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VHW	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab; Perpendicular to Rail
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WRJ	AIR COMPRESSOR DISCHARGE LINE 1/2" ID to 5/8" ID Teflon Hose, with Stainless Steel Braid; to Air Dryer
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks
4XAL	TRAILER HOSES AND CABLES {Phillips} Coiled, Nylon Hose, 12' Working Length, 12" Tractor Lead Length, 6" Trailer Lead Length, Aluminum Glad Hands with Rubber Seals, Phillips Trailer Lighting Cable, Coiled, 15' with 42" Tractor Lead and 12" Trailer Lead, with Nylon Plug
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

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Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGX	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WCK	EXHAUST HEIGHT 12' 6"
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8585	FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns
8836	HORN, AIR (2) Single Bell, Organ Tone, Extra Long, Chrome
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8RMW	SPEAKERS (2) 6.5" Coax Mounted in Doors, (2) 5.25" Coax Mounted in B-Pillars
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8THH	AUX. TRAILER SOCKET {Phillips} 7-Way, with Battery Fed Circuit to Center Pin, with 25 Amp Fuse and Relay Controlled by Switch (with Indicator Light) Controlled by Accessory Side of Key Switch, Switch Mounted on Instrument Panel
8TKJ	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes License Plate Light
8VAY	HORN, ELECTRIC Disc Style

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Code	Description
8VUP	BATTERY BOX COVER Aluminum, Universal Cover that Covers Both Battery Box & DEF Tank
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XBK	SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel
8XJC	BATTERY WIRING MODIFICATION Battery Discharge Protection System; Control thru Body Controller
8XKC	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled
8XLV	LIGHT, WORK (2) LED, Pedestal Mounted, Back of Cab in Middle Back Panel, with Switch on Instrument Panel
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
8XPN	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting, Composite
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh
9WAC	BUG SCREEN Mounted Behind Grille
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10KKS	FIFTH WHEEL, AIR SLIDE {Holland FW35J824XL00} 24" Slide, 8" Above Top of Frame, Left Hand Release
10NCA	COUNTRY IDENTITY for Canada
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
10VAA	KEYS - ALL ALIKE, ADDITIONAL 3 Keys
10WCY	SAFETY TRIANGLES
10WPY	MUD FLAPS, REAR Black Rubber, Anti-Sail, Less Holders

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Code	Description
10WRM	MUD FLAP HOLDER {Betts B-35} .640" Square, 45-Degree End, Aluminum Plate with Red and White Reflective Tape, Less Flaps
11MRV	CLUTCH {Eaton Fuller Advantage} Self-Adjusting, 15.5" Dia Two-Plate, Cast Angle Spring, Ceramic, 7-Spring Coaxial VCT Plus Damper with Pre-Damper, 2"-10 Tooth Spline, Mechanical Pull Type Control, 6-Button Disc, 2050 lb-ft Torque Capacity
11WAK	CLUTCH EFFECTS Hydraulic Clutch Actuation System, with Air Assist
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EWZ	ENGINE, DIESEL {Cummins X15 500V} Productivity Series, EPA 2024, 500HP @ 1900 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 512 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
12VCA	AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted
12VJZ	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2025
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WGA	HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WYW	BLOCK HEATER, ENGINE {Phillips} 120V/1500W, with "Y" Cord for 120V/300W Oil Pan Heater
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13GYK	TRANSMISSION, MANUAL {Fuller RTLOF-20918B} 18-Speed Manual, Double Overdrive, Air Shift, Internal Lube Oil Pump
13WAS	CLUTCH HOUSING Aluminum; Available with 1350 to 2050 lb-ft Capacity Fuller Transmissions
13WGJ	OIL COOLER, TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
13WGP	INPUT SHAFT Heavy Duty Roller Bearing; Spline Size 2.00" with 1.18" Pilot, Use with Eaton 13/18 Speed Manual Transmissions, with Transmission Mounted, 6 or 8 bolt PTO's with Up to the Total PTO Output of 500 lb. ft.
13WLX	TRANSMISSION OIL {EmGard 40W} Synthetic; 22 thru 33.99 Pints
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.10
14ULB	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers

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Code	Description
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15960	FUEL TANK STRAPS Bright Finish Stainless Steel, for Dual Fuel Tanks
15DXE	FUEL TANK (2) Non-Polished Aluminum, 24" Dia, 100 US Gal (379L); Total Capacity 200 US Gal (757L), with Dual Supply and Return Lines, Less Equalizer Line, Mounted Left and Right Side, Back of Cab
15LNA	FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled
15LPU	FUEL/WATER SEPARATOR {Racor 6600} Pre-Filter and Filter Base, Includes Water-in-Fuel Sensor
15WEZ	DEF TANK 18 US Gal (68L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WUD	FUEL TANK LOCATION Customer Approved Back of Cab Fuel Tank Configuration
16030	CAB Conventional, Day Cab
16AAH	GAUGE, AIR PRESSURE for Pressure in Rear Air Suspension, Mounted in Instrument Center Panel
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEH	GAUGE CLUSTER Premium Level; English with Metric Electronic Speedometer
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGG	GAUGE, OIL TEMP, ENGINE
16HGJ	GAUGE, OIL TEMP, MANUAL TRAN for Manual Transmission
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HGN	GAUGE, AIR APPLICATION
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LWM	SEAT, DRIVER {ISRI} Series 400, Air Suspension, High Back, Mordura, Double Chamber Lumbar, Heat, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16SRM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Mordura Cloth, with Fixed Back, with Under Seat Storage
16UZJ	STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16VLV	MONITOR, TIRE PRESSURE Omit
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

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Code	Description
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open
16XJP	INSTRUMENT PANEL Wing Panel
16XRX	MODESTY PANEL Painted
16XWV	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral LED Clearance/Marker Lights
16XYW	CAB SOUND INSULATION Day Cab Interior Noise Reduction Package
16ZHT	ACCESS, CAB AND FRAME Aluminum, Driver & Passenger Sides, Two Steps per Door; Left and Right Side Frame Access Steps, Two Full Length Steps per Tank, Includes One Deck Plate and Grab Handle on Each Side, for use with Day Cab or Sleeper Cab
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DWR	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135430	(8) TIRE, REAR 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive
7682543212	(2) TIRE, FRONT 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline
	Services Section:
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B
	Summit wet kit
	Lott fee
	Additional transportation
	C6630G Tariff Surcharge
	Mounted 5lb fire ext

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Committee Report

October 15, 2025

Burton & Edgewood Transfer Station Operations and Maintenance – Contract Extension

Author:	Larry Brown, Resource Recovery Operations Supervisor
File Reference:	06/2230/10/2021/2021-093-ENV
Electoral Area/Municipality:	West Sub-Region
Services Impacted	S188 Refuse Disposal – West Subregion

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK to extend the Goods and Services Agreement with CJ Industries Inc. for Burton and Edgewood Operations and Maintenance to a maximum value of $138,680 plus GST for a one year period commencing September 30, 2025 and ending on September 30, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

2.0 BACKGROUND/HISTORY

In 2021 the Board approved the following resolution:

Board Res. # 537/21: That the Board accept Central Kootenay Garbage Club's Burton and Edgewood Operations and Maintenance contract proposal, for an estimated of a three year total price of $336,600.00 + GST to be paid from Service S188 West Resource Recovery, with the inclusion of annual contract price adjustments for a period of three years commencing September 30, 2021 with the allowance for two, one year extensions; AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents.

In 2022 The Central Kootenay Garbage Club was purchased by Chris Jackins, who has continued to fulfill all requirements of the contract to date.

Effective June 18, 2024 Chris Jackins changed the name of his company from the Central Kootenay Garbage Club to CJ INDUSTRIES INC.

In 2024 the Board approved the following resolution to extend the current contract:

Board Res. #496/24: That the Board approve the RDCK extend the Goods and Services Agreement with CJ Industries Inc. for Burton-Edgewood Operations and Maintenance for a one year period commencing September 30, 2024 and ending on September 29, 2025 at the price of $138,659.62, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, that the costs be paid from Service S188 -West Resource Recovery.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The current contract term extension has been reached and the last extension remaining must be awarded or a new contract procured to maintain operations at the Burton and Edgewood transfer stations.

3.1 Alignment to Board Strategic Plan

The one year extension of this contract aligns with the RDCK Strategic Plan focused on developing more cost effective and practical approach to asset management.

Our objective is to optimize the utilization of our financial resources, ensuring maximum efficiency and delivering exceptional value.

3.2 Legislative Considerations

Not applicable.

3.3 What Are the Risks

Not proceeding with the extension would require month-to-month extensions while procuring a new operations contract to avoid interruption of services.

4.0 PROPOSED SOLUTION

Staff recommend utilizing the last one-year extension for the contract and in 2026 issuing a Request for Proposal for a new contract for the services.

The current contractor CJ Industries' performance is excellent, and they have maintained compliance with all contractual obligations. The contractor has indicated a willingness to extend the contract with no modifications to the terms and conditions.

4.1 Financial Considerations of the Proposed Solution

The annual price for this contract has increased each year since contract commencement due to the language within the contract that states:

> *The price as presented in Schedule C-1: Contract Price shall be adjusted annually on the anniversary date of the Contract according to the following formula:*
>
> *Cumulative Contract Price x Percentage change of those indices of the annual Average Consumer Price Index for British Columbia listed below in the proportions listed below, of the calendar year immediately preceding the date for which the fee rate is being adjusted.*
>
> *Annual Adjustment Index = 0.80 LI + 0.20 FI, where:*
> *(a) LI (the labour index) means the Consumer Price Index*
> *(b) FI (the fuel index) means "Diesel fuel, British Columbia" – Industry Price Indexes*
> *The tables references by Statistics Canada will be the most up to date and relevant tables available.*

The original Sept 2021 – Sept 2022 Annual contract price was	$112,200
The Sept 2022 – Sept 2023 Annual contract price was	$122,508
The Sept 2023 – Sept 2024 Annual contract price was	$138,898
The Sept 2024 – Sept 2025 Annual contract price was	$138,659

The Sept 2025 – Sept 2026 Annual contract price will be $138,680

The 2025 Financial Plan allocates $137,000 annually for the operations and maintenance of the Burton and Edgewood transfer stations. The draft 2026 Financial Plan will be updated to reflect the contract price and annual adjustment until September and an expected increase for a new contract starting in October 2026.

4.2 Risks with the Proposed Solution

None noted.

4.3 Resource Allocation and Workplan Impact

No impact to workplan.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Communities in the area will benefit from continued service.

4.5 Leveraging Technology

Not applicable.

4.5 Measuring Success

No interruption of service would be a successful outcome.

5.0 ALTERNATIVE SOLUTION(S)

Do not extend the current contract and issue a new opportunity for other bidders to submit proposals.

5.1 Financial Considerations of the Alternative Solution(s)

Staff expect a cost increase with a new contract.

5.2 Risks with the Alternative Solution(s)

One risk is that no bidders submit a proposal which would jeopardize continued operations at the Burton and Edgewood transfer stations.

Another risk is that the current contractor's new contract price could be higher than the current contract with the annual adjustment applied.

5.3 Resource Allocation and Workplan Impact

Issuing a new opportunity will take time and staff resources.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

No stakeholder engagement is required.

5.5 Measuring Success

Success will be measured by service improvement and/or a reduction in cost.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

None at this time

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board approve the RDCK to extend the Goods and Services Agreement with CJ Industries Inc. for Burton and Edgewood Operations and Maintenance to a maximum value of $138,680 plus GST for a one year period commencing September 30, 2025 and ending on September 30, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

Option 2:

Recommendation:

That the Board direct staff to extend the Burton-Edgewood Operations and Maintenance contract with CJ Industries Inc. for a 3 month year period commencing September 30, 2025 and ending on December 30, 2025, with the option to extend month-to-month until a new contract is in place; AND FURTHER that staff is issue a Request for Proposal for a new agreement.

8.0 RECOMMENDATION

That the Board approve the RDCK to extend the Goods and Services Agreement with CJ Industries Inc. for Burton and Edgewood Operations and Maintenance to a maximum value of $138,680 plus GST for a one year period commencing September 30, 2025 and ending on September 30, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

Respectfully submitted,
Larry Brown

CONCURRENCE

Resource Recovery Manager - Amy Wilson
Corporate Financial Officer – Yev Malloff
Chief Administrative Officer - Stuart Horn

ATTACHMENTS:

Attachment A – DRAFT Agreement Amendment

Agreement Amendment

Contract #: 2021-093-ENV
Amendment #: 02
GL Code: 54030 / OPR422 & OPR420
Project: Burton and Edgewood Site Operation & Maintenance – Extension Term 2
RDCK Contract Lead: Larry Brown, lbrown@rdck.bc.ca

THIS AGREEMENT AMENDMENT is executed and dated for reference the:

_____ day of _____, 2025
(Day) (Month) (Year)

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND CJ INDUSTRIES INC. (FORMERLY CENTRAL KOOTENAY GARBAGE CLUB INC.) HEREBY AMEND THE GOODS AND SERVICES AGREEMENT FOR THE BURTON AND EDGEWOOD SITE OPERATION & MAINTENANCE DATED FOR REFERENCE THE 15TH DAY OF NOVEMBER 2021 AS FOLLOWS:

1 TERM

The Term in Section (b) of the Agreement shall be extended from September 30, 2025 to September 30, 2026.

2 PAYMENT AMENDMENT

Section 1 of Schedule B of the Agreement shall be amended to include the following:

Total Annual Fee for the first extension term from September 30, 2025 to September 30, 2026 shall not exceed $138,680 (excluding GST).

Please quote Contract No. 2021-093-ENV on all invoices associated with this work.

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All other terms and conditions of the Agreement dated for reference the 15th day of November, 2021 and subsequent amendments shall remain in effect.

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	CJ INDUSTRIES INC.
(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)

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