



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

Date: Wednesday, April 15, 2026
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

2:00 p.m. MST

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 Hewat 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 April 15, 2026 Joint Resource Recovery meeting be adopted as circulated.

2.3 RECEIPT OF MINUTES

6 - 11

The February 18, 2026 Joint Resource Recovery minutes, have been received.

3. JRRC ITEMS

3.1 PRESENTATION: RESOURCE RECOVERY PROGRAM UPDATE [Entire RDCK]

12 - 27

Heidi Bench, Projects Advisor will present to the committee on annual waste and diversion trends, and update on the Resource Recovery Plan status. The presentation has been received.

3.2 VERBAL REPORT: ILLEGAL DUMPING & PRE-APPLICATION [Entire RDCK]

28 - 29

Heidi Bench, Projects Advisor will give a verbal report on illegal dumping and present the "Illegal Dumping Cleanup" pre-application form.

The draft Illegal Dumping Cleanup pre-application form has been received.

3.3 OPERATING HOURS ADJUSTMENT: YMIR TRANSFER STATION & RECYCLING DEPOT [Central Subregion]

Committee Member D. Lockwood brings forward a recommendation regarding a change to the operating hours at the Ymir Transfer Station and Recycling Depot.

RECOMMENDATION:

That the board direct staff to reduce the operating hours of the Ymir Transfer Station and Satellite Recycling Depot to one day a month from May 31, 2026 to December 31, 2026 to help residents adjust to permanent closure.

3.4 FOR INFORMATION: RESULTS OF REQUEST FOR EXPRESSION OF INTEREST FOR ECO-DEPOTS [Entire RDCK]

30 - 34

The Committee Report from Akane Norimatsu, Resource Recovery

Technician presenting the results of the Request for Expression of Interest for Eco-Depots in Creston, Castlegar and Nakusp, has been received.

3.5 CITY OF NELSON REQUEST: FOODCYCLER DROP OFF LOCATION
[Central Subregion]

Amy Wilson, Resource Recovery Manager will provide verbal report detailing a request from the City of Nelson to install a FoodCycler pre-treated food waste drop-off location at the Nelson Lakeside Recycling Depot.

3.6 VERBAL REPORT: CRESTON LANDFILL HOURS OF OPERATION REDUCTION UPDATE
[East Subregion]

Nathan Schilman, Environmental Technologist will give a verbal report regarding feedback received on the potential reduction of operating hours at the Creston Landfill.

3.7 CONTRACT AWARD: KASLO & BALFOUR LEGACY LANDFILL CLOSURE WORK
[Central Subregion]

35 - 56

The Committee Report from AJ Evenson, Senior Project Manager regarding the contract award for the civil work necessary to complete closure of the historical portions of the Kaslo and Balfour landfills, has been received.

RECOMMENDATION:

That the Board approve the RDCK enter into a Services Agreement with McNally Excavating Inc. for the Kaslo and Balfour Transfer Stations Civil Work to a maximum value of \$75,210.50 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

AND FURTHER, that the Board approve an amendment to the 2026 Financial Plan for Refuse Disposal – Central Subregion Service S187 to INCREASE Account Transfers from Reserves by \$62,097 and INCREASE Account Capital Expense by \$62,097.

3.8 CONTRACT AWARD: NAKUSP TRANSFER STATION MAINTENANCE & SNOW REMOVAL
[West Subregion]

57 - 85

The Committee Report from Larry Brown, Operations Supervisor regarding the contract award for the Nakusp Transfer Station maintenance and snow removal services, has been received.

RECOMMENDATION:

That the Board approve the RDCK enter into a Services Agreement with Global Roadway Maintenance Inc., for the Snow Removal and Site Maintenance Services at the Nakusp Transfer Station not to exceed an annual value of \$93,197 plus GST, with annual adjustments as prescribed in the Services Agreement, for the period of May 1, 2026 till April 30, 2028, with up to two (2) one-year extensions, and that the Chair and the Corporate Officer be authorized to sign the necessary documents;

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

**3.9 CONTRACT EXTENSION: WOOD WASTE REDUCTION SERVICES
[Entire RDCK]**

86 - 91

The Committee Report from Larry Brown, Operations Supervisor regarding the contract extension for wood waste reduction services, has been received.

RECOMMENDATION:

That the Board approve the RDCK to extend the Services Agreement with Frazer Excavation Ltd. for Wood Waste Reduction Services to a maximum value of \$147,600 plus GST for a one-year period commencing September 1, 2026 and ending August 31, 2027, 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; Service S187 Refuse Disposal - Central Subregion and Service S188 Refuse Disposal - West Subregion.

3.10 VERBAL REPORT: REFUNDABLE COLLECTION SERVICE UPDATE

Amy Wilson, Resource Recovery Manager will give a verbal update on refundable collection services.

4. CORRESPONDENCE FOR RECEIPT

**4.1 RECYCLING COUNCIL OF BC - RECYCLING INFORMATION LINE &
RECYCLEPEDIA 2025 SUMMARY**

92 - 96

5. PUBLIC TIME

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

6. CLOSED

6.1 MEETING CLOSED TO THE PUBLIC

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

RECOMMENDATION:

In the opinion of the Committee 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:

(g)litigation or potential litigation affecting the municipality;

(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;

6.2 RECESS OF OPEN MEETING

RECOMMENDATION:

The Open meeting be recessed at _____ p.m. in order to conduct the Closed meeting.

7. ADJOURNMENT

RECOMMENDATION:

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



REGIONAL DISTRICT OF CENTRAL KOOTENAY

JOINT RESOURCE RECOVERY COMMITTEE

OPEN MEETING MINUTES

A Joint Resource Recovery Committee meeting was held on Wednesday February 18, 2026
 1:00 am PST / 2:00 pm MST through a hybrid meeting model.

COMMITTEE MEMBERS	Director G. Jackman	Electoral Area A	In-person
	Director R. Tierney	Electoral Area B	In-person
	Director K. Vandenberghe	Electoral Area C	In-person
	Director A. Watson	Electoral Area D	In-person
	Alt. Director J. Smienk	Electoral Area E	In-person
	Director T. Newell	Electoral Area F	
	Director W. Popoff	Electoral Area H (Chair)	In-person
	Director H. Cunningham	Electoral Area G	In-person
	Director A. Davidoff	Electoral Area I	
	Director H. Hanegraaf	Electoral Area J	In-person
	Director T. Weatherhead	Electoral Area K	In-person
	Director M. McFaddin	City of Castlegar	
	Director A. McLaren-Caux	Village of Nakusp	
	Director J. Woodward	City of Nelson	In-person
	Alt. Director J. Fyke	Village of New Denver	
	Director D. Lockwood	Village of Salmo	In-person
	Director E. Buller	Village of Slocan	
Director S. Hewat	Village of Kaslo		
Director T. Gordon	Village of Silverton		
Councillor C. Hawton	Town of Creston		
STAFF	U. Wolf	General Manager Environmental Services	
	A. Wilson	Resource Recovery Manager	
	A. Hamilton	Environmental Projects Lead	
	N. Schilman	Environmental Technologist	
	H. Bench	Resource Recovery Projects Advisor	
	A. Norimatsu	Resource Recovery Technician	
	E. Clark	Meeting Coordinator	
GUEST	S. Garthwaite	Sperling Hansen Associates	

1. ZOOM REMOTE MEETING INFO

Join Zoom Meeting

<https://rdck-bc-ca.zoom.us/j/98572164791?pwd=plCY9ggLwVZtdzR2zmtuHXJOMq138L.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 Popoff called the meeting to order at 1:00 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

Moved and seconded,
And resolved:

The Agenda for the February 18, 2026 Joint Resource Recovery Committee meeting be adopted as circulated.

Carried

2.3 Receipt of Minutes

The January 21, 2026 Joint Resource Recovery Committee Minutes Revised have been received.

3. JRRC ITEMS

3.1 OOTISCHENIA TRANSFER STATION UPGRADE ASSESSMENT OPTIONS

[West & Central Subregions]

The Committee Report dated February 18, 2026 from Nathan Schilman, Environmental Technologist regarding the Ootischenia Transfer Station Upgrade Assessment, has been received.

Sperling Hansen Associates Inc. delivered a presentation to accompany the report outlining three upgrade options and the recommended design.

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

That the Board approve advancing with Option C for the Ootischenia Transfer Station upgrade as the preferred conceptual layout, as outlined in the Sperling Hansen Associates Inc. report Ootischenia Transfer Station Options Assessment, including a phased development approach starting with Phase 1 critical infrastructure.

Carried

3.2 REGIONALIZATION REQUEST FOR DIRECTION

[Entire RDCK]

The Committee Report dated February 18, 2026 from Heidi Bench, Resource Recovery Projects Advisor requesting direction on regionalization, has been received.

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

That the Board direct staff to procure a qualified professional to prepare a Service Feasibility Study and report back to the Board on the legislative and financial implications of the amalgamation of Refuse Disposal East Subregion Service S186, Refuse Disposal Central Subregion Service S187, and Refuse Disposal West Subregion Service S188 to address inefficiencies and inequities in the sub-regional administration of the RDCK resource recovery system;

AND FURTHER, that the Board authorizes the transfer of up to a maximum of \$50,000 from Feasibility Study Reserve Fund Service S106 to Resource Recoveries Service A102 to fund the Service Feasibility Study.

Carried

**DIRECTOR
PRESENT**

Councillor Hawton joined the meeting at 1:50 p.m.

**RECESS/
RECONVENE**

The meeting recessed at 2:30 pm for a break and reconvened at 2:45 p.m.

3.3 FOR INFORMATION: FEDERAL PLASTICS REGISTRY UPDATE

[Entire RDCK]

Heidi Bench, Resource Recovery Projects Advisor will provide a verbal update on the amended Federal Plastics Registry (FPR) reporting timelines.

The following item has been received:

- Letter from MP Helena Konanz to Minister of Environment, Climate Change and Nature regarding the FPR - January 23, 2026

3.4 FOR INFORMATION: LANDFILL METHANE REGULATION

[Entire RDCK]

Heidi Bench, Resource Recovery Projects Advisor will provide a verbal update on the new Landfill Methane Regulations.

3.5 FOR INFORMATION: EXTENDED PRODUCER RESPONSIBILITY CONSULTATION SCHEDULE

[Entire RDCK]

Akane Norimatsu, Resource Recovery Technician will provide a verbal report on the Extended Producer Responsibility (EPR) consultation schedule for 2026/2027.

The following item has been received:

- 2026/2027 Consultation Plans for EPR Programs and New Material Types

**DIRECTOR
ABSENT**

Director Watson left the meeting at 3:10 p.m.

3.6 RESOURCE RECOVERY FACILITIES OPERATIONAL HOURS REVIEW

This item was referred from the January 21, 2026 Joint Resource Recovery Committee meeting.

The Committee Report dated January 21, 2026 from Heidi Bench, Projects Advisory regarding a review of the Resource Recovery facility operating hours, has been received.

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

That the Board direct staff to reduce the operating hours of the Riondel Recycling Depot to one day a week after April 30, 2026;

AND FURTHER, based on resulting utilization rate trends, reassess the site viability for the 2027 budget cycle.

Carried

DIRECTOR Director Davidoff left the meeting at 3:20 p.m.
ABSENT

4. CORRESPONDENCE FOR RECEIPT

4.1 Response Email from Ministry of Environment and Parks in response to RDCK Environmental Management Act Fee Letter - December 16, 2025

Note - referred from the January 21, 2026 Joint Resource Recovery Committee Meeting.

4.2 Letter from Ministry of Environment and Parks in response to RDCK Environmental Management Act Fee Letter – February 3, 2026

4.3 Email from the Minister of Environment and Parks in response to RDCK letter re. inclusion of mattresses in the Recycling Regulation – December 19, 2025

5. PUBLIC TIME

The Chair called for questions from the public and members of the media at 3:22 p.m.

No questions from the public.

6. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourned at 3:22 p.m.

Carried

CERTIFIED CORRECT

APPROVED BY

Director W. Popoff, Chair
February 18, 2026

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

1. That the Board approve advancing with Option C for the Ootischenia Transfer Station upgrade as the preferred conceptual layout, as outlined in the Sperling Hansen Associates Inc. report Ootischenia Transfer Station Options Assessment, including a phased development approach starting with Phase 1 critical infrastructure.
2. That the Board direct staff to procure a qualified professional to prepare a Service Feasibility Study and report back to the Board on the legislative and financial implications of the amalgamation of Refuse Disposal East Subregion Service S186, Refuse Disposal Central Subregion Service S187, and Refuse Disposal West Subregion Service S188 to address inefficiencies and inequities in the sub-regional administration of the RDCK resource recovery system;

AND FURTHER, that the Board authorizes the transfer of up to a maximum of \$50,000 from Feasibility Study Reserve Fund Service S106 to Resource Recoveries Service A102 to fund the Service Feasibility Study.

3. That the Board direct staff to reduce the operating hours of the Riondel Recycling Depot to one day a week after April 30, 2026;

AND FURTHER, based on resulting utilization rate trends, reassess the site viability for the 2027 budget cycle.



2025 Resource Recovery Program Update

Joint Resource Recovery Committee

Presented by: Heidi Bench
Date: April 15, 2026



Topics

- 1 Resource Recovery Programs
- 2 Waste Data and Trends
- 3 Resource Recovery Plan - Progress Update
- 4 Resource Recovery Plan - Monitoring

RESOURCE RECOVERY in the RDCK

DIVERSION

WASTE DISPOSAL

TRANSFER STATIONS & LANDFILLS

13 transfer stations
2 landfills (operated by GFL)

EPR support:



RECYCLING DEPOTS

12 core depots
8 satellite depots
5 ICI cardboard bins

EPR support:



COMPOST FACILITIES

2 windrow facilities

HHW EVENTS & ECO-DEPOT

1 eco-depot (managed by Nelson Leafs)
6 annual HHW events

EPR support:

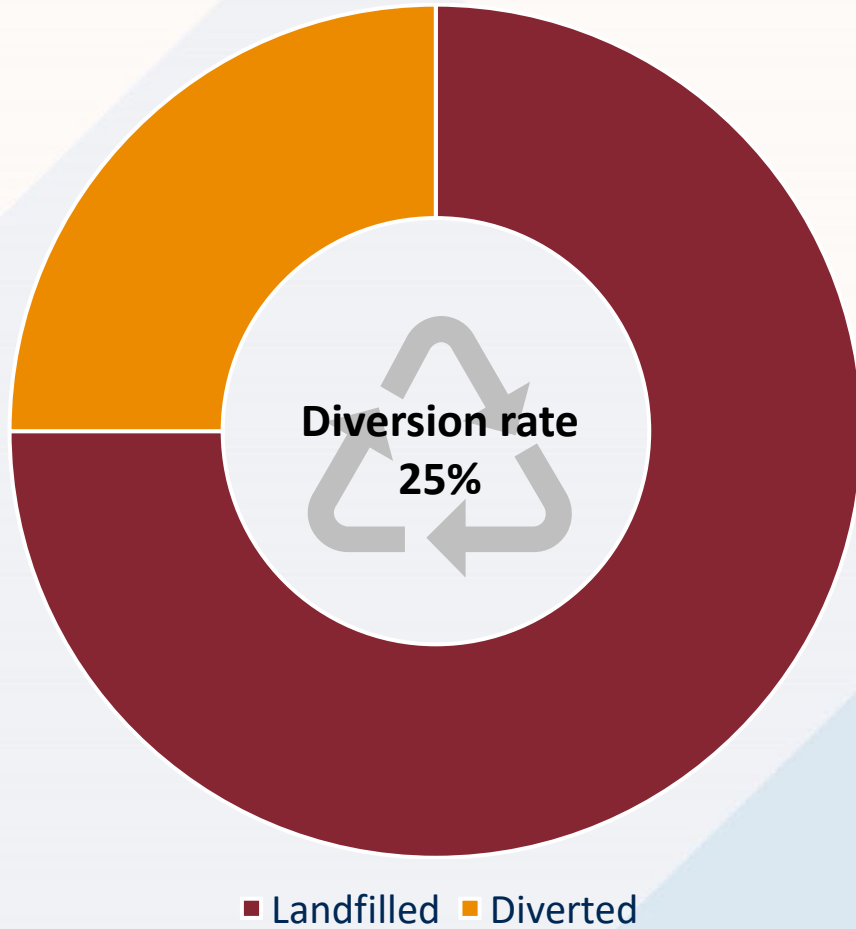


COMMUNITY-LED:

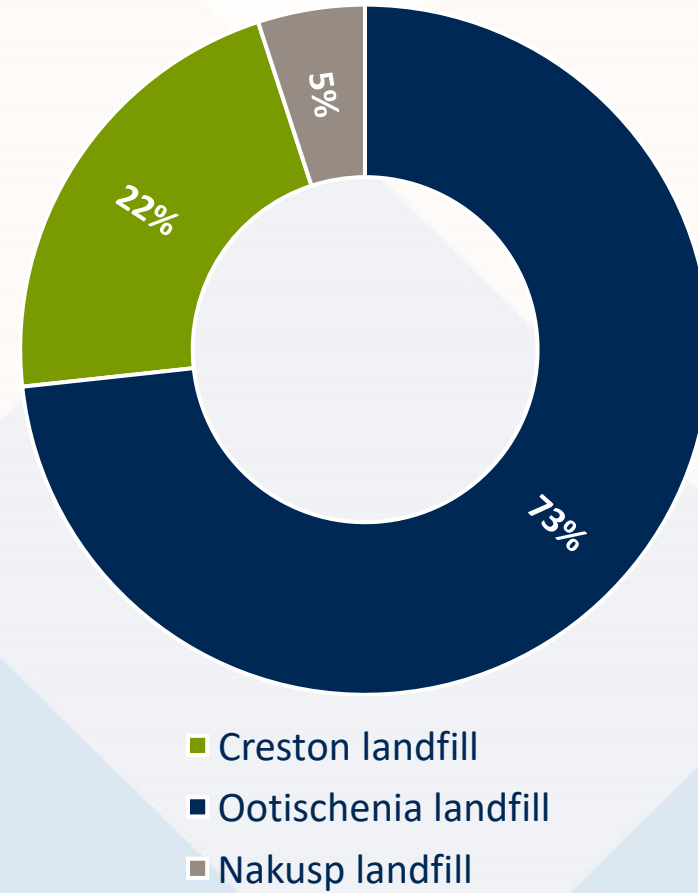
Thrift stores
Repair cafes
Trash-to-treasure events
Bottle depots
Curbside collection
At-home composting



2025 Management of Waste

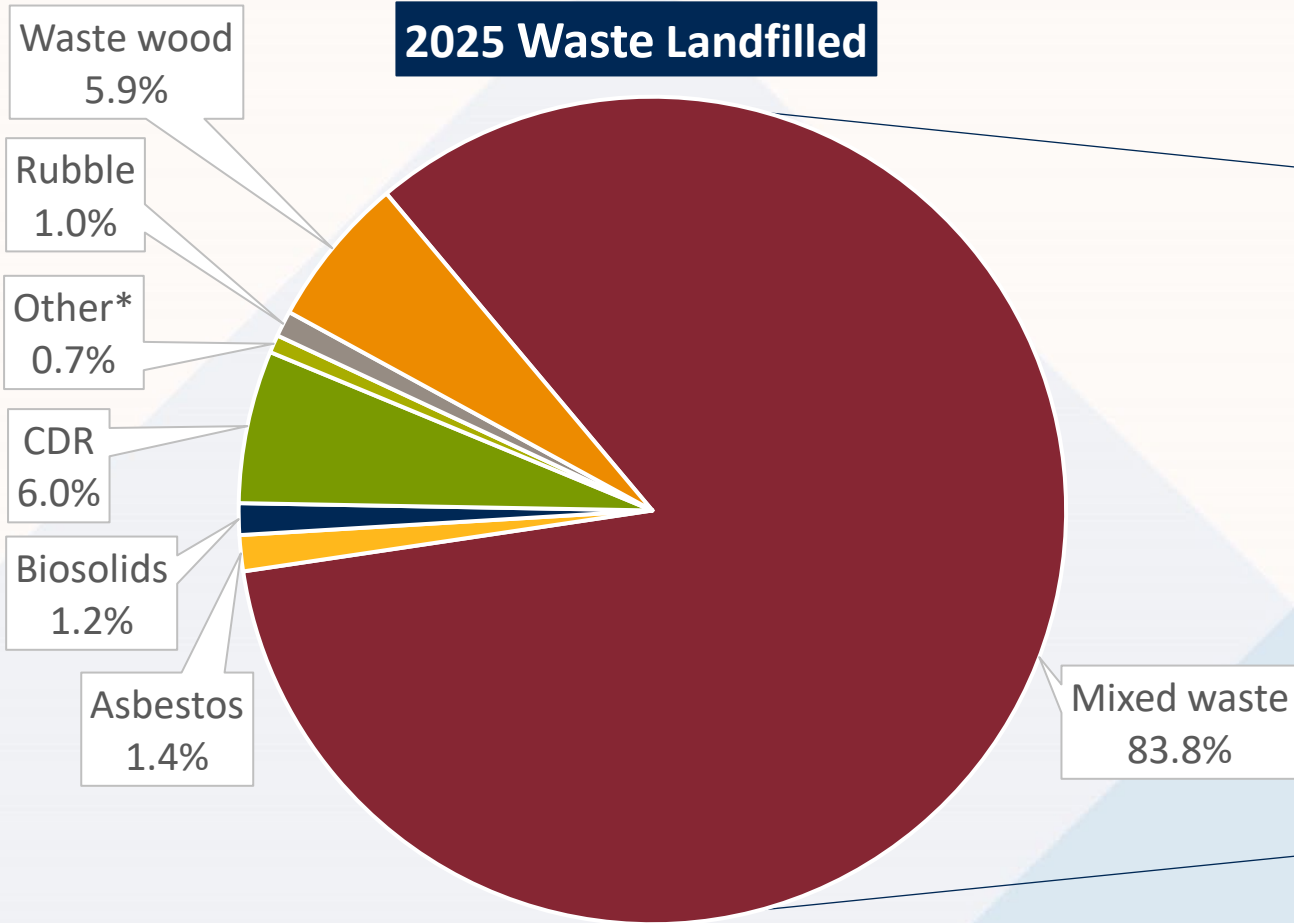


2025 Waste Disposal Location

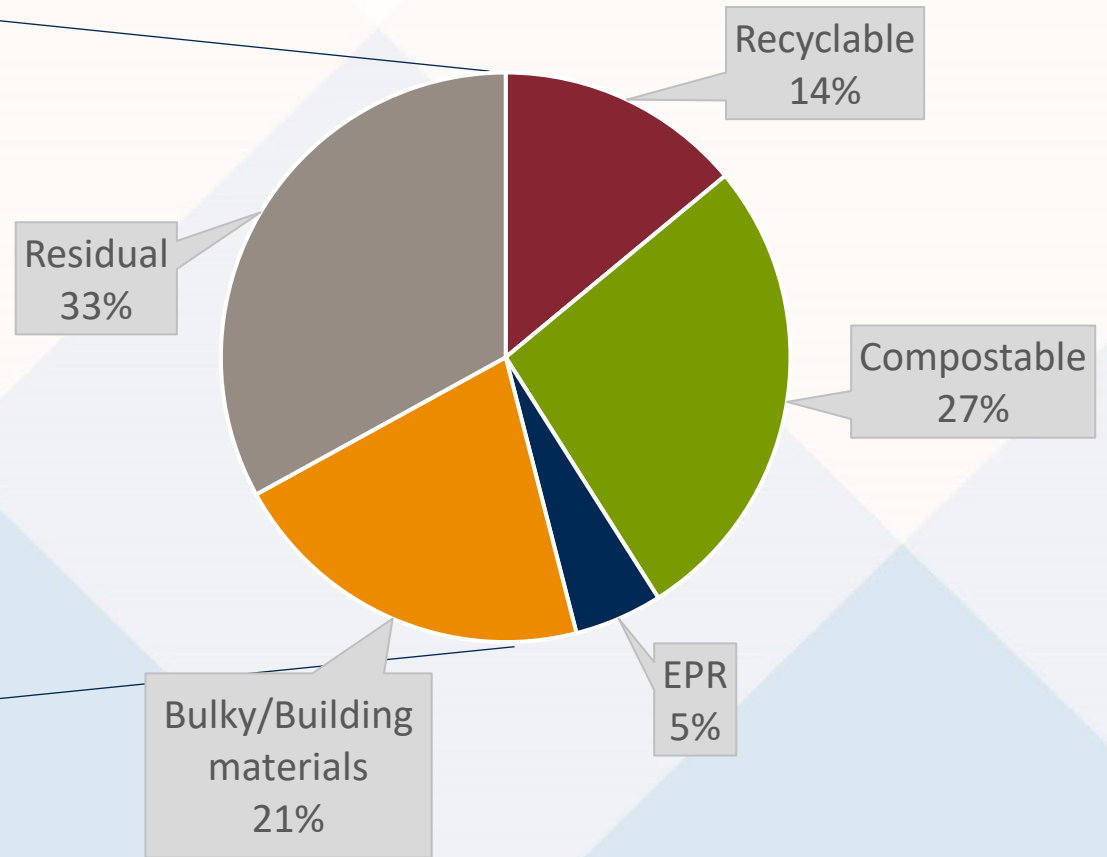


WASTE DATA AND TRENDS

2025 Waste Landfilled



Diversion Potential

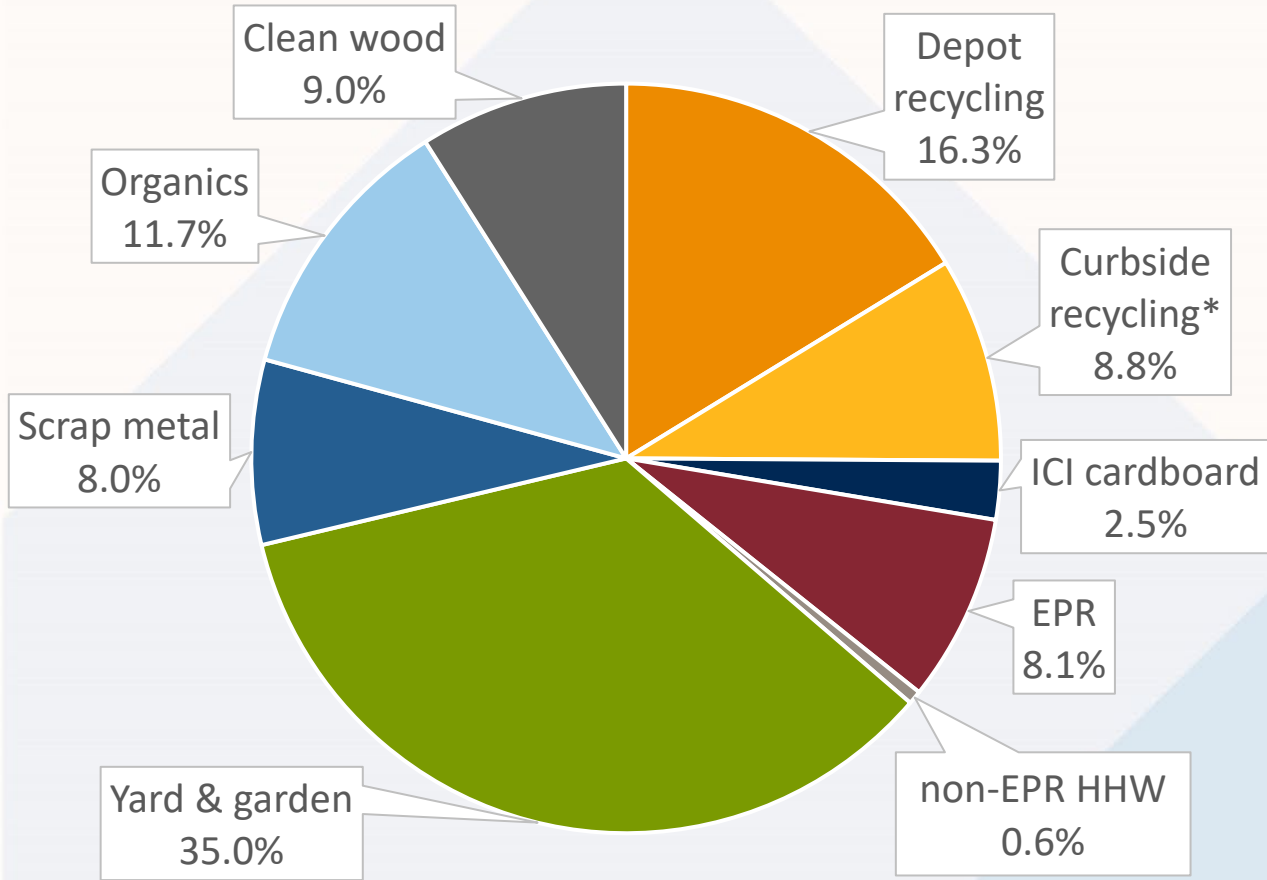


*Other includes bulky waste, land clearing waste, noxious weeds, and rejected organics



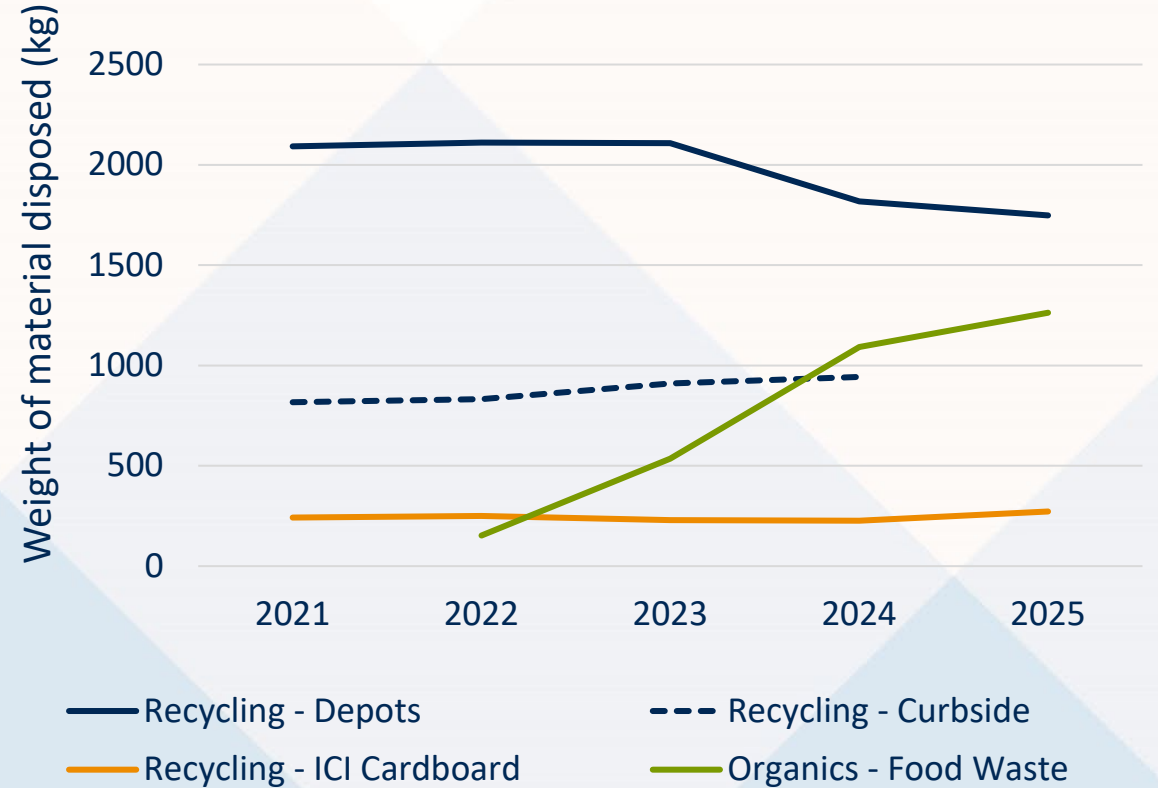
WASTE DATA AND TRENDS

2025 Diversion by Material



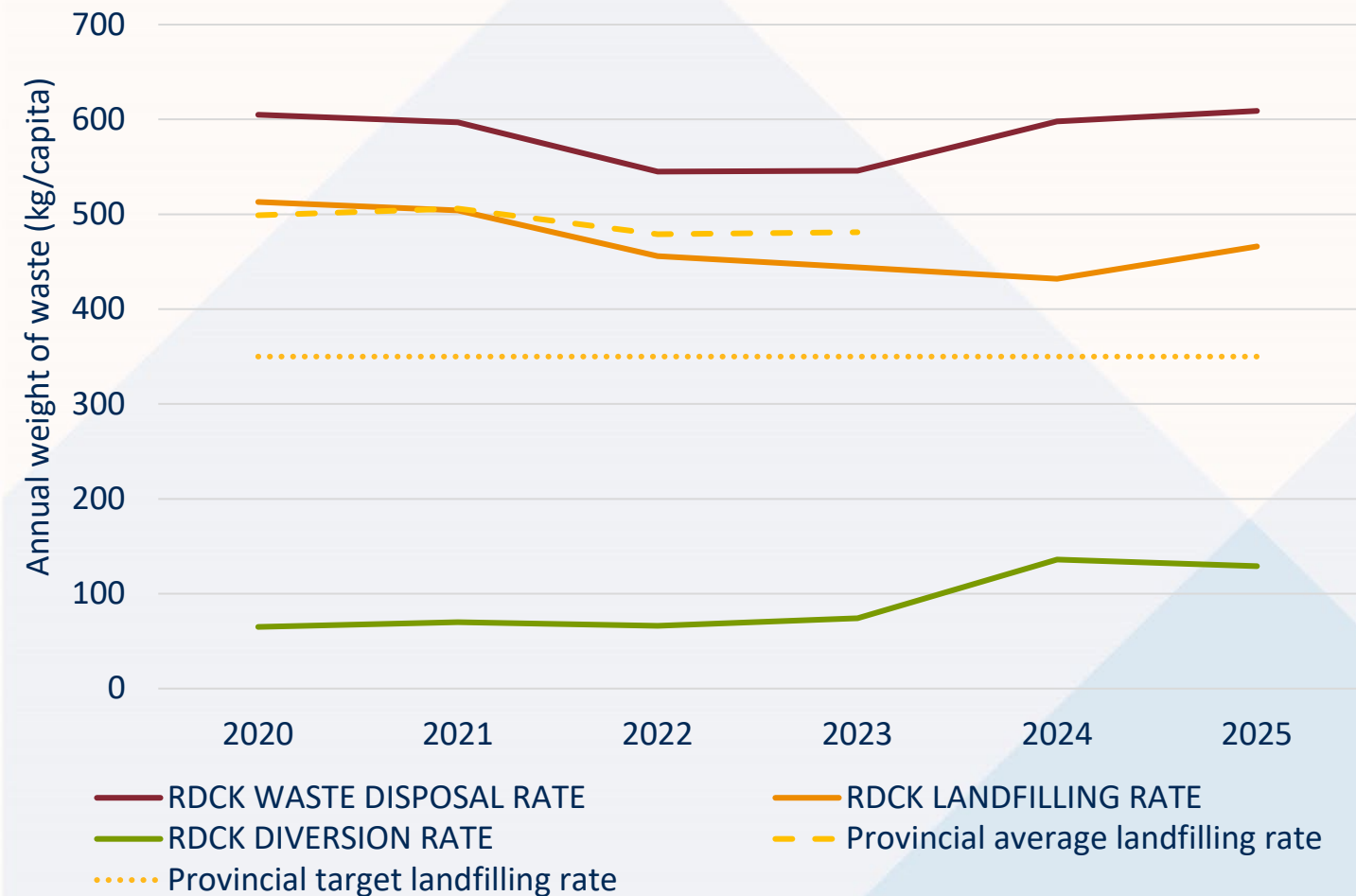
*Used 2024 RecycleBC value as 2025 data not available

2021-2025 Diversion Trends



WASTE DATA AND TRENDS

2020-2025 Waste Trends



The RDCK's landfilling rate steadily decreased from 2020-2024, while the diversion rate steadily increased in this same timeframe.

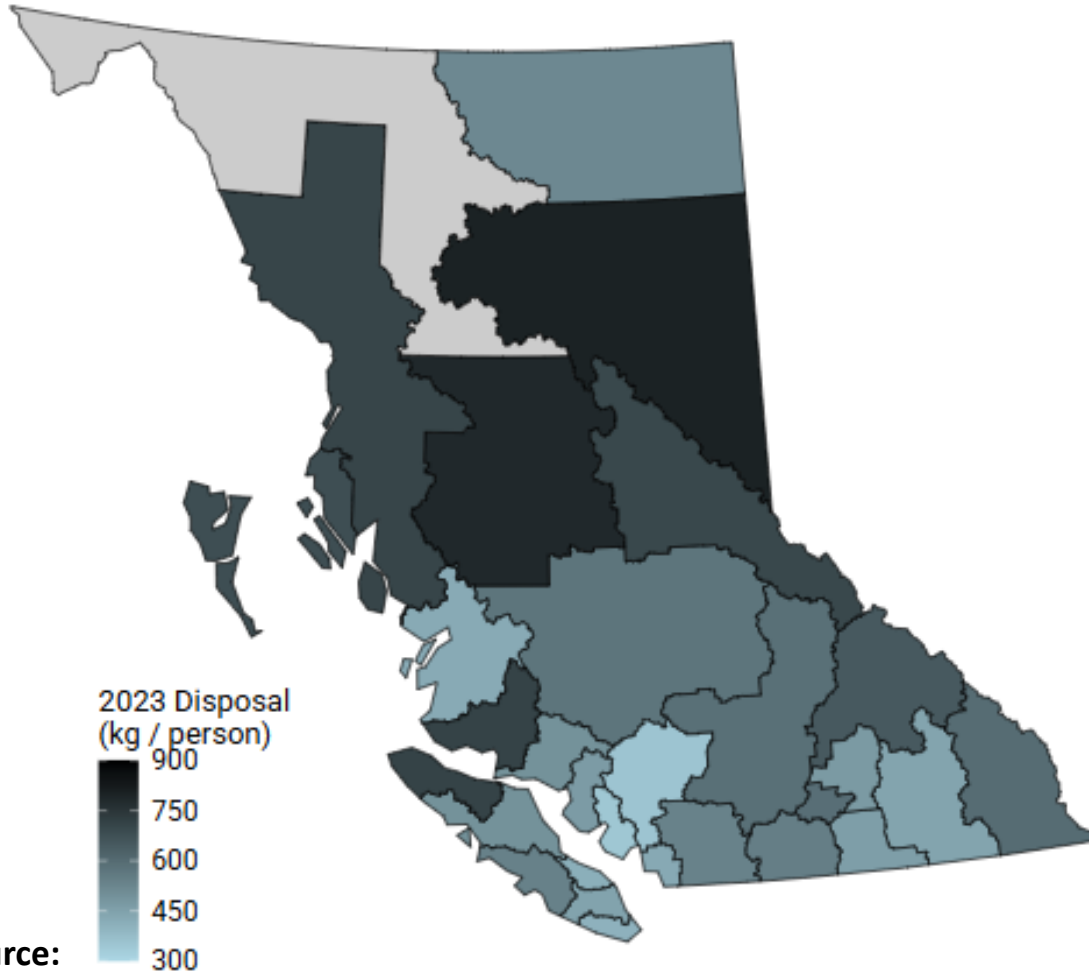
In 2025, the landfilling rate increased. This is partially due to the change in management of wood waste, and partially due to an increase in mixed waste disposal across the region.

Notes

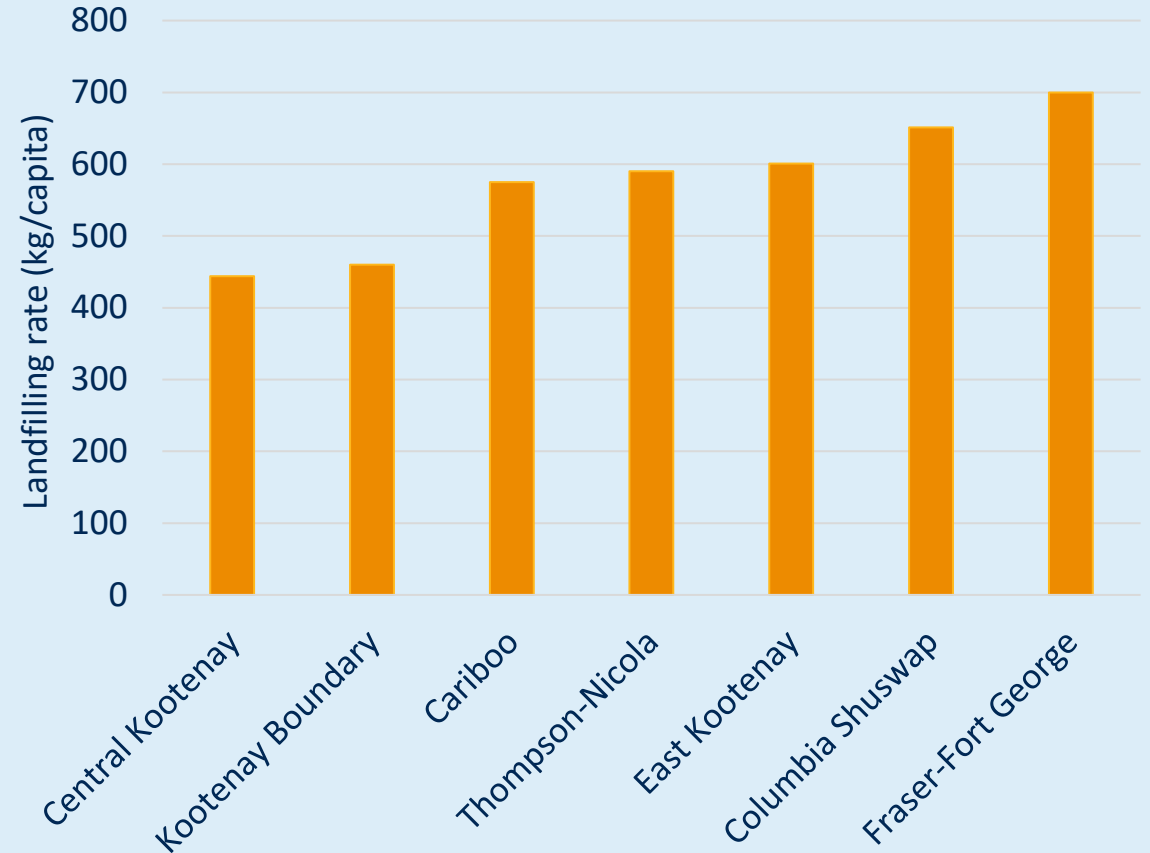
- All rates shown are reflective of Municipal Solid Waste (MSW) managed by the RDCK. Soils are not included as MSW and therefore are excluded from this analysis.
- Due to data limitations of the former scale software, waste disposal and diversion rates shown from 2020-2023 are slightly lower than actual as they only include materials that were received at or transferred to landfills.
- Waste disposal and diversion rates for the region will be slightly higher than shown, as data for municipal and private diversion programs was not available for this timeframe.



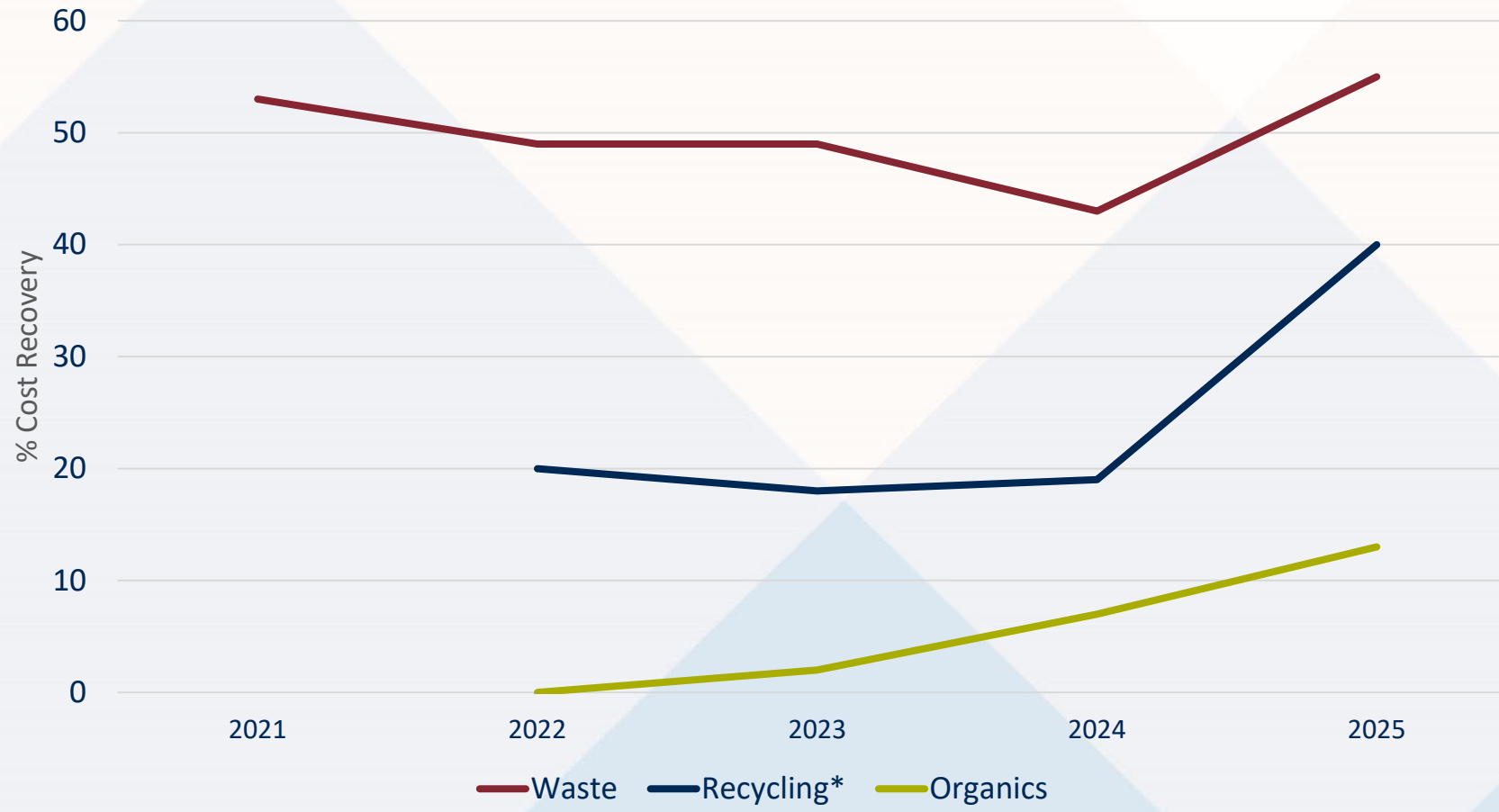
WASTE DATA AND TRENDS



Landfilling rate for similar regional districts



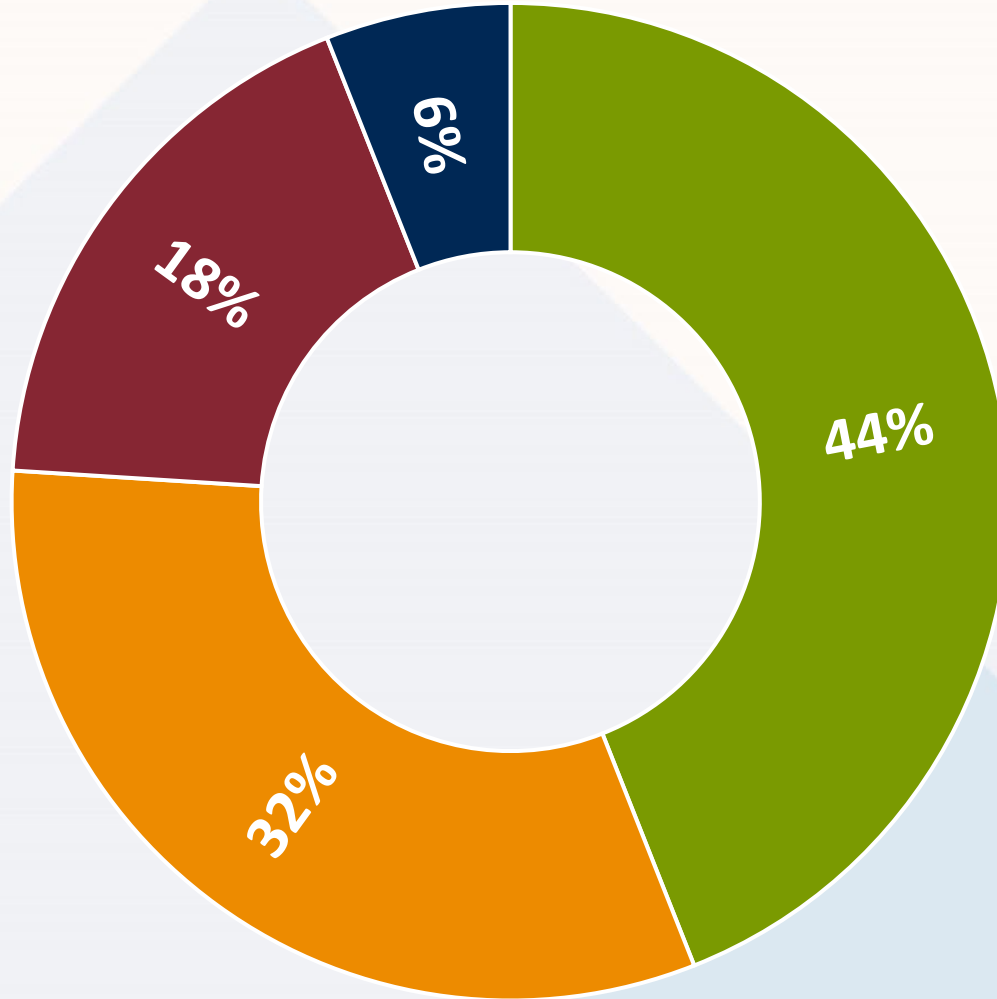
Regional Cost Recovery Trends



*Includes depot and ICI recycling programs



RESOURCE RECOVERY PLAN (RRP) PROGRESS UPDATE

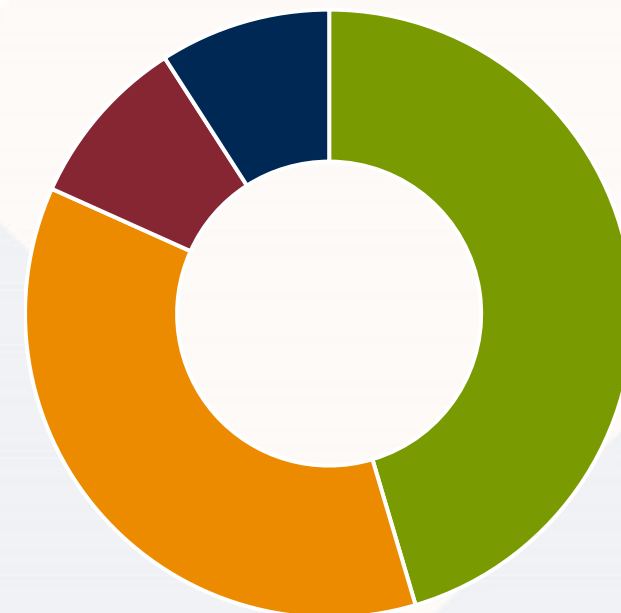


- Complete or ongoing
- In progress
- Not started
- Abandoned or deferred



RESOURCE RECOVERY PLAN (RRP) PROGRESS UPDATE – REGIONAL OBJECTIVES

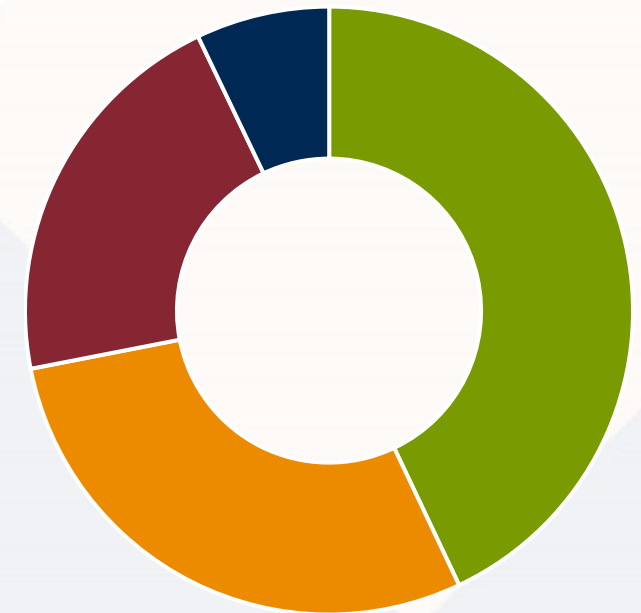
STATUS	REGIONAL OBJECTIVES	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Promote and facilitate reduction and reuse	✓	✓	✓	✓	✓	✓				
	Consultation on regional curbside collection in electoral areas			✓							
	Regional curbside collection program support										
	Establish regional curbside collection in electoral areas										
	Encourage ICI participation in organic waste diversion					✓	✓				
	Facilitate organic waste reduction and self-management			✓	✓	✓	✓				
	Cost-benefit of yard waste management at Resource Recovery facilities										
	Assess the potential to expand curbside recycling			✓							
	Establish an ICI liaison group					✓	✓				
	Establish a Construction, Demolition, Renovation (CDR) liaison group					✓	✓				
	Research wood waste alternatives				✓	✓	✓				
	Require hazardous materials assessments from CDR projects						✓				
	Review disposal restrictions to include all EPR items		✓		✓		✓				
	Develop purchasing policies to support a circular economy						✓				
	Provide funding for local circular economy projects						✓				
	Develop an education and outreach strategy										
	Conduct a Community-Based Social Marketing (CBSM) project with community partners				✓	✓	✓				
	Inter-agency illegal dumping strategy						✓				
	Systems efficiency study (benchmarking/tipping fee assessment)				✓						
	Waste composition analysis			✓							
	Scale software upgrade			✓							
	Cash handling process changeover			✓							



- Complete or ongoing
- In progress
- Not started
- Abandoned or deferred

RESOURCE RECOVERY PLAN (RRP) PROGRESS UPDATE – EAST SUB-REGION

STATUS	EAST SUB-REGION OBJECTIVES	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Creston Landfill Composting Facility construction		✓								
	Operations of Creston Compost Facility		✓	✓	✓	✓	✓				
	Municipal curbside recycling & food scraps collection in Creston		✓	✓	✓	✓	✓				
	Creston Eco Depot						✓				
	Creston Landfill Phase 1E Closure		✓								
	Creston Landfill Purchase of Land for expansion					✓					
	Creston Landfill - Phase 1C/D Closure					✓	✓				
	Creston Landfill DOCP										
	Creston Landfill Development		✓								
	Creston Landfill Phase 2 Closure Plan										
	Creston Landfill Phase 2 Closure										
	Creston WWTP Septage Receiving Facility						✓				
	Legacy landfill closure assessments					✓	✓				
	Legacy landfill final closure										

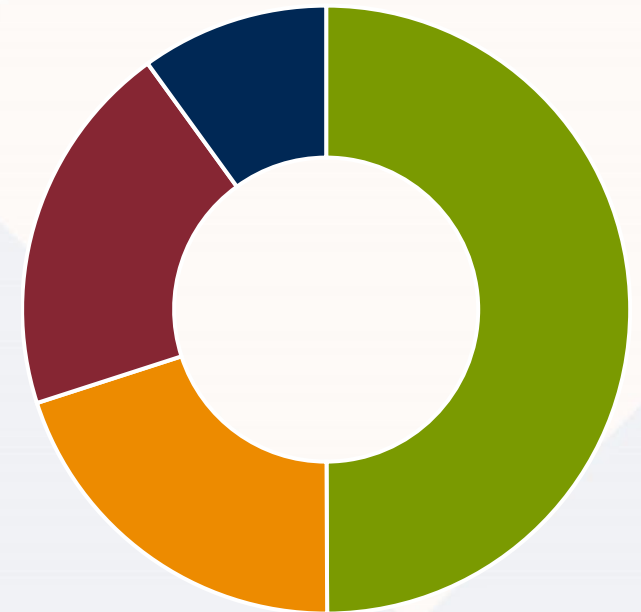


- Complete or ongoing
- In progress
- Not started
- Abandoned or deferred



RESOURCE RECOVERY PLAN (RRP) PROGRESS UPDATE – CENTRAL SUB-REGION

STATUS	CENTRAL SUB-REGION OBJECTIVES	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Curbside collection of food scraps in Nelson (municipal service)										
	Central Compost Facility construction			✓							
	Compost transfer facility construction at Grohman			✓							
	Operations of Central Compost Facility			✓	✓	✓	✓				
	Nelson Legacy Landfill Closure Plan	✓	✓	✓	✓	✓	✓				
	Nelson Legacy Landfill Closure										
	HB Tailings - Remediation and Closure – Construction		✓								
	HB Tailings - Ongoing Management and Maintenance	✓	✓	✓	✓	✓	✓				
	Legacy landfill closure assessments					✓	✓				
	Legacy landfill final closures										

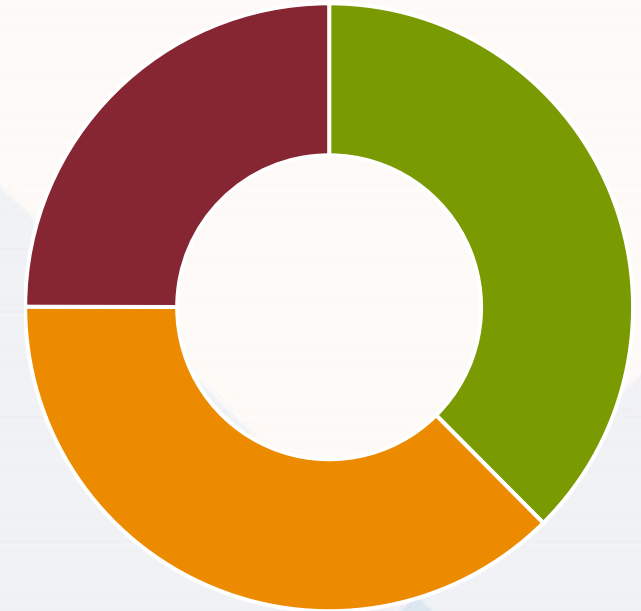


- Complete or ongoing
- In progress
- Not started
- Abandoned or deferred



RESOURCE RECOVERY PLAN (RRP) PROGRESS UPDATE – WEST SUB-REGION

STATUS	WEST SUB-REGION OBJECTIVES	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Curbside collection of food scraps in Castlegar (municipal service)			✓	✓	✓	✓				
	Compost transfer facility construction at Ootischenia			✓							
	Ootischenia DOCP						✓				
	Ootischenia Landfill Expansion										
	Castlegar Eco Depot						✓				
	Nakusp Eco Depot						✓				
	Nakusp compost facility pre-design										
	Nakusp compost facility construction										
	Nakusp Landfill Closure Plan					✓					
	Nakusp transfer station construction					✓					
	Nakusp Landfill Closure						✓				
	Rosebery Transfer Station Upgrades				✓						
	Slocan Transfer Station Upgrades				✓						
	Legacy landfill closure assessments					✓	✓				
	Legacy landfill final closures										
	Septage management (West & Central)				✓	✓	✓				



- Complete or ongoing
- In progress
- Not started

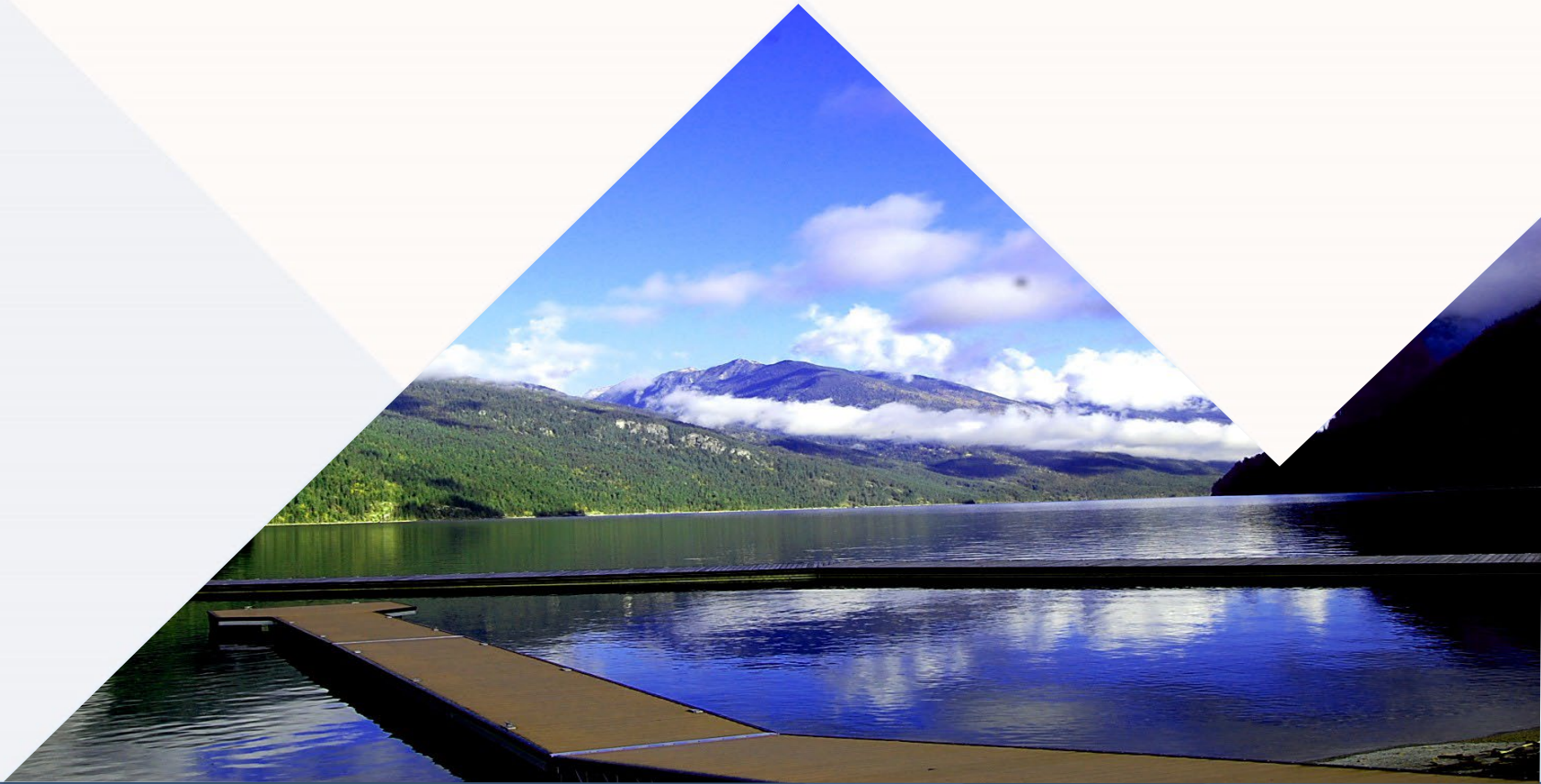


RESOURCE RECOVERY PLAN (RRP) MONITORING

PLAN MONITORING ACTION	STATUS	MOVING FORWARD
BC Disposal Calculator	Completed annually (Q1)	Continue to submit, as well as participate in data working group to support standardization of waste data collection tools
Waste Composition Studies	Baseline study completed (2023)	Supplemental study to evaluate efficacy of diversion programs planned for 2027
Annual Reporting	Compliance reporting completed annually (Q1-Q2); submitted to the Ministry and publicly available on the RDCK website	In addition to compliance reporting, Staff will also provide an annual summary presentation to the JRRC and RRPAC
Interim Assessment / Plan Update	Not yet due	A 5-year Interim Assessment (and Plan Update, if required) will be completed by staff in early 2027 and made publicly available.
Resource Recovery Plan Advisory Committee (RRPAC)	Has not met since RRP was finalized	Re-assemble RRPAC to review progress to date, 5-year Interim Assessment (and Plan Update, if required)



Thank you!





Illegal Dumping Cleanup

Request to Cover Tipping Fees

RDCK staff are not permitted to waive tipping fees for cleanup of illegally dumped materials. Community members and organizations facilitating cleanups of illegal dumping can request tipping fee coverage for disposal of authorized waste. Prior to any cleanup, please follow the steps below:

1. Photograph the illegal dumpsite prior to any cleanup
2. Complete and submit this form **with photos** to rrdept@rdck.bc.ca (subject line: ILLEGAL DUMPING CLEANUP)
3. Wait for authorization before hauling any waste from illegal dumpsite to RDCK facility

CONTACT INFORMATION	
APPLICANT NAME:	
PHONE NUMBER:	EMAIL ADDRESS:
ORGANIZATION NAME (if applicable):	
ORGANIZATION WEBSITE (if applicable):	

LOCATION & CLEANUP DETAILS
DESCRIBE LOCATION OF ILLEGAL DUMPING (distance from municipality, road/forestry road, etc.):
GPS COORDINATES:
ANTICIPATED HAUL DATE(S):
LICENSE PLATE OF VEHICLE(S) HAULING ILLEGALLY DUMPED WASTE TO RDCK FACILITY:
ANTICIPATED NUMBER OF LOADS:

DESCRIPTION OF WASTE MATERIALS

TYPE OF WASTE (check all that apply):

- Building material** (e.g. lumber, insulation, sink, toilet)
- Textiles** (e.g. clothing, carpet)
- Vehicle parts** (e.g. tires, car seat, vehicle battery)
- Electronics** (e.g. TV, computer, printer)
- Furniture** (e.g. mattress, box spring, couch, table)
- General litter** (e.g. coffee cups, food wrappers, cigarette butts, bottles/cans)
- Household garbage** (e.g. paper, hygiene products, food waste, toys)
- Household appliances** (e.g. fridge, freezer, microwave, outdoor power tools)
- Yard & garden** (e.g. piles of prunings, leaves)
- Bulky items** (items >5.1m³ or longer than 5m; e.g. hot tub, watercraft, recreational vehicle*)
- Hazardous waste*** (e.g. oil, fuel, paint, pesticides, solvents, unidentifiable liquid)
- Medical waste*** (e.g. waste sharps, pharmaceuticals)
- Vehicle hulk***
- Other (describe):**

* Staff will provide additional information for disposal of these items upon receipt of application

ESTIMATED TOTAL VOLUME OF WASTE (m³):

ANY OTHER DETAILS:

Applicant acknowledgements:

- I have reported this illegal dumpsite to the Conservation Officer Service through RAPP:
<https://forms.gov.bc.ca/environment/rapp/>
- I will not dispose of any waste classified as prohibited waste as per Schedule D of [Bylaw No. 3065](#) at RDCK facilities
- I will provide a copy of the approval from this request to the RDCK site attendant and acknowledge that failing to do so will result in this request for tipping fee cover being rejected.

Applicant signature

Date

For RDCK use only:

- Request approved, up to a maximum of \$
- Request denied (provide reason)

Approval date:

Approved by (Manager signature):



Committee Report – For Information

April 15, 2026

Results of Request for Expression of Interest – Establishment of Eco-Depots in Nakusp, Castlegar and Creston

Author:	Akane Norimatsu, Resource Recovery Technician
File Reference:	12-6240-20
Electoral Area/Municipality:	WEST AND EAST SUBREGION OF THE RDCK
Services Impacted	S186 Refuse Disposal – East Subregion S188 Refuse Disposal – West Subregion

1.0 PURPOSE OF REPORT

The purpose of this report is to inform the Joint Resource Recovery Committee regarding the intentions and outcomes of the recently published Request For Expression of Interest - Establishment of Eco-Depots in Nakusp, Castlegar and Creston, and to present the next steps and timelines of this project.

2.0 BACKGROUND AND UPDATE

RDCK residents and businesses in West and East subregions have limited, to no, access to Extended Producer Responsibility (EPR) collection locations as well as other Household Hazardous Waste (HHW) products that are currently NOT managed by an EPR program (Non-EPR HHW). The Nelson Leafs Eco-Depot (Leafs) and the RDCK have been collaborating on the only 'year-round Eco-Depot' in the RDCK that collects most of Non-EPR HHW showing in Appendix B, as well as EPR products showing in Appendix A since 2019. The RDCK Central Subregion subsidizes a portion of Leaf's general core operational costs and covers all expenses for the collection, hauling, and disposal/recycle of Non-EPR HHW.

For communities in West and East subregions, the RDCK hosts annual residential HHW Collection Events in designated locations (Castlegar, Nakusp, Silverton, Creston) to capture Non-EPR HHW and some EPR products. Although these HHW events are extremely well attended and effective to collect both Non-EPR HHW and EPR products simultaneously, it is not cost efficient and inconvenient for the residents to hold on to products until once a year events. In 2025, \$143,505 was spent hosting six HHW collection events and a total of 73.2 tonnes of Non-EPR HHW and EPR products were collected. This equates to \$1,960 per tonne to manage these products through annual HHW events. On the other hand, \$155,013 was spent for the subsidy for the annual core operational expenses as well as hauling and disposal costs for the Leaf's in 2025. The Leaf's collected over 250 tonnes of products in 2025, which calculates only \$619 per tonne to support the annual operation and collection services for the Leaf's. In 2025 a total of \$298,518 was invested to support the management of Non-EPR HHW and EPR products in the RDCK through both HHW Collection events and the Leaf's' operation. Therefore, it is

significant to seek more cost-efficient options to manage EPR and Non-EPR HHW products to limit increased costs incurred to the taxpayers in the RDCK.

As the Nelson Leafs Eco-Depot has been a successful business model for operating as a year-round Eco-Depot, the establishment of Eco-depots with similar models in Nakusp, Castlegar and Creston would provide better accessibility and more efficient and cost-effective services to the residents in those communities.

The Request For Expression of Interest (RFEOI) - Establishment, Operation and Maintenance of Eco-Depots in Castlegar, Nakusp and Creston was issued on December 2nd, 2025, and closed on February 28, 2026. The RFEOI requested information from interested parties to Establish, Operate and Maintain Eco-Depots in Nakusp, Castlegar and/or Creston for an agreement term of five years (estimated to be 2026 -2031). The RFEOI indicated that the Eco-Depots will accept, identify, and store NON-EPR HHW, including unidentified/unlabeled products. The Eco-Depot shall also directly partner with EPR programs to collect their program products. The RDCK did not require the information about the type or number of EPR programs the Eco-Depot would partner with, however, it was encouraged to collaborate with greater number of EPR programs in the RFEOI.

Staff received six responses from interested parties for this RFEOI. Each potential proponent provided high-level overview of their experience, desired location(s) of services, and EPR programs that they are willing to collaborate with. The RFEOI results indicated that there are multiple parties who are interested in establishing Eco-Depot(s) in the market and most proponents demonstrated past/current experience with managing Non-EPR HHW and/or EPR products. It will be worth seeking the most suitable contractor for this service through a Request For Proposal process.

3.0 NEXT STEPS AND TIMELINE

Staff will issue a Request For Proposal (RFP) for the establishment, operation, and maintenance of Eco-Depots in Castlegar, Nakusp and Creston.

The RFP process takes an estimated four months, including the time to develop, publish, and evaluate the submissions to recommend a proponent for contract award. Staff will return with the results of the RFP as well as the recommended proponent at the Joint Resource Recovery Committee meeting in August, 2026.

Respectfully submitted,
Akane Norimatsu-Resource Recovery Technician

CONCURRENCE

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

ATTACHMENTS:

Attachment A – A List of EPR programs and their accepted materials
Attachment B – A List of Non-EPR HHW

APPENDIX B: EXTENDED PRODUCER RESPONSIBILITY PROGRAMS IN BC

EPR Program	Main Program Products
Interchange Recycling	<ul style="list-style-type: none"> -Waste Oil -Automotive Antifreeze -Oil Filters -Oil/Antifreeze Containers
BC Brewers’ Recycle Container Collection Council (BRCCC)	<ul style="list-style-type: none"> -Refillable glass beer -Refillable cider bottles -Metal beverage alcohol cans -Their associate secondary packaging
Call2Recycle	<ul style="list-style-type: none"> -Single use batteries -Rechargeable batteries -eMobility batteries
Canadian Battery Association	<ul style="list-style-type: none"> -Lead-acid batteries
Electronics Products Recycling Association (EPRA)/ Return-It Electronics (ENCORP Electronics)	<ul style="list-style-type: none"> -Display Devices -NON-Cellular Telephones -Home Audio/Video Systems -Desktop Computers -Portable Computers and Computer peripherals -Desktop printers -Personal portable Audio/video systems -Vehicle Audio/Video systems -IT and Telecom Equipment -Electronic Musical Instruments -Medical and Monitoring Equipment -Video Gaming Systems and Accessories -Small/Large Battery powered Ride-on toys/micro toys/E-toys -Cellular Devices and Pagers -Floor standing photocopier/multifunction devices -Ebikes, E-scooters
ENCORP Beverage	<ul style="list-style-type: none"> -Beverage containers -Milk and plant based milk cartons -Alcohol bottles -Alcohol Boxes
<p>Canadian Electrical Stewardship Association (CESA)/ ElectroRecycle</p> <p>*their products are merged with EPRA as of 2025</p>	<ul style="list-style-type: none"> -Kitchen Countertop-Motorized Appliances -Kitchen Sountertop-Heating Appliances -Kitchen Countertop-Heating Appliances (coffee/tea) -Microwave Ovens -Time Measurement & Display Devices -Weight Measurement -Garment Care Appliances -Air Tretment Appliances -Personal Care Appliances -full-size Fllow Cleaning Appliances -Small Floor/Surface Cleaning Appliances -Test and Measurement Tools -Hand-Held Power tools -Bench-top, Demolition, Free-Standing Power Tools -Sewing /Textile Machines

EPR Program	Main Program Products
	<ul style="list-style-type: none"> -Exercise Machines -Sport, Leisure, Arts, Crafts, Hobby Devices -Designated Very Small Products
Health Products Stewardship Association (HPSA)	<ul style="list-style-type: none"> -Prescription drugs -Over the counter medications -Natural health products -Medical sharps (Needles, syringes, infusion sets, Lancets, Pen tips, Pre-filled syringes and cartridges, auto-injectors)
Outdoor Power Equipment Institute of Canada (OPEIC)	<ul style="list-style-type: none"> -Hand-Held electric outdoor power equipment -Walk-behind electric outdoor power equipment -Free-standing electric outdoor power equipment Bulky item (lawn tractors)
ProductCare	<ul style="list-style-type: none"> -Household Hazardous Waste -Light bulbs, Light fixtures, pallet of lights, Light pallets -Paint, paint aerosols
Thermostat Recovery Program (TRP)	<ul style="list-style-type: none"> -Mercury containin, electronic and mechanical thermostats

More information about EPR Programs in BC available on <https://rbc.ca/epr-programs-in-bc/>

APPENDIX A: NON-EPR HHW MATERIALS

NON-EPR HHW Materials	Demonstration purposes: Total Number of Drum (205L)*	Demonstration purposes: Total Number of Pail (20L)*
Aerosols	21	0
Adhesives	24	4
Bear Spray	0	3
Bleach	0	0
Bromine	0	0
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	0	1
Oxidizing Solids	2	0
Paint Related Materials	26	10
Potassium Persulfate	0	0
Resins	0	1
Sodium Hydroxide	1	0
Hypochlorite Solutions	0	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

* Volumes in App A are those collected at the Nelson Leafs Eco-Depot in 2023 for demonstration purposes only. Each location would receive materials from their applicable wasteshed. Volumes expected to vary.



Committee Report

April 15, 2026

Kaslo and Balfour Transfer Stations – Civil Work – Contract Award

Author: AJ Evenson, Senior Project Manager
File Reference: \\files\RDCK\01\0600\20\Projects\2026 Projects\26007_Central SR Landfill Closures\04-Procurement\RFQ-KAS-BAL_Civil\Submissions
Electoral Area/Municipality: Central Subregion
Services Impacted Refuse Disposal – Central Subregion Service S187

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with McNally Excavating Inc. for the Kaslo and Balfour Transfer Stations Civil Work to a maximum value of \$75,210.50 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

AND FURTHER, that the Board approve an amendment to the 2026 Financial Plan for Refuse Disposal – Central Subregion Service S187 to INCREASE Account Transfers from Reserves by \$62,097 and INCREASE Account Capital Expense by \$62,097.

2.0 BACKGROUND/HISTORY

The RDCK issued an invitation to tender (ITT) on March 11, 2026 to undertake civil work necessary to complete closure of the historical portions of the Kaslo and Balfour landfills.

The scope of work at the Kaslo site generally includes mobilizing equipment, grading, import of fill material and placement of a 500mm cap over existing exposed waste and then seeding the site.

The scope of work at the Balfour site generally includes mobilizing equipment to the site and re-grading overly steepened wood waste to an acceptable grade.

The tender closed on April 1, 2026 with the following compliant bids received:

	Company Name	Amount	GST	Total Bid Amount
1.	McNally Excavating	\$75,210.50	\$3,760.53	\$78,971.03
2.	Brenton Industries	\$88,637.80	\$4,431.89	\$93,069.69
3.	Kays Contracting	\$105,960.00	\$5,298.00	\$111,258.00
4.	Zarikoff Developments	\$126,900.00	\$6,345.00	\$133,245.00
5.	OK Excavating	\$200,739.60	\$10,036.98	\$210,776.58
6.	JY Contracting	\$248,330.30	\$12,416.52	\$260,746.82

The proposed schedule is for construction to start following contract award with completion by summer 2026 based on Contractor schedule. Any work that impacts the public will be completed while the transfer stations are closed to the public to eliminate public/contractor interactions.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The Regional District of Central Kootenay (RDCK) has ownership and control of several Legacy Landfills which have historically received municipal solid waste with various levels of closure. As these sites are no longer receiving waste the RDCK is looking to abandon the permits for these sites and as such has been instructed to complete Closure Plans for each site.

The RDCK hired Sperling Hansen Associates (SHA) to develop closure plans for the Kaslo and Balfour sites based on a background information review, correspondence with the Ministry of Environment and Park's (ENV), inspection reports, evaluation of wood waste volumes, etc.

SHA conducted site visits in June 2025 to gather further information and ensure that the Landfill portions can be closed to the satisfaction of the Ministry of Environment prior to permit abandonment.

3.1 Alignment to Board Strategic Plan

Energy Efficiency and Environmental Responsibility:

This priority emphasizes protecting the natural environment, reducing environmental impacts, and promoting sustainable practices. The capping and final closure of the landfill portions of these sites will enable abandonment of existing permits, minimizing long-term environmental footprint, and incorporating better stormwater management to protect local water resources – all of which contribute to responsible resource use and climate resilience.

3.2 Legislative Considerations

- Environmental Management Act and Landfill Criteria: Require compliance (e.g. buffers, stormwater management)

3.3 What Are the Risks

The current risks that face the Kaslo and Balfour landfill sites include:

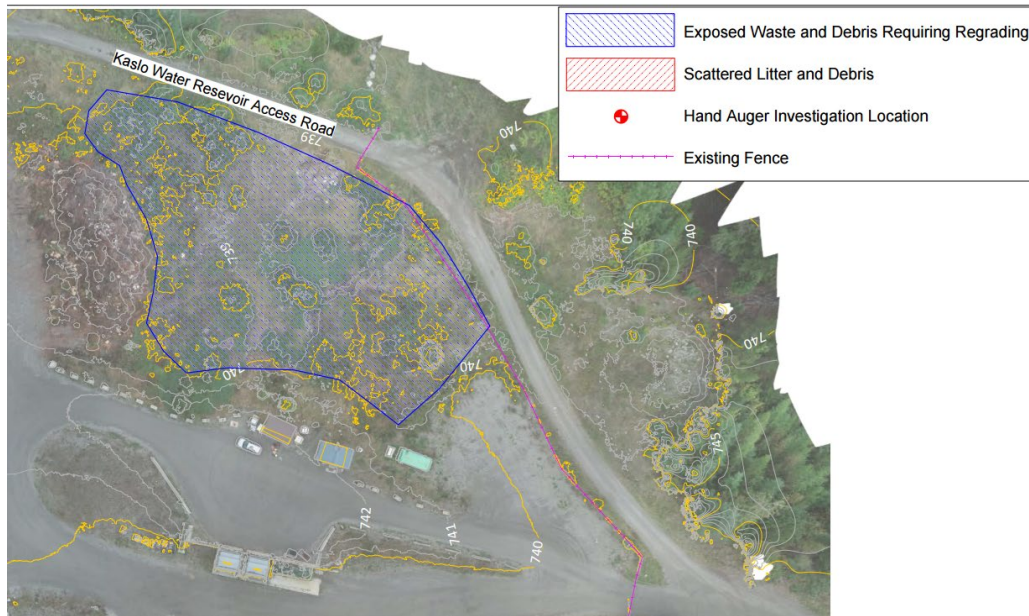
- Leachate generation
- Landfill fire
- Environmental impacts (e.g. stormwater runoff)
- Erosion/sedimentation
- Human/wildlife interaction with exposed waste

4.0 PROPOSED SOLUTION

The proposed solution is to undertake the following:

Kaslo Transfer Station

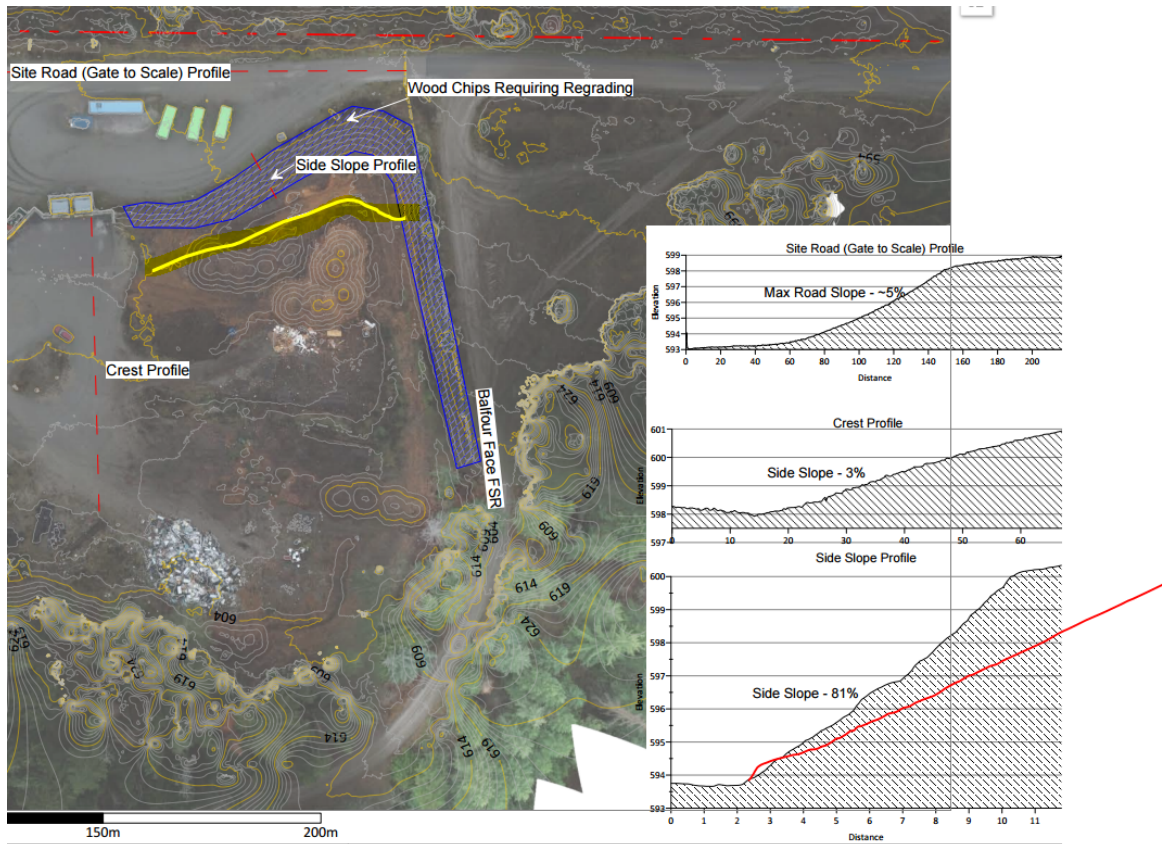
- Mobilize equipment to site.
- Regrade the area to the North of the site attendant building to be a uniformly sloped surface (as per figure below), shedding water to the North away from the transfer station/landfill site. Any mounds of exposed garbage encountered during regrading operations can be flattened in preparation to be covered. Total surface area is approximately 3600m².
- Supply and install sufficient soil material to cover the re-graded area with a minimum 500mm of soil and tie to existing slopes to ensure drainage. Imported soil to be well suited for vegetation growth (clay/silt/topsoil preferred; no pit run, gravel or well draining material). Estimated quantity of material to be imported and placed is approximately 1,650m³ based on 500mm of cover and tying into existing grades.
- Hand seed re-graded area and add erosion and sedimentation measures in low areas to control runoff until seed has established. (i.e. sandbags, check dams, silt fence, coconut matting, etc)





Balfour Transfer Station

- Mobilize equipment to site.
- Re-grade wood chip slopes from approximately 80% down to approximately 30% in areas identified in the figure below. Material can be pulled back up into the working area to reduce slope down to 30%.



Under separate contract, Brenton Industries is currently in the process of completing litter pickup and minor grading work at both the Kaslo and Balfour sites to ensure all the recommendations under the SHA reports will be completed by summer 2026.

4.1 Financial Considerations of the Proposed Solution

Service S187 Central Refuse budget has two workorders for the Central Legacy Landfills projects for the Balfour, Kaslo, Marblehead and Salmo sites. CAP1235 'CEN Legacy Landfills' for the assessment, planning and regulator costs and CAP1529 'CEN Legacy Landfills – Closures' for physical closure works at all four sites.

The RDCK 2026 Financial Plan for Service S187 includes \$242,000 (all reserve funded) for CAP1235 'CEN Legacy Landfills' targeted largely for assessment and regulatory costs for Kaslo and Salmo. Currently all this work is expected to proceed as planned.

For CAP1529 'CEN Legacy Landfills – Closures' the Financial Plan includes \$50,000 in 2026 for Balfour; \$1,500,000 in 2028 for Kaslo and Marblehead; and \$1,000,000 in 2029 for Salmo all funded by S187 Regular Reserves.

The RFP for the 2026 works included Kaslo along with Balfour once Kaslo was determined to be a similar scope and the site's archeology and lands considerations were assessed.

The estimated total project cost at Balfour and Kaslo is \$112,097, broken down as follows:

Litter Pickup at Kaslo and Balfour Sites – Brenton Industries (Done under separate contract)	\$11,886
Kaslo and Balfour – Civil Work (McNally Contract)	\$75,211
PM and Site Inspection Fees	\$10,000
Project Contingency for quantity variation in unit price contract	\$15,000
TOTAL	\$112,097

As noted above, only \$50,000 was included in the Financial Plan for 2026 for Balfour closure works in CAP1529. To allow the Kaslo works to proceed in 2026 a Financial Plan amendment for Service S187 Central Waste will be required to increase the Transfer from Reserves Account in S187 by \$62,097 (for a total transfer of \$1,396,897) and increase the Capital Expense Account for CAP1529-100 by the same amount (for a total expense of \$112,097).

Current Regular Reserve balance for S187 is \$785,857, with significant annual contributions to reserves throughout the plan period, this fund can accommodate the increased transfer of \$62,097 in 2026.

The Draft 2027 Financial Plan will include significant reductions to the 2028 and 2029 budget estimates for the remaining Central Legacy Landfill works.

4.2 Risks with the Proposed Solution

There is some risk associated with the quantities at the Kaslo and Balfour sites. Quantities have been established using drone surveys but subsurface conditions remain unknown and there may be more/less waste and more/less fill required.

4.3 Resource Allocation and Workplan Impact

This project is in the work plan for project management staff.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Enables the existing permits to be abandoned which will result in less staff resources completing inspections and annual reports.

4.5 Leveraging Technology

Not applicable.

4.5 Measuring Success

Success will be measured by delivering the project on time and within the identified budget.

5.0 ALTERNATIVE SOLUTION(S)

Not undertaking closure operations.

5.1 Financial Considerations of the Alternative Solution(s)

Will continue to require regular inspections, monitoring and filling in and submitting annual reports for the sites.

5.2 Risks with the Alternative Solution(s)

Will not address recommendations of the Resource Recovery Plan. The RDCK requested release of the old landfill permits, as such the Ministry of Environment may direct closure.

5.3 Resource Allocation and Workplan Impact

Would result in additional staff resources required and potentially affect delivery of other projects in the RDCK.

5.4 Public Benefit and Stakeholder Engagement of Alternative Solution

Not applicable.

5.5 Measuring Success

Not applicable.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

Not applicable.

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board approve the RDCK enter into a Services Agreement with McNally Excavating Inc. for the Kaslo and Balfour Transfer Stations Civil Work to a maximum value of \$75,210.50 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

AND FURTHER, that the Board approve an amendment to the 2026 Financial Plan for Refuse Disposal – Central Subregion Service S187 to INCREASE Account Transfers from Reserves by \$62,097 and INCREASE Account Capital Expense by \$62,097.

Option 2:

Recommendation:

That the Board direct staff to defer the closure works at the Kaslo and Balfour landfill sites to a later date.

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with McNally Excavating Inc. for the Kaslo and Balfour Transfer Stations Civil Work to a maximum value of \$75,210.50 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

AND FURTHER, that the Board approve an amendment to the 2026 Financial Plan for Refuse Disposal – Central Subregion Service S187 to INCREASE Account Transfers from Reserves by \$62,097 and INCREASE Account Capital Expense by \$62,097.

Respectfully submitted,
AJ Evenson, Senior Project Manager

CONCURRENCE

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

ATTACHMENTS:

ATTACHMENT A – Draft Services Agreement



Services Agreement

Contract #: **YYYY-##-DEPT_CONTRACTOR_NAME**
Project: **PRJ26007 – Balfour & Kaslo Transfer Station Civil Work**
GL Code: **CAP1235-100/PRJ26007**

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2026
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the RDCK)
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

MCNALLY EXCAVATING INC.
(hereinafter called the CONTRACTOR)
at the following address:
1510 Svoboda Road
Nelson, BC V1L 3V3

Agreement Administrator: AJ Evenson
Telephone #: 250.352.8191
Email: AEvenson@rdck.bc.ca

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 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 or CHANGE ORDER.

- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **April 27, 2026** and ending on **August 30, 2026** (the TERM).
- (d) **LOCATION:** The location for delivery of the Services shall be Balfour Transfer Station located at 821 Heyland Road, Balfour, BC and 1302 Kaslo West Road, Kaslo, BC.
- (e) **CONTRACT PRICE/RATE: \$75,210.50** (excluding GST) and on the terms set out in Schedule B.
- (f) **BILLING DATE:** Upon completion of the Project.
- (g) Schedules A and B are incorporated into, and form part of this Agreement.
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

2 The Contractor shall:

- (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
- (b) Upon the request of the Regional District of Central Kootenay (herein after called the RDCK) fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
- (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
- (e) Promptly pay all persons employed by it;
- (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
- (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or

disclosure of the same without the prior written consent of the RDCK;

- (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Services. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
- (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
- (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
- (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as CLAIMS), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;
- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;

(t) The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

(i) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.

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

Such insurance will:

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

(iii) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

Such coverage will:

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

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

3 The RDCK shall:

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

TERMINATION OF AGREEMENT

4 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of

this Agreement, it may be terminated by the other party on five (5) days' written notice.

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

GENERAL TERMS

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

- (a) be the exclusive property of the RDCK; and
- (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.

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

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	MCNALLY EXCAVATING 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)

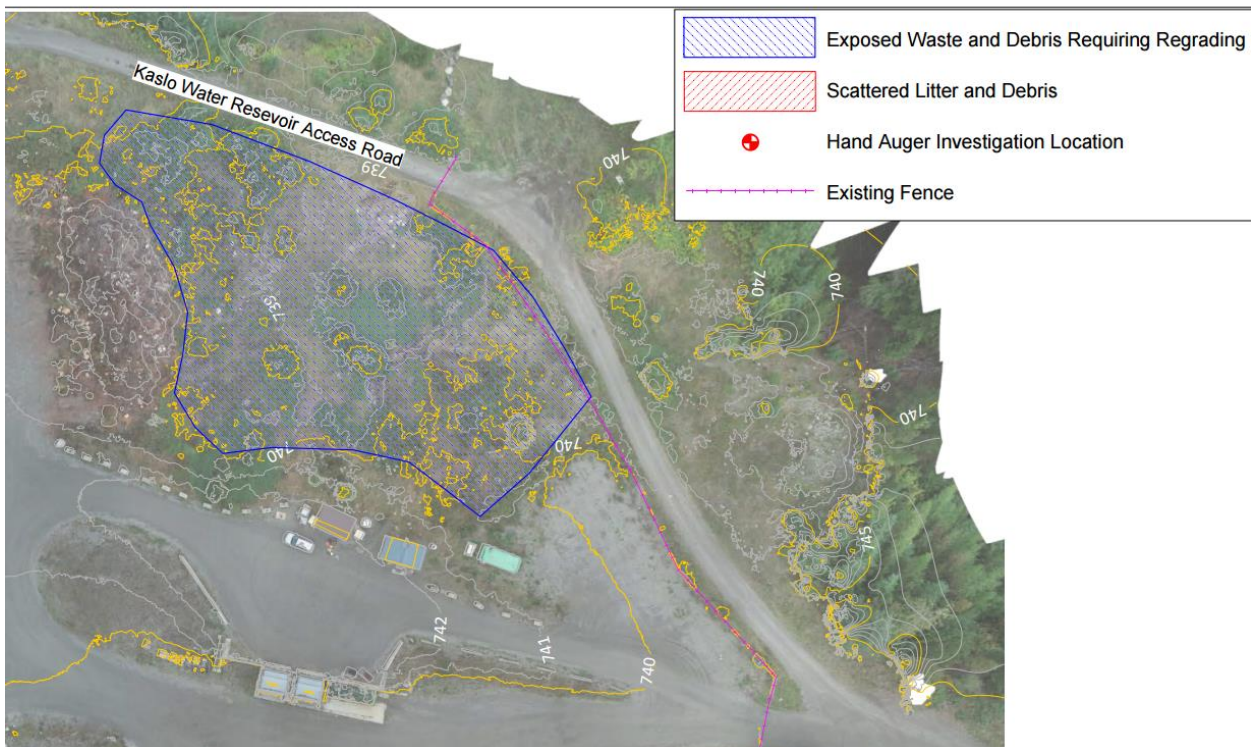
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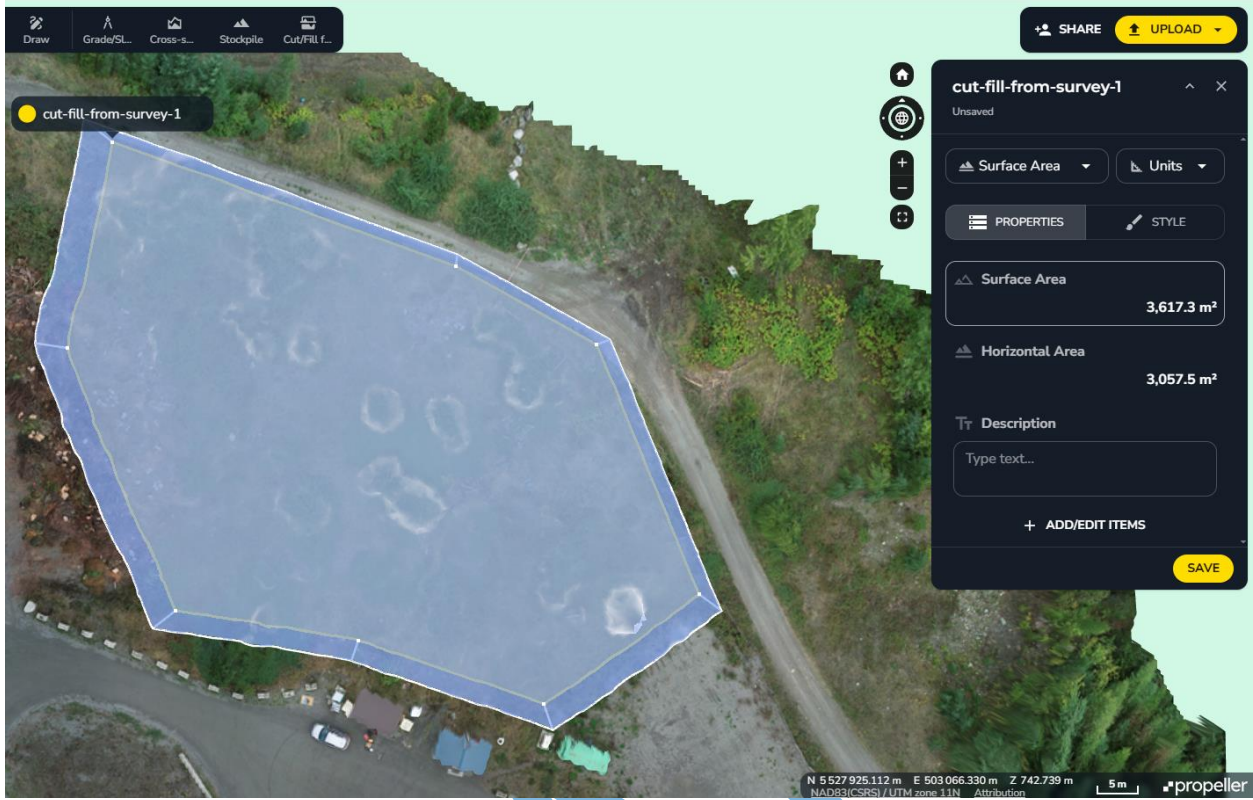
SCHEDULE A: SERVICES

The Contractor shall provide all equipment, labour and materials to complete the following scope of work:

Kaslo Transfer Station

- Mobilize equipment to site.
- Regrade the area to the North of the site attendant building to be a uniformly sloped surface (as per figure below), shedding water to the North away from the transfer station/landfill site. Any mounds of exposed garbage encountered during regrading operations can be flattened in preparation to be covered. Total surface area is approximately 3600m².
- Supply and install sufficient soil material to cover the re-graded area with a minimum 500mm of soil and tie to existing slopes to ensure drainage. Imported soil to be well suited for vegetation growth (clay/silt/topsoil preferred; no pit run, gravel or well draining material). Estimated qty of material to be imported and placed is approximately 1,650m³ based on 500mm of cover and tying into existing grades.
- Hand seed re-graded area and add erosion and sedimentation measures in low areas to control runoff until seed has established. (ie sand bags, check dams, silt fence, coconut matting, etc)

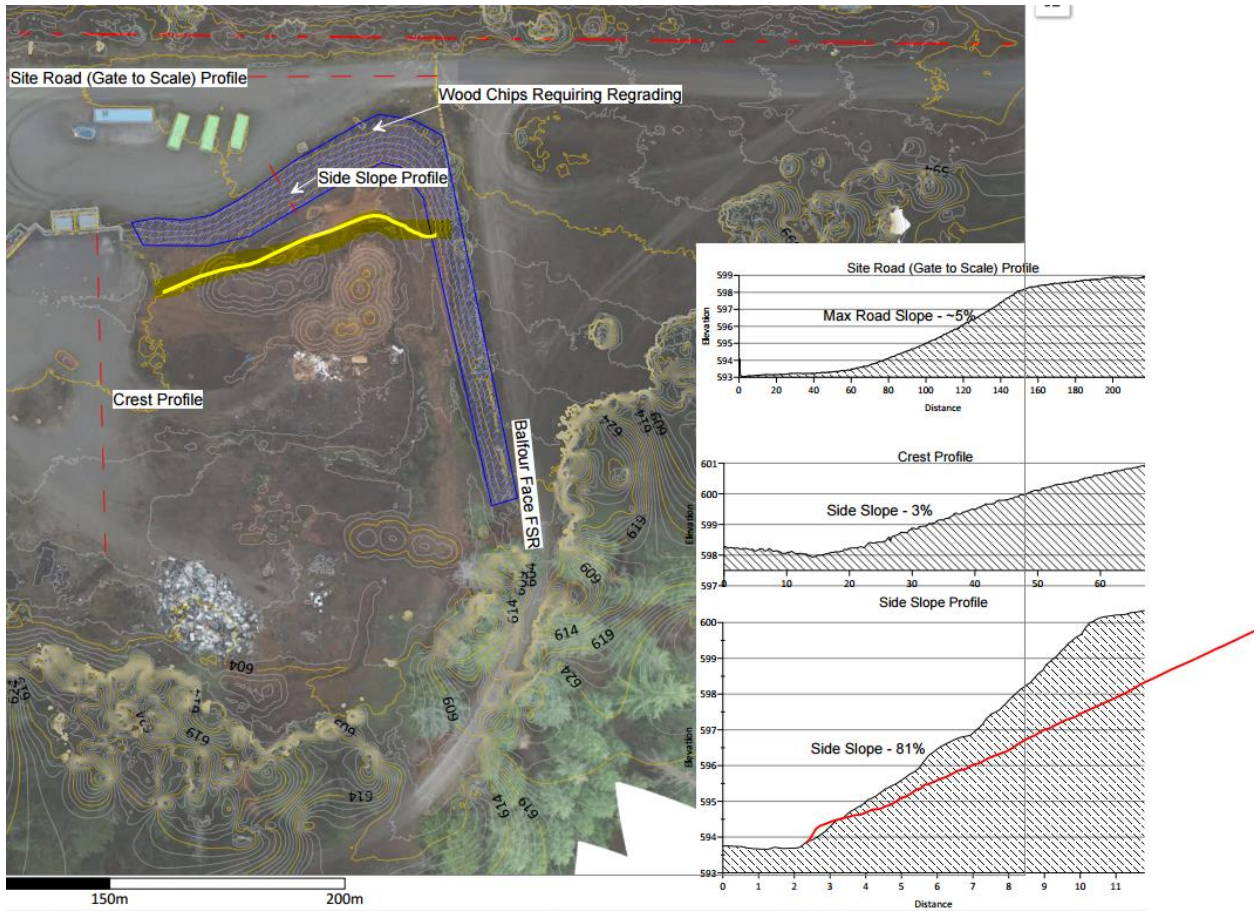




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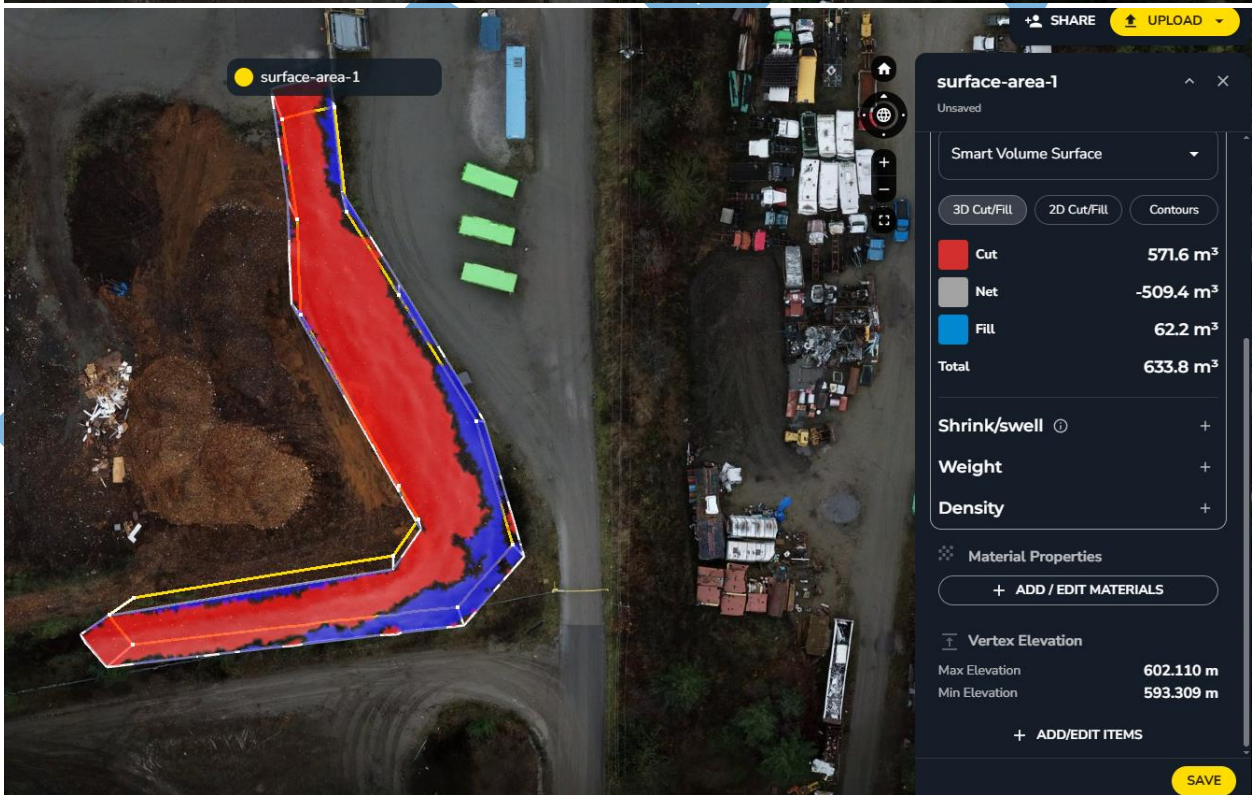
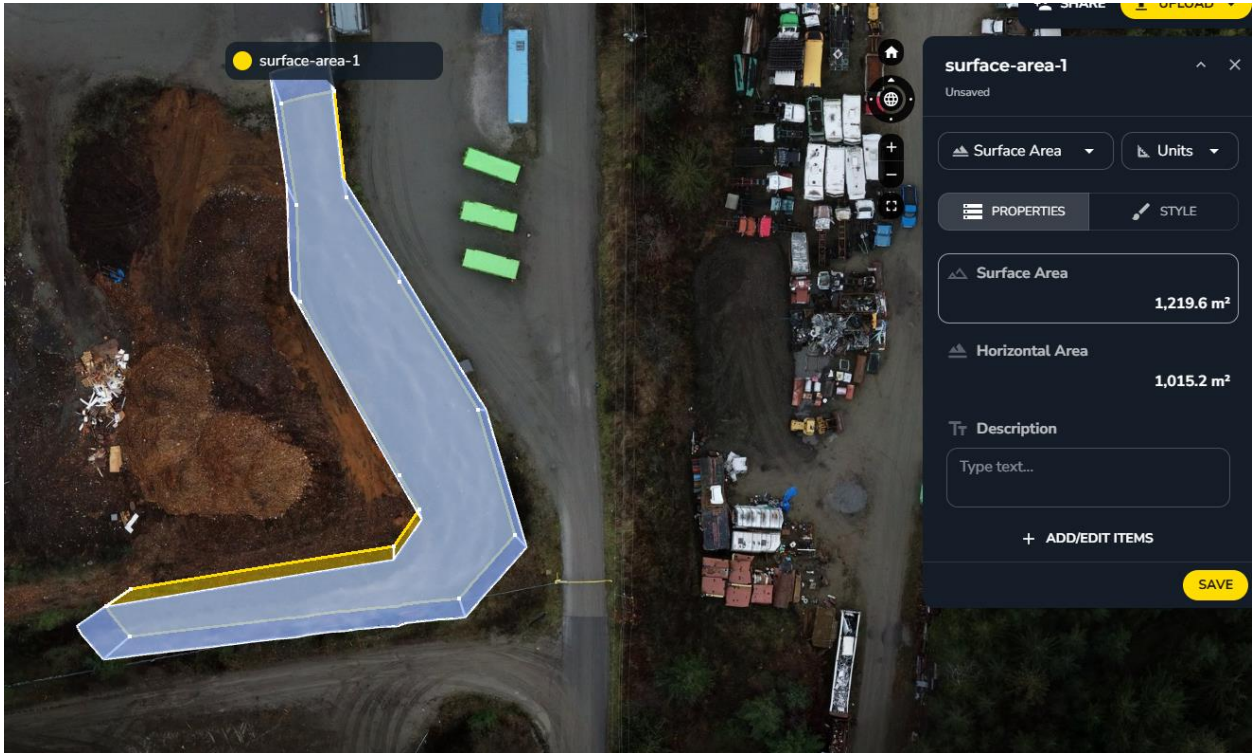
Balfour Transfer Station

- Mobilize equipment to site.
- Re-grade wood chips from approximately 80% down to approximately 30% in areas identified in the figure below. Material can be pulled back up into the working area to reduce slope down to 30%.



Work at each transfer station must be undertaken while the transfer stations are closed to the public. Operating days/hours for each transfer station are located at the link below:

<https://www.rdck.ca/environmental-service/environmental-services/waste-recycling/rrfacilities/>



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.).

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.

Contractor's Responsibilities

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

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

SCHEDULE B: CONTRACT PAYMENT TERMS

- 1 Total budget shall not exceed **\$75,210.50** (excluding GST).
- 2 Invoices to be submitted upon completion of the Project.

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

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

GL Codes: WorkOrder: CAP1235-100 and Project #: PRJ26007

Invoices should 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.

- 3 Invoices to be paid on net 30 day term.
- 4 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.
- 5 The Contractor's name on the invoice must match the name identified in the first page of this contract.

DRAFT



Committee Report

April 15, 2026

RR Facilities – Nakusp Transfer Station Snow Removal and Site Maintenance

Author: Larry Brown, Resource Recovery Operations Supervisor
File Reference: 06_2230_10_2025_2025-198-ENV
Electoral Area/Municipality: WEST SUBREGION
Services Impacted Refuse Disposal – West Subregion Service S188

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with Global Roadway Maintenance Inc., for the Snow Removal and Site Maintenance Services at the Nakusp Transfer Station not to exceed an annual value of \$93,197 plus GST, with annual adjustments as prescribed in the Services Agreement, for the period of May 1, 2026 till April 30, 2028, with up to two (2) one-year extensions, and that the Chair and the Corporate Officer be authorized to sign the necessary documents;

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

2.0 BACKGROUND/HISTORY

In 2025 the Nakusp Landfill closed and the site was transitioned to a transfer station. The contract to operate the landfill included requirements that are no longer needed to operate a transfer station.

The landfill operation contract was revised in scope and was extended on a month-to-month basis until such time as a new contract was awarded in time for the successful proponent to arrange for the delivery of services starting on May 1, 2026.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

A Request for Proposals (RFP) for the provision of snow removal and site maintenance service at the Nakusp, Rosebery, and New Denver transfer stations and recycling sites was posted to the RDCK website and BC Bid on February 26, 2026, and closed on March 19, 2026. Proponents could bid on all or any sites as per their preference.

The snow removal services scope is consistent with the specifications for other Resource Recovery Facilities, so that the contractor services the site as required based on weather conditions. Whereas the site maintenance services are only upon request. These include maintenance of diversion material stockpiles, electric fence maintenance, and other maintenance requests such as posting signage and small repairs.

All proposals were evaluated by a team of two (2) RDCK staff. The evaluation was based not only on the proposed price, but also on the Bidder’s experience and qualifications considered essential to provide the Services requested.

The results of the RFP were that:

- Three (3) valid proposals for the Nakusp transfer station were received.
- Two (2) valid proposals were received for the Rosebery transfer station. The proposed price for services at the Rosebery site does not require Board approval.
- Two (2) valid proposals were received for the New Denver recycling site. The proposed price for services at the New Denver site does not require Board approval.

3.1 Alignment to Board Strategic Plan

This contract aligns with the RDCK Strategic Plan focused on developing more cost-effective and practical approach to asset management.

3.2 Legislative Considerations

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

3.3 What Are the Risks

Not proceeding with the awarding of this contract would require a further extension of the existing modified landfill operation contract to avoid interruption of services. The existing contract is at a higher rate than the proposed contract.

4.0 PROPOSED SOLUTION

Staff propose awarding the contract for snow removal and site maintenance services for the Nakusp Transfer Station to Global Roadway Maintenance Inc. based an acceptable workplan and the lowest overall cost to the RDCK.

Proponent	Annual Estimated Price
Global Roadway Maintenance Inc.	\$93,197
Arrow Lakes Aggregate Ltd.	\$196,100
Gunbarrel Consulting Ltd o/a Gunbarrel Industries	\$145,050

4.1 Financial Considerations of the Proposed Solution

The annual estimated price for services submitted by Global Roadway Maintenance Inc is within the allotted budget for the operations on the Nakusp Transfer Station. The RDCK 2026 Financial Plan for Service for Service S188 West Waste included \$120,000 as the estimated annual contract cost.

The RFP asked each bidder to provide a cost per hour or per services estimated to be required over a year. These estimated were based on site experience; however, they are subject to weather for snow removal services and amount of materials received for the site maintenance. Therefore, the contract cost may vary year to year.

4.2 Risks with the Proposed Solution

Based on a review of the proposed work plan and reference responses for Global Roadway Maintenance, risks associated with the proposed solution are considered low.

4.3 Resource Allocation and Workplan Impact

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

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

No stakeholder engagement is required. The continuation of snow removal and site maintenance services as a result of this contract will benefit the public by keeping the Nakusp transfer station operational.

4.5 Leveraging Technology

RDCK site operations staff currently use the ConnectTeam app to report any operations issues specific to snow removal and site maintenance. Their familiarity with this technology has helped to improve the response time to issues and maintain a high level of service to the public.

4.5 Measuring Success

Success will be measured by monitoring public and staff complaints and entries through ConnectTeam.

5.0 ALTERNATIVE SOLUTION(S)

No alternative solutions are proposed for several reasons including significant interest from the contracting community, bid compliance, and the price is within the allotted budget.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

None at this time.

7.0 OPTIONS SUMMARY

Not applicable.

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with Global Roadway Maintenance Inc., for the Snow Removal and Site Maintenance Services at the Nakusp Transfer Station not to exceed an annual value of \$93,197 plus GST, with annual adjustments as prescribed in the Services Agreement, for the period of May 1, 2026 till April 30, 2028, with up to two (2) one-year extensions, and that the Chair and the Corporate Officer be authorized to sign the necessary documents;

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

Respectfully submitted,
Larry Brown – Resource Recovery Operations Supervisor

CONCURRENCE

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

ATTACHMENTS:

ATTACHMENT A – Draft Services Agreement



Services Agreement

Contract #: 2025-198-ENV

Project: Snow Removal & Site Maintenance – Nakusp Transfer Station & Recycling Depot

GL Code: See Schedule B

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2026
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the **RDCK**)

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

AND

GLOBAL ROADWAY MAINTENANCE 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

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 **May 1, 2026** and ending on **April 30, 2028** (the **Term**). Agreement may be extended up to two (2) times for a one (1) year term upon mutual agreement.

- (d) **LOCATION:** The location for delivery of the Services shall be the Nakusp Transfer Station and Recycling Depot located at 1420 Hot Springs Road, Nakusp, BC.
- (e) **CONTRACT PRICE/RATE:** \$186,246 (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: Personnel & Equipment
 - Schedule E: Proposed Sub-Contractors
 - Schedule F: Site Maps & Plowing Areas
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

GENERAL CONTRACT CONDITIONS

2 The Contractor shall:

- (a) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (b) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (c) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (d) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (e) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (f) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (g) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (h) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (i) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

ASSIGNMENT

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

INSURANCE

- 4 The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

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

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
- (ii) include the Contractor's Blanket contractual liability;
- (iii) include a Cross Liability clause;
- (iv) include occurrence property damage;
- (v) include personal injury;
- (vi) include 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);
- (vii) 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;
- (viii) 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.

The Contractor shall provide proof of insurance coverage, showing the RDCK as an additional insured, on each anniversary date of the Contract.

INDEMNITY

- 5 Notwithstanding the provision of any insurance coverage by the RDCK, the Contractor shall indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them

from and against losses, claims, damages, actions, and causes of action (collectively referred to as Claims), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons.

COMPLIANCE WITH WORKERS COMPENSATION ACT

- 6** The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the Workers Compensation Act and the Occupational Health and Safety Regulations thereunder.
- 7** Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the Workers Compensation Act, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the Workers Compensation Act or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.
- 8** In the event that the Contractor refuses or fails to comply with an order under the Workers Compensation Act or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract*.
- 9** The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter. The Contractor will Be responsible for all fines, levies, penalties and assessments made or imposed under the Worker's Compensation Act and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.

HEALTH AND SAFETY

- 10** The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.
- 11** The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.
- 12** The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.

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

INTENT OF CONTRACT DOCUMENTS

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

RDCK REPRESENTATIVE'S AUTHORITY

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

NOTICE TO PROCEED

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

RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

- 17 If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.
- 18 If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.
- 19 If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Irrevocable Commercial Letter of Credit.

RDCK'S RIGHT TO TERMINATE THE CONTRACT

- 20 If the Contractor should:
 - (a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is

appointed on account of their insolvency, or

- (b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- (c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- (d) abandon the supply of the Services, or
- (e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

21 If the default is not corrected within forty-eight (48 hours), then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

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

- (a) obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
- (b) withhold any further payments to the Contractor until the supply of the Services is finished;
- (c) upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Credit.

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

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

CONTRACTOR'S RIGHT TO STOP SUPPLY OF SERVICES OR TERMINATE THE CONTRACT

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

26 The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if

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

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

SUB-CONTRACTORS

- 28** The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:
- (a) enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 29** The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.
- 30** The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule E-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.
- 31** The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.
- 32** Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.
- 33** Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

PRIVATE LAND

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

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

DISPUTE RESOLUTION

- 36 All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.
- 37 In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.
- 38 Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

TAXES AND DUTIES

- 39 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

STAFF RESOURCES AND MANAGEMENT

- 40 The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.
- 41 The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.
- 42 The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

EMERGENCY CALL OUTS

- 43 Before commencement of the Contract, the Contractor shall provide to the Owner with a list of at least three names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract. Names are to be listed in Schedule D – *Personnel and Equipment*. At least one person on the list shall be available at all times outside of normal working hours. The Contractor shall issue an updated list whenever a change in call out personnel or phone numbers is made.

RIGHT TO AUDIT

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

CHANGE IN THE SERVICES

- 45 The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.
- 46 If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule C - *Pricing Schedules*, or use one of more of the following methods in deciding such value:
- by unit prices submitted in the Proposal
 - by unit prices submitted by the Contractor and accepted by the RDCK
 - by lump sum on the Contractor's estimate and accepted by the RDCK
 - on a force account basis as specified hereinafter.

INSPECTION OF THE WORK

- 47 The Owner's Representative will inspect the Work during the period of operation and will observe the Work in progress on behalf of the Regional District. The Owner's Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Agreement.
- 48 The Regional District and its representatives shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 49 If the specifications, the Regional District's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of his readiness for inspection, and if the inspection is by an authority other than the Regional District, the date fixed for such inspection.

- 50 If any Work should be covered up without approval or consent of the Regional District it must, if required by the Regional District, be uncovered for examination at the Contractor's expense.
- 51 Examination of questioned Work may be ordered by the District and if so ordered the Work shall be uncovered by the Contractor. If such Work is found not to be in accordance with the Contract Documents through the fault of the Contractor, the Contractor shall pay the cost of examination and replacement of the Work. If such Work is found to be in accordance with the Contract Documents, the Regional District shall pay these costs.

CONTRACT PERFORMANCE REVIEWS

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

RIGHTS OF WAIVER

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

DUTY OF CARE

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

SEVERABILITY

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

COMPLIANCE WITH PERMITS, LAWS AND REGULATIONS

- 56 The laws and regulations of the place where the Services are supplied shall govern.
- 57 The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.
- 58 The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.

- 59 The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.
- 60 This Agreement shall be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

SECURITY FOR SUPPLY OF SERVICES

- ~~61 Unless otherwise agreed in writing by the RDCK, the Contractor must provide the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable Commercial Letter of Credit in the amount of 10% of the Contract Price detailed in this Schedule, which security was issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.~~

FORCE MAJEURE

- 62 In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract.*, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:
- (a) the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
 - (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
 - (c) the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
 - (d) when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

GENERAL

- 63 Time shall be of the essence of this Agreement.
- 64 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 65 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 66 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 67 A waiver under Section 66 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 68 Everything produced, received or acquired (the "Material") by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:

- (a) be the exclusive property of the RDCK; and
- (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.

69 The copyright in the Material belongs to the RDCK.

70 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.

71 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.

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

73 Sections 2 c), d), Sections 5 and 69 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

74 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	GLOBAL ROADWAY MAINTENANCE 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)

SCHEDULE A: DESCRIPTION OF SERVICES

1 Services Required

The Services to be supplied to the RDCK consist of the following: snow removal and maintenance services at the Nakusp Transfer Station and Recycling Depot.

Snow removal services will consist of snow removal and spreading sand and salt on site. Weather and site conditions will determine which actions are required when service is provided.

Site Maintenance Services, Septage Facility Maintenance, Electric Predator Fence Maintenance and Pile Pushing services will be on an as-needed basis with short notice and the potential for emergency call-outs with minimal notice.

2.1 Snow Removal Services

Snow Removal Services will consist of, but not be limited to, the following:

- a) Clear the depot area of snow as close as possible to the specified opening hours of the Site. The maximum accumulation permitted before snow removal is required is three (3) inches (7.6 cm) within 24 hrs. Snow removal and stockpiling shall be in accordance with the detailed site map.
- b) Snow removal be conducted no more than twice per day. Snow removal is not required on days the site is not open to the public unless large storm accumulations justify removal between opening days or weather conditions are predicted that would make it impossible to clear snow in time for the site to be open. For example, if the weather forecast is for a warming then freezing period, the snow should be cleared so that it doesn't melt and freeze, becoming impossible to clear.
- c) The Contractor will monitor the weather at the site to determine if snow removal or sanding is necessary. This may require the contractor to make a visit to the site, or to have staff that are local to the site which can provide the contractor with real time weather updates. If requested, pictures of the area pre and post snow removal and weather reports will be submitted to the RROS.
- d) Hand shoveling of some portions of the depot will be required to achieve the expected standards of the sites. The contractor is expected to work this into the cost of snow removal as additional payment will not be made. Areas that will require manual shoveling include but are not limited to the roadways, bin lids at the transfer area, stockpile areas and access, gates, base of bins, and attendant hut.
- e) Sanding or spreading of salt in the depot area will be conducted with each snow clearing that occurs as close as possible to the specified opening hours of the site to ensure public areas are safe for foot and vehicle traffic. It is not required on days the site is not open to the public, even if snow clearing services have been required. Ensure the depot area is maintained in such a way that the user has safe footing in the pedestrian areas and driving areas. If sand or salt cannot be supplied by the contractor it must be stipulated in the Quote Form that this is not included and that the ROCK will be responsible for the supply of sand and/or salt.
- f) Sanding or spreading of salt may be required on days even if snow removal is not required. The same level of expectation around monitoring and providing this service applies. The separate cost for this stand-alone service must be clearly outlined in the Quote.

- g) Snow will be stored in such a manner and location that it does not interfere with access to the operations of the depot and does not damage RDCK property. Areas that must be left clear of snow berms include but are not limited to the roadways, bins, stockpile areas and access, gates, base of bins, and attendant hut.
- h) The Contractor is expected to perform snow removal in such a way that plans ahead for snow storage needs throughout the snow season. This includes pre-planning for snow storage areas during the examination of site. A sketch or map of the planned storage areas will be provided by the contractor to the Resource Recovery Operations Supervisor (RROS), or designate, the snow removal to be done.
- i) A three-foot radius around recycling and waste bins must be cleared of snow. If the equipment cannot remove the snow flush to the bins without risk of damage they must be hand shoveled. This may require a second staff person or additional hours and should be considered and included in the Quote.
- j) Waste bin lids must be cleared of snow as close to opening hours as possible so the lid can be safely raised by the Site Attendant.
- k) At sites where there are safety gates or railings, the snow underneath and in front of the railings/gates must be cleared. This may require hand shoveling.

2.2 Additional Snow Removal Services

The RDCK may request the Contractor to provide additional snow removal services for additional areas at the site. It is noted that the Contractor may not own equipment capable of providing this service; therefore, rates for Materials and/or Equipment required for such work requested by the RDCK shall be negotiated between the RDCK and the Contractor.

2.3 Site Maintenance Services

Upon request by the RDCK representative, Site Maintenance Services may consist of, but not be limited to, the following:

- a) Clean up of illegal dumping activities may consist of, but not be limited to, the following:
 - i. Site visits to visually inspect Site for illegally dumped material. Site visits may involve: examining illegal dumped material for items referencing contact information (i.e. name, address, phone number, etc.) of suspected illegal dumper and forwarding the information collected to the Regional District in a timely manner.
 - ii. Observing illegal dumping in progress and recording a description of the suspect including a description of the vehicle and vehicle license plate number and forward the information to the Regional District in a timely manner.
 - iii. Clean up of illegally dumped material and disposal into the appropriate on-site container. The Regional District shall grant off-hour access to the Site to the Contractor to dispose of illegally dumped material; however, the Contractor shall not dispose of any personal waste outside the normal hours of operation of the Site.
 - iv. Record incidents of illegal dumping on the form supplied by the Regional District and submit the form to the Regional District in a timely manner if requested. The Regional District shall provide an adequate supply of forms to record illegal dumping activities for use by the Contractor. See Appendix B for sample form.

- b) Litter control.
- c) Weed trimming/mowing.
- d) Removal and disposal of small trees, less than 150mm in diameter.
- e) Repairs to Attendant Building or other structures.
- f) Placement and/or maintenance of Site signage.
- g) Gravel surface maintenance including the filling of potholes using material provided by the RDCK.
- h) Spring clean up such as power washing or sweeping parking lots and other surface.
- i) Minor Mechanical maintenance (i.e. greasing gates and other equipment such as compactors).

2.4 Septage Facility

Upon request by the RDCK representative, Septage Facility services may consist of, but not be limited to, the following:

- a) Inspecting the septage cell berms to observe and report condition.
- b) Turning the chip pile.
- c) It is expected once per calendar year, or as requested by the RDCK, the dried septage material will be removed from one or both of the two septage pits, placing the material in a septage compost area adjacent to the septage pits, and replacing the cleaned cell with new chips supplied from the on-site Wood Waste grinding program.
- d) Dried septage compost areas shall be maintained in an orderly fashion, and consolidated at the request of the Regional District.
- e) An excavator shall be used for all septage facility maintenance.

2.5 Electric Predator Fence Maintenance

Upon request by the RDCK representative, Electric Predator Fence Maintenance services may consist of, but not be limited to, the following:

- a) The Contract shall perform inspections by walking the entire perimeter of the fence for issues such as:
 - i. Trees fallen onto fence
 - ii. Rocks rolled against fence
 - iii. Vegetation touch strands of fence wire
 - iv. Litter
 - v. Signs of animal activity such as tracks and scat within the fence area
 - vi. Signs of animal activity such as digging under the fence
 - vii. More than 10cm between the ground and the first strand,
 - viii. Loose wires
 - ix. Missing insulators
 - x. Inadequate tension
 - xi. Inadequate voltage

xii. Signs of trespass

- b) Voltage shall be maintained at a minimum of 6000 volts. Any deficiencies shall be reported to the Regional District immediately.
- c) The Contractor shall be required to control all woody and herbaceous vegetation growth within and under the electric predator fence for a distance of 1.0 m on each side. Vegetation shall not touch any strand of the fence at any time. Complete vegetation control around entire fence line is expected to be required at minimum three times annually.
- d) The Contractor shall electrify the fence April 1 and turn off the fence December 1 each year or as otherwise directed by the Regional District's Representative.

2.6 Pile Pushing

Upon request by the RDCK representative, Pile Pushing services may consist of, but not be limited to, the following:

- a) Ensuring that the piles are maintained in an orderly fashion and that materials are contained within their respective defined storage areas. Care must be taken in piling materials to ensure pile stability.
- b) Ensuring that the areas in and around the piles where customers dump from are free from materials which may cause damage to tires.

2.7 Recording and Reporting Fuel Consumption

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

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

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

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

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

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

DRAFT

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

- 2 Total budget shall not exceed **\$186,246** (excluding GST) over the two year contract term unless otherwise negotiated in advance of the work completed. Costs shall be based on amounts in Schedule C (excluding GST).

INVOICING

- 3 Invoices to be submitted monthly.
- 4 The following contract number and GL code(s) **must** be quoted on the invoice(s):
- Contract Number: # **2025-198-01-ENV**
- GL Codes: **54030 / OPR 302-100** - Operations & Maintenance (inc. Snow Removal)
54030 / OPR 302-300 - Material Processing
- 5 Invoices must be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.
- 6 Invoices to be paid on net 30 day term.
- 7 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.
- 8 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 9 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

- 10 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
- (a) the Contractor is not making satisfactory progress with the supply of the Services;
 - (b) defective Services which are not remedied;
 - (c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
 - (d) damages caused to another party by the Contractor;
 - (e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
 - (f) the RDCK has corrected deficiencies under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

MONIES DUE TO THE RDCK

- 11 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.
- 12 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.
- 13 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

- 14 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

- 15 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

- 16 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.

- 17 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.

- 18** The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced by Statistics Canada will be the most up to date and relevant tables available at the time of the adjustment. No other adjustment to the Contract Price will be made during the term of the Contract.

DRAFT

NOT INCLUDED IN DRAFT

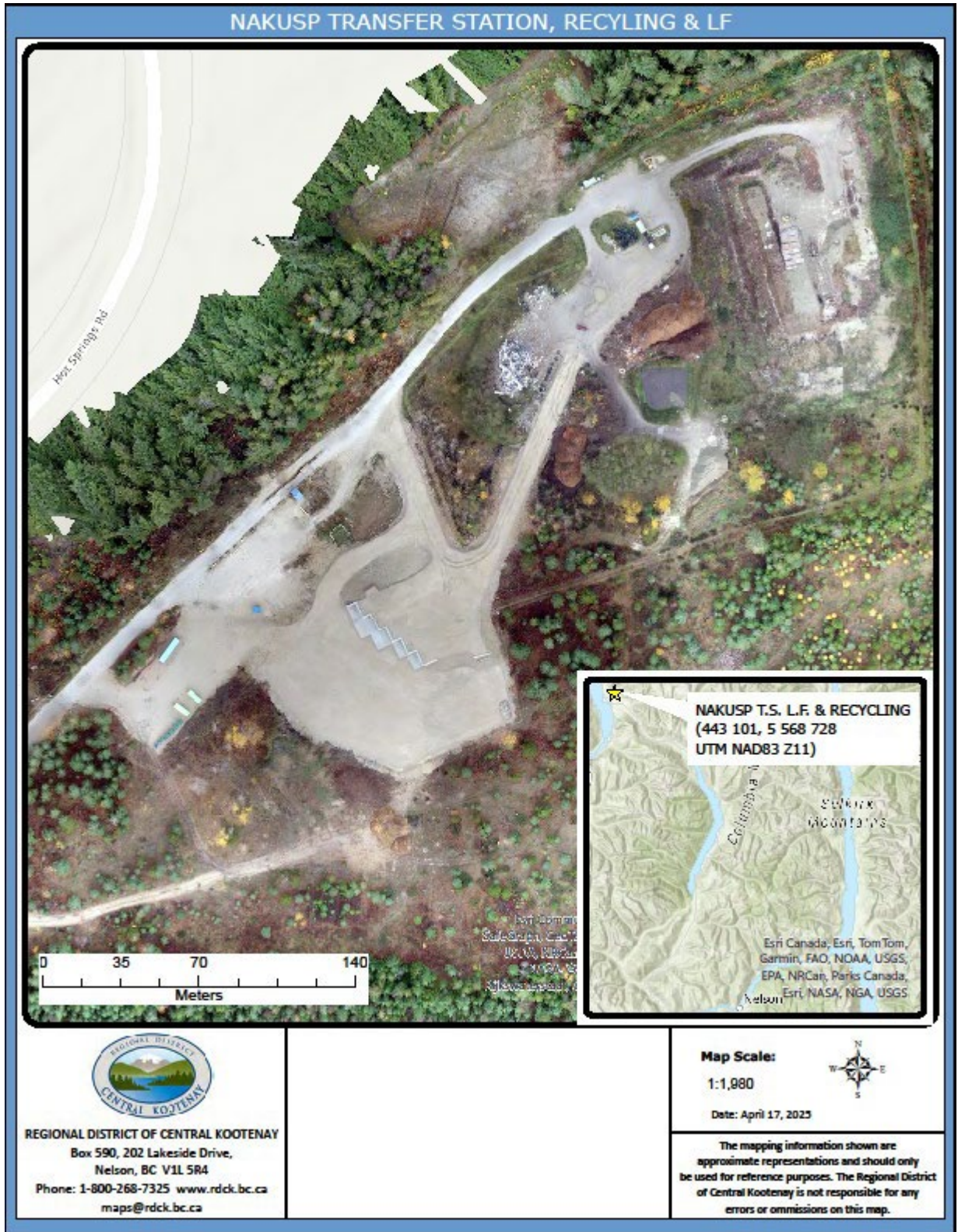
DRAFT

NOT INCLUDED IN DRAFT

DRAFT

NOT INCLUDED IN DRAFT

DRAFT





The plowing area defined in blue above and commences at the edge of the property near the entrance to Arrow Lake Aggregates



Committee Report

April 15, 2026

RR Facilities – Wood Waste Reduction Services Contract Extension

Author: Larry Brown, Resource Recovery Operations Supervisor
File Reference: 06_2230_10_2023_2023-011-ENV
Electoral Area/Municipality: All Subregions
Services Impacted S186 Refuse Disposal - East Subregion, S187 Refuse Disposal - Central Subregion, S188 Refuse Disposal - West Subregion

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK to extend the Services Agreement with Frazer Excavation Ltd., for Wood Waste Reduction Services to a maximum value of \$147,600 plus GST for a one-year period commencing September 1, 2026 and ending August 31, 2027, 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; Service S187 Refuse Disposal - Central Subregion and Service S188 Refuse Disposal - West Subregion.

2.0 BACKGROUND/HISTORY

In 2023 the Board approved the following resolution:

378/23 That the Board authorize staff to enter into a Services Agreement with Frazer Excavation Ltd. for Wood Waste Reduction Services at Various Resource Recovery sites for the period of September 1, 2023 to August 31, 2025 with the eligibility of three one year extensions, at a total servicing fee of \$13.50 per cubic meter, equating to an estimated total 2 year contract value of \$477,549 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary document;

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

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The current contract has three one-year extensions available. This report recommends awarding the second of those three available extensions.

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 an extension would require the procurement of a new contract to avoid interruption of services.

4.0 PROPOSED SOLUTION

The current contractor Frazer Excavation Ltd. has achieved excellent performance and has 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

There are two financial considerations for the extension of this contract.

The first consideration is for the unit price for the wood grinding. The unit price for each cubic meter of grinding has increased each contract year since contract commencement due to the language in the contract that states:

The price as presented in Schedule C-1: Unit Pricing Schedule shall be increased by 3% annually on the anniversary date of the Contract.

Contract Yr	Price per cubic meter
2023-2024	\$13.50
2024-2025	\$13.91
2025-2026	\$14.33
2026-2027	\$14.76

The second financial consideration is the amount of material to be ground. There have been significant variations from one year to the next depending on the amount received at the sites.

In 2024 the amount of grinding spiked largely due to conditions related to weather and equipment repairs affecting regular scheduling of services. Adjustments to the classification of wood in early 2025 resulted in a reduction to the amount of material ground to what is considered an historical average.

Total grindings by cubic meter for this contract by cubic meter per calendar year are:

	Total	Wood	Y&G
2023	15,908	12,604	3,304
2024	25,542.1	20,079.4	5,462.7
2025	13,999	9,716	4,283
2026	10,000 (estimated)		

The costs for Wood Waste Reduction Services will be paid from Service S186 Refuse Disposal (East Subregion); Service S187 Refuse Disposal (Central Subregion) and Service S188 Refuse Disposal (West Subregion), based on

volumes processed from the applicable Contracted Services account. There is sufficient budget in each service for this expense.

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 throughout the district 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 the wood reduction process and result in unsustainable stockpiles.

Another risk is that the new 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 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 Services Agreement with Frazer Excavation Ltd., for Wood Waste Reduction Services to a maximum value of \$147,600 plus GST for a one-year period commencing September 1, 2026 and ending August 31, 2027, 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; Service S187 Refuse Disposal - Central Subregion and Service S188 Refuse Disposal - West Subregion.

Option 2:

Recommendation:

That the Board direct staff to issue a Request for Proposal for a new agreement.

8.0 RECOMMENDATION

That the Board approve the RDCK to extend the Services Agreement with Frazer Excavation Ltd., for Wood Waste Reduction Services to a maximum value of \$147,600 plus GST for a one-year period commencing September 1, 2026 and ending August 31, 2027, 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; Service S187 Refuse Disposal - Central Subregion and Service S188 Refuse Disposal - West Subregion.

Respectfully submitted,

Larry Brown, Resource Recovery Operations Supervisor

CONCURRENCE

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

ATTACHMENTS:

Attachment A – DRAFT Agreement Amendment



Agreement Amendment

Contract #: 2023-011-ENV

Amendment #: 02

Project: RR Facilities – Wood Waste Reduction Services – Second Extension Term

GL Account #: 54030 / WO as per Site

Board Resolution(s): Add Board Resolution(s) # relevant to this Amendment

RDCK Contract Lead: Larry Brown, lbrown@rdck.bc.ca

THIS AGREEMENT AMENDMENT is executed and dated for reference the:

____ day of _____, **2026**
(Day) (Month) (Year)

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND FRAZER EXCAVATION LYD. HEREBY AMEND THE SERVICES AGREEMENT FOR WOOD WASTE REDUCTION SERVICES DATED FOR REFERENCE THE 15TH DAY OF SEPTEMBER 2023 AS FOLLOWS:

1 TERM

The Term in Section No. 1.3 shall be extended for the second one-year extension term from September 1, 2026 to August 31, 2027.

2 PAYMENT AMENDMENT

Section No. 4.1 of Schedule B shall be amended to include the following:

Total budget for the second one-year extension term from September 1, 2026 to August 31, 2027 shall not exceed \$147,600 (excluding GST).

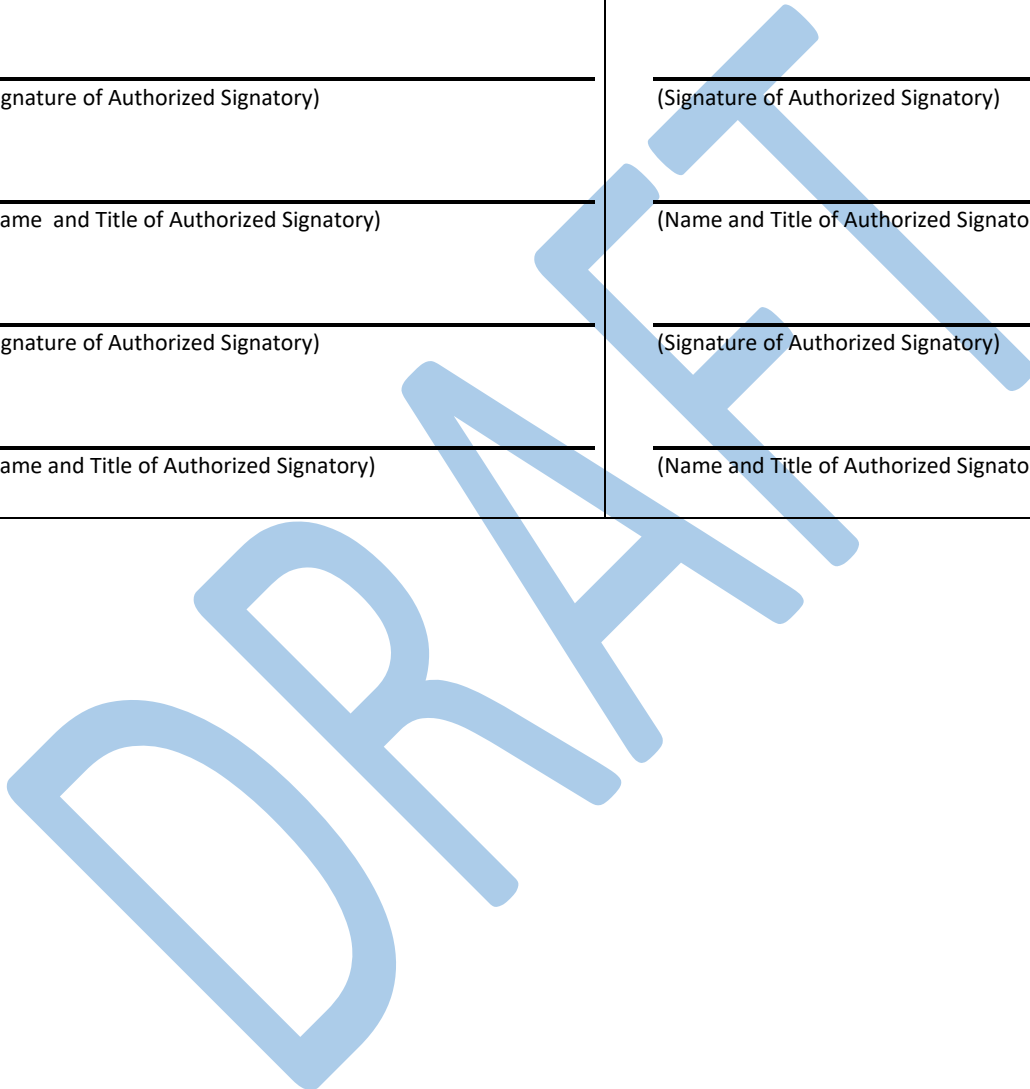
The budget is based on an estimated annual volume of 10,000 cubic meters and a unit price of \$14.76 (excluding GST) per cubic meter of ground material.

Please quote Contract No. **2023-011-ENV** on all invoices associated with this work.

All other terms and conditions of the Agreement dated for reference the 15th day of September 2023 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	FRAZER EXCAVATION LTD.
<hr/>	<hr/>
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
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(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
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(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)



Total Information Line and Recyclepedia Inquiries = 1527

Total Number of Information Line Inquiries

The Recycling Information Line received 150 calls, representing 210 material requests.

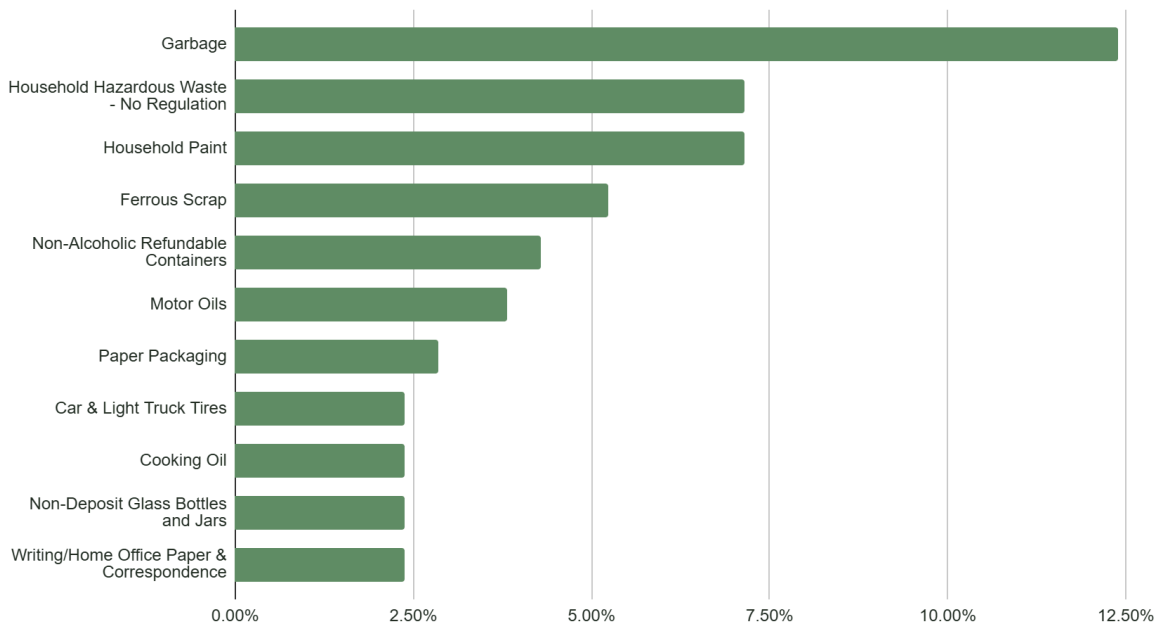
Recyclepedia Web Searches

In 2025 there were 1317 unique web searches on the Recyclepedia, 1040 of which originated from www.rcbc.ca and 277 from externally hosted Recyclepedia widgets. Externally hosted Recyclepedia widgets include 9 local and regional governments, and 1 steward organization and is available to all of our sponsoring regional districts and their municipalities. All municipalities are eligible to add the widget to their website which can increase tracked inquiries across your region.

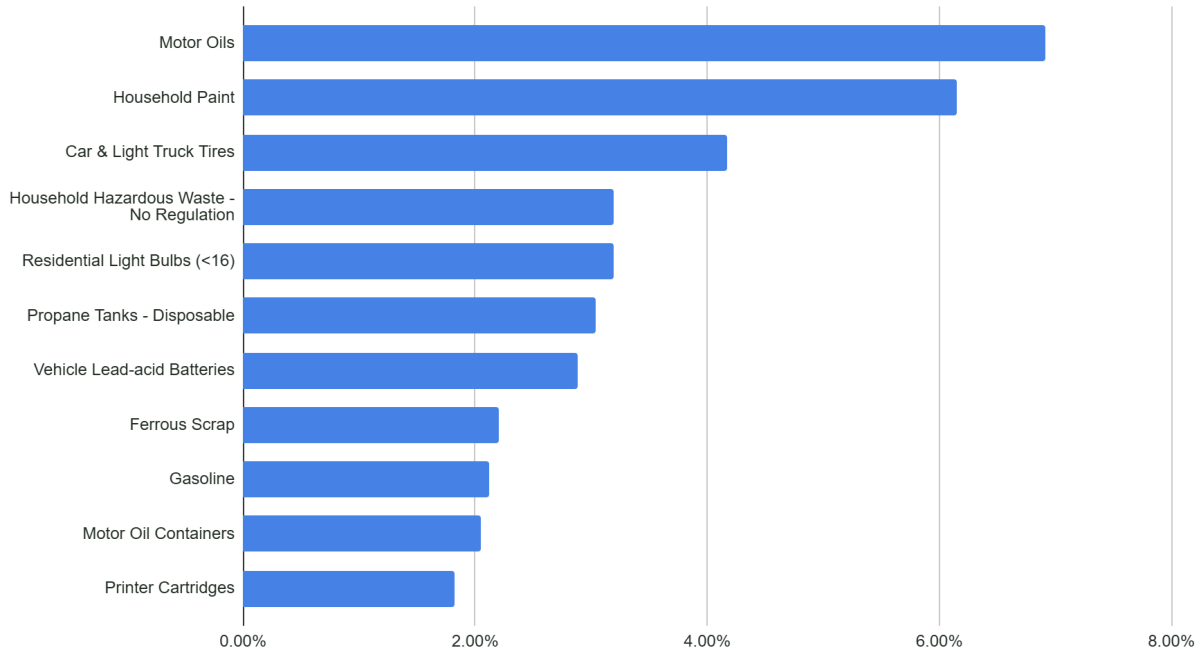
Top Materials by Request Source

These two graphs show how the constituents of RDCK seek their waste disposal information. Household Hazardous Waste - No Regulation and Hazardous were top of the phone list indicating that residents prefer more detailed information than what can be found on a website for these items. Having Garbage as one of the top materials for phone searches indicates RCBC’s role in reducing contamination from curbside recycling and drop-off programs. Motor Oils and Household Paint are at the top of the web search list which may indicate a lack of locations or education for these materials.

Top Materials by Percentage from Phone Inquiries



Top Materials by Percentage from Web Inquiries



Distribution of Inquiries by City - RDCK: 2025

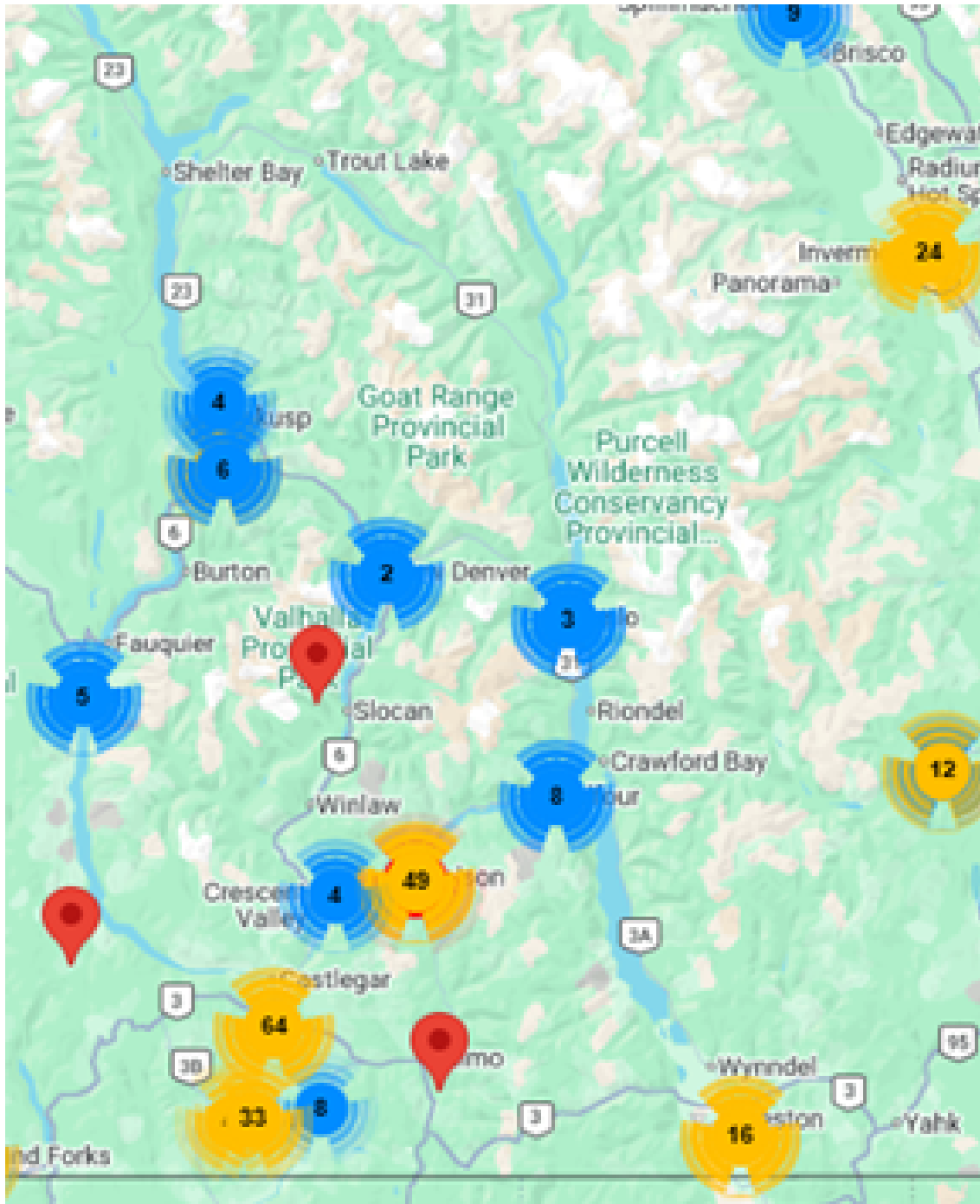
The following table shows that most inquiries came from Nelson followed by Castlegar for all inquiries.

Regional District	City	Calls Logged	Web (RCBC Only)	Web (All Other Sources)	Total
RD of Central Kootenay		150	1040	277	1467
	Argenta	1	0	1	2
	Balfour	4	18	7	29
	Bellevue	2	0	0	2
	Bonnington Falls	0	1	0	1
	Boswell	0	1	0	1
	Brilliant	0	3	1	4
	Burton	0	0	1	1
	Canyon	0	1	0	1
	Castlegar	28	327	63	418
	Central Kootenay E	0	3	1	4
	Central Kootenay H	0	5	1	6
	Central Kootenay I	0	0	2	2

Central Kootenay J	0	0	1	1
Cooper Creek	0	0	1	1
Cottonwood	0	3	0	3
Crawford Bay	0	6	2	8
Crescent Valley	1	5	2	8
Creston	17	170	40	227
Devine	0	1	2	3
Eagle Creek	0	3	0	3
Edgewood	2	18	1	21
Goodyear	0	1	0	1
Gramsons	0	1	0	1
Gray Creek	0	3	0	3
Hall	0	1	0	1
Howser	0	0	1	1
Jersey City	0	1	0	1
Kaslo	7	25	14	46
Kitchener	0	1	0	1
Kootenay Bay	1	5	3	9
Lardeau	0	2	0	2
Longbeach	0	0	1	1
Marblehead	0	1	0	1
Nakusp	8	29	13	50
Nelson	70	338	95	503
New Denver	3	5	5	13
Norwood	0	2	0	2
Palling	0	15	0	15
Procter	0	0	1	1
Riondel	0	1	2	3
Robson	0	3	3	6
Rosebery	1	2	0	3
Salmo	2	11	5	18
Silverton	0	4	1	5
Slocan	2	7	7	16
Slocan Park	0	1	0	1
South Slocan	0	1	0	1
Winlaw	1	4	0	5
Wynndel	0	1	0	1
Yahk	0	4	0	4
Ymir	0	6	0	6

App Searches by Location - RDCK:

This map shows the locations of mobile app search for android and iOS devices for 2025 in the RDCK.





RCBC Recycling Information Line and Recyclepedia
2025 Summary - Regional District of Central Kootenay