



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

Date: Wednesday, September 23, 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

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 September 23, 2026 Joint Resource Recovery Committee meeting be adopted as circulated.

2.3 RECEIPT OF MINUTES

5 - 10

The August 19, 2026 Joint Resource Recovery Committee minutes, have been received.

3. STAFF REPORTS

3.1 SUBREGIONAL RESOURCE RECOVERY COMMITTEE CHAIR ELECTION PROCEDURE [Entire RDCK]

11 - 15

This item was referred from the August 19, 2026 Joint Resource Recovery Committee meeting.

The Committee Report dated September 23, 2026 from Alayne Hamilton, Acting Resource Recovery Manager – Projects & Programs requesting approval of a change to the Subregional Resource Recovery Committee Chair election procedure for 2027, has been received.

RECOMMENDATION:

That the Board approve for the 2026 General Local Election year, the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee each elect a sub-regional Resource Recovery Chair from among their members at their final meeting of the 2026 calendar year, with the elected Chairs commencing their duties immediately after election until December 31, 2027;

AND FURTHER that staff be directed to incorporate provisions respecting the election of Chairs for the sub-regional Resource Recovery Committees into a 2027 update of Procedure Bylaw No. 2898, 2024.

3.2 MULTI-FAMILY ORGANIC WASTE DIVERSION [Nelson, Castlegar, Creston]

16 - 21

The Committee Report dated September 23, 2026 from Matt Morrison, Organics Coordinator regarding the inclusion of effort and capacity for multi-family housing engagement and support within the existing Industrial, Commercial, and Institutional organic waste diversion implementation framework, has been received.

RECOMMENDATION:

That the Board direct staff to include effort and capacity for multi-family housing engagement and support within the existing Industrial, Commercial, and Institutional organic waste diversion implementation framework;

AND FURTHER, that \$2,830 be included in the 2027 Financial Plan for Allocation Service A102 Resource Recovery to fund up to 80 hours of Organic Ambassador time;

AND FURTHER, that the following be included in the 2027 Financial Plan to fund the development and distribution of engagement materials:

- \$1,450 for Service S186 Refuse Disposal - East Subregion;
- \$1,650 for Service S187 Refuse Disposal - Central Subregion; and
- \$1,900 for Service S188 Refuse Disposal - West Subregion.

3.3 CONTRACT AWARD: BURTON AND EDGEWOOD TRANSFER STATION OPERATIONS AND MAINTENANCE [West Subregion]

22 - 62

The Committee Report from Larry Brown, Resource Recovery Operations Supervisor regarding the contract award for Burton and Edgewood Transfer Station operations and maintenance, has been received.

RECOMMENDATION:

That the Board approve the RDCK enter into a Services Agreement with CJ Industries Inc., for Site Operation and Maintenance Services at the Burton and Edgewood Transfer Stations to a maximum value of \$444,945 plus GST, for the period of October 1, 2026 until September 30, 2029, 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.

3.4 CONTRACT EXTENSION: ICI CARDBOARD RECYCLING SERVICES [Entire RDCK]

63 - 70

The Committee Report from Akane Norimatsu, Resource Recovery Technician regarding the contract extension for Industrial, Commercial and Institutional cardboard recycling services, has been received.

RECOMMENDATION:

That the Board approve the RDCK extend the Services Agreement with Waste Management for the collection, transport and marketing services of Industrial, Commercial and Institutional Old Corrugated Cardboards from eight designated depots in the RDCK for the period September 1, 2026 to August 31, 2027 to a maximum value of \$158,240 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that \$25,233 be paid from A116 Recycling Program-East Subregion, \$95,265 be paid from A117 Recycling Program-Central Subregion, \$37,742 be paid from A118-Recycling Program-West Subregion.

**3.5 CONTRACT EXTENSION: SALMO RECYCLING DEPOT
[Central Subregion]**

71 - 83

The Committee Report from Akane Norimatsu, Resource Recovery Technician regarding the extension of the License of Occupation for the Salmo Recycling Depot, has been received.

RECOMMENDATION:

That the Board approve the RDCK extend the License of Occupation with the Village of Salmo for the Salmo Recycling Depot for the period of July 1, 2026, to June 30, 2027 to the maximum value of \$6,944.40 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service No. A117 Recycling Program – Central Subregion.

**3.6 VERBAL UPDATE: HOUSEHOLD HAZARDOUS WASTE EVENTS
[Entire RDCK]**

Akane Norimatsu, Resource Recovery Technician will give a verbal update on the ongoing Household Hazardous Waste events.

4. FOR DISCUSSION: TRASH TO TREASURE

Chair Hewat has requested a discussion on the Trash to Treasure events and planned advertising.

5. CORRESPONDENCE

5.1 Potential Tipping Fee Increase Letter from RDCK to Municipalities and Contractors

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5.2 Email Summary from Staff to Directors of the August 19, 2026 Verbal Report on 2025 Household Hazardous Waste Events

85 - 87

6. PUBLIC TIME

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

7. ADJOURNMENT

RECOMMENDATION:

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



REGIONAL DISTRICT OF CENTRAL KOOTENAY

JOINT RESOURCE RECOVERY COMMITTEE

OPEN MEETING MINUTES

A Joint Resource Recovery Committee meeting was held on Wednesday August 19, 2026
1:00 pm PST / 2:00 pm MST through a hybrid meeting model.

COMMITTEE MEMBERS PRESENT

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 A. Davidoff	Electoral Area I	
Director H. Cunningham	Electoral Area G	In-person
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 K. Page (JRRC Alt.)	City of Nelson	In-person
Director D. Lockwood	Village of Salmo	In-person
Director J. Lunn (JRRC Alt.)	Village of Slocan	
Director S. Hewat	Village of Kaslo	In-person
Director T. Gordon	Village of Silverton	
Councilor C. Hawton	Town of Creston	In-person
Alt. Director J. Fyke	Village of New Denver	

STAFF PRESENT

U. Wolf	General Manager Environmental Services
A. Hamilton	Acting Resource Recovery Manager – Projects & Programs
L. Brown	Resource Recovery Operations Supervisor
N. Schilman	Environmental Technologist
A. Norimatsu	Resource Recovery Coordinator
E. Clark	Meeting Coordinator
A. Carmichael	Alt. Meeting Coordinator

1. ZOOM REMOTE MEETING INFO

Join Zoom Meeting

<https://rdck-bc-ca.zoom.us/j/98572164791?pwd=plCY9gqLwVZtdzR2zmtuHXJOMq138L.1>

Meeting ID: 985 7216 4791

Passcode: 701014

Dial by your location

833 955 1088 Canada Toll-free

In-Person Meeting Location for Hybrid Meeting Model

The following location was determined to hold the in-person meetings for the Joint Resource Recovery Committee:

Location Name: RDCK Board Room

Location Address: 202 Lakeside Drive, Nelson, BC

2. CALL TO ORDER & WELCOME

Chair 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:

That the election of sub-regional committee chairs for 2027 be added to the agenda as a late item.

2/3 vote Carried

Moved and seconded,

And resolved:

That waiving tipping fees for wet organics during bear season be added to the agenda as a late item.

2/3 vote Carried

Moved and seconded,
And resolved:

The Agenda for the August 19, 2026 Joint Resource Recovery Committee meeting be adopted with the following amendments:

- Inclusion of Item 5 - Election of Sub-Regional Committee Chairs for 2027;
- Inclusion of Item 6 - Waiving Tipping Fees for Wet Organics during Bear Season;

after circulation.

Carried

2.3 Receipt of Minutes

The July 15, 2026 Joint Resource Recovery Committee Minutes have been received.

3. STAFF REPORTS

3.1 FOR INFORMATION: LEGACY LANDFILL CLOSURE UPDATE

[Entire RDCK]

The Committee Report dated August 19, 2026 from Nathan Schilman, Environmental Technologist providing an update on the Legacy Landfill Closure project, activities completed to date, and activities planned for 2026 and beyond, was received.

**DIRECTOR
PRESENT**

Councilor Hawton joined the meeting at 1:13 p.m.

3.2 RDCK CLASS A COMPOST

[Entire RDCK]

The Committee Report dated August 19, 2026 from Matt Morrison, Organics Coordinator regarding the 2026 compost sales plan, was received.

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

That the Board direct staff to undertake the 2026 Compost Sales Plan at the Central Transfer Station, Ootischenia Landfill, and Creston Landfill for screened Class A compost produced from the Central and Creston Compost Facilities, and that compost be made available for purchase by customers by volume at a rate of \$30 per cubic metre for loads 2 cubic meters or less, and by weight at a rate of \$50 per tonne for loads greater than 2 cubic metres, and that the minimum volume charge will be \$7.50 for loads less than 0.25 cubic metres;

AND FURTHER, that the revenue from the 2026 Compost Sales Plan go to Service A119 Organics Program – East Subregion for compost sold from the Creston Landfill, and

Service A120 Organics Program – Central & West Subregions for compost sold from the Central Transfer Station and Ootischenia Landfill.

Carried

3.3 PURCHASE OF ROLL OFF HOIST FOR TRIDEM AXLE ROLL OFF TRUCK

[Central Subregion]

The Committee Report dated August 19, 2026 from Larry Brown, Resource Recovery Operations Supervisor seeking authorization to purchase a Bale Station Roll Off Hoist (Model U-3225) to be installed on an RDCK owned tridem (3) axle roll-off truck to transport waste from transfer stations in the Central sub-region to the Ootischenia Landfill, and organics to and from the Central Compost facility, was received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a Purchase of Goods Agreement with Universal Handling Equipment Ltd. for the supply and installation of a Bale Station Roll Off Hoist (Model U-3225) not to exceed the value of \$94,354.00 plus PST (\$6,604.78), for a total of \$100,958.78, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

Carried

3.4 VERBAL REPORT: HOUSEHOLD HAZARDOUS WASTE ROUND UP EVENTS

[Entire RDCK]

Akane Norimatsu, Resource Recovery Technician provided a verbal update on the Household Hazardous Waste (HHW) Round Up events hosted by the RDCK in 2027.

Details of the upcoming events are as follows:

Location	Date	Time
Salmo Curling Club Parking Lot	September 12, 2026	11am - 2pm
Creston Landfill	September 13, 2026	10am - 2pm
Nakusp & District Community Complex	September 19, 2026	11am - 2pm
Village of Silverton Office Parking Lot	September 20, 2026	11am - 2pm
Castlegar & District Community Complex	September 26, 2026	10am - 2pm
Kaslo Vimy Park Ring Road	September 27, 2026	11am - 2pm

3.5 VERBAL REPORT: TIPPING FEE INCREASE LETTERS

[Entire RDCK]

Uli Wolf, General Manager of Environmental Services provided a verbal update on tipping fee increase letters to be sent to account holders and municipalities in September.

4. JUNE 2026 SERVICE STATEMENTS

The following June 2026 Service Statements were received for information:

- Service A102 Resource Recoveries
- Service S186 Refuse Disposal – East Subregion
- Service S187 Refuse Disposal – Central Subregion
- Service S188 Refuse Disposal – West Subregion

DIRECTOR PRESENT

Director Lunn joined the meeting at 2:01 p.m.

5. ELECTION OF SUB-REGIONAL COMMITTEE CHAIRS FOR 2027

Director T. Newell, brings forward a recommendation regarding the election of sub-regional committee chairs for 2027.

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the next Joint Resource Recovery Committee meeting:

That a separate East Resource Recovery Committee meeting, West Resource Recovery Committee meeting and Central Resource Recovery Committee meeting be scheduled immediately prior to either the December 2026 or the January 2027 Joint RRC meeting to accommodate the election of the resource recovery sub-regional committee chairs for the 2027 calendar year.

Referred

6. WAIVING TIPPING FEES FOR WET ORGANICS DURING BEAR SEASON

Committee Member K. Page, brings forward a recommendation regarding waiving tipping fees for wet organics during bear season.

Moved and seconded,
And resolved:

That the following motion BE REFERRED to the next Joint Resource Recovery Committee budget meeting:

That the RDCK Board waive tipping fees for residential fruit and garden waste bear attractants during fall feeding season, limited to grants from participating members for their own residents.

Referred

7. PUBLIC TIME

The Chair called for questions from the public and members of the media at 2:30 p.m.

No questions from the public.

8. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourned at 2:34 p.m.

Carried

CERTIFIED CORRECT

APPROVED BY

Director P. Popoff, Chair
August 19, 2026



Committee Report

September 23, 2026

Subregional Resource Recovery Chair Election Procedure

Author: Alayne Hamilton, Acting Resource Recovery Manager – Projects & Programs
File Reference: 6300-01
Electoral Area/Municipality: ALL
Services Impacted S186, S187, S188

1.0 STAFF RECOMMENDATION

That the Board approve for the 2026 General Local Election year, the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee each elect a sub-regional Resource Recovery Chair from among their members at their final meeting of the 2026 calendar year, with the elected Chairs commencing their duties immediately after election until December 31, 2027;

AND FURTHER that staff be directed to incorporate provisions respecting the election of Chairs for the sub-regional Resource Recovery Committees into a 2027 update of Procedure Bylaw No. 2898, 2024.

2.0 BACKGROUND/HISTORY

Section 58(1) of Regional District of Central Kootenay Procedure Bylaw No. 2898, 2024 requires a Committee to elect its Chair from among its Members at its first meeting of each year. Section 58(2) provides that the sub-regional Resource Recovery Chairs rotate responsibility for chairing JRRC meetings.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The East, Central, and West Resource Recovery Committees meet infrequently and often meet only late in the year to consider budgets for the following fiscal year. Consequently, a sub-regional Committee may not hold its first meeting and elect its Chair before the first Joint Resource Recovery Committee (JRRC) meeting of the new year. This creates uncertainty regarding the presiding Member, application of the established rotation, and administration of Chair responsibilities and related remuneration. It also results in a contravention of the bylaw requirements in that this first JRRC meeting is often Chaired by someone who was elected in the previous calendar year.

Sub-regional Committee members have raised this timing issue on several occasions, prompting staff to investigate options on how to best address it.

The sub-regional Committees are scheduled to meet after the General Local Election for their year-end budget reviews and very likely after municipal governments have appointed their representatives to these Committees. Electing the Chairs at these year-end budget meetings would allow the appropriate sub-regional Members to vote, and would allow the first 2027 JRRC meeting to proceed under the established chair rotation. This however

is problematic as the Procedure Bylaw only allows for Chair election at the first meeting of the year, opposed to the last.

3.1 Alignment to Board Strategic Plan

None at this time.

3.2 Legislative Considerations

Section 225 of the Local Government Act requires the Board to establish, by bylaw, the general procedures followed by the Board and Board Committees. The Procedure Bylaw currently requires annual Committee Chair elections at the first meeting of the year and contains the applicable election procedures.

3.3 What Are the Risks

If no change is made, the first JRRC meeting of a year may continue to occur before all current-year sub-regional Chairs have been elected following the correct process as outlined in the Procedure Bylaw. This could result in inconsistent application of the rotation, lost meeting time, and questions regarding Chair remuneration.

4.0 PROPOSED SOLUTION

Staff recommend that for 2026 each of the East, Central, and West Resource Recovery Committees elect a sub-regional Chair from among its Members at its final meeting of 2026. Each Chair would commence duties on the day of the Chair election, and would continue as Chair until December 31, 2027.

This approach uses already-scheduled year-end budget meetings, allows the Chair elections to occur without taking valuable time from the first 2027 JRRC meeting which will be focused on budget discussions, and establishes all three Chairs before the first JRRC meeting.

Staff are proposing to make a permanent change in a 2027 update of the Procedure Bylaw to allow for election of the sub-regional Resource Recovery Chairs at the last sub-regional Resource Recovery Committee meeting of the year, with the Chair-elect term being from January 1st to December 31st of the following year; in an initial review, the required updates to the bylaw that would authorize this change appear to be fairly straightforward. Potential updates to the language in the Procedure Bylaw could include the following (new text in red):

- (1) Except as provided in subsection (2), the Committee at its first Meeting of each year shall elect the Chair for the year from among the Members of the Committee. In the year of a local government election, if the Members are Directors, the Committee will elect a Chair at the first Meeting after the election. The provisions outlined in Sections 8 and 10 of this Bylaw apply, with the Board Chair, presiding officer or RDCK Manager conducting the election.*
- (2) At the final Meeting in each calendar year, each of the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee may elect a sub-regional Resource Recovery Chair from among its Members for the ensuing calendar year.*
- (3) A sub-regional Resource Recovery Chair elected under subsection (2):*
 - (a) commences duties as Chair on January 1 of the ensuing calendar year;*
 - (b) continues as Chair until December 31 of that year.*
- (4) The sub-regional Resource Recovery Chairs rotate the responsibility of chairing the Joint Resource Recovery Committee meetings.*

A Board report detailing the final proposed bylaw language, and an updated bylaw would be brought to the Board for first, second, and third reading prior to the 2027 (Q4) sub-regional Committee budget meetings.

4.1 Financial Considerations of the Proposed Solution

As Chair stipends are considered in a separate bylaw, and the Chair elections would occur at sub-regional Committee meetings that are already scheduled for 2026, no financial impacts are anticipated.

4.2 Risks with the Proposed Solution

Risks include a year-end sub-regional Committee meeting being cancelled, lack of quorum, or a Chair-elect ceasing to be a Member before January 1.

4.3 Resource Allocation and Workplan Impact

Implementation in 2026 would require the meeting coordinator to place the elections on the three year-end agendas and record the results, which has a negligible impact on current workplans. Incorporating permanent provisions into a 2027 Procedure Bylaw update would require Corporate Administration staff time to complete the required bylaw updates, prepare and post the public notification of the proposed changes, and present the bylaw at a Board meeting for first, second, and third reading.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The public benefit is orderly governance process for Resource Recovery Committees.

4.5 Leveraging Technology

None at this time.

4.5 Measuring Success

Success will be demonstrated when all three sub-regional Chairs are elected prior to the first JRRC meeting of 2027, and permanent provisions are incorporated into a Procedure Bylaw update before the 2027 sub-regional Committee budget meetings.

5.0 ALTERNATIVE SOLUTION(S)

Alternative 1: Schedule brief sub-regional meetings before the first JRRC meeting

Immediately before the first JRRC meeting of each year, schedule brief meetings, approximately 20 minutes each, of the East, Central, and West Resource Recovery Committees. Subject to required procedural items, the Chair election would be the only substantive item on each agenda. Each meeting would require separate notice, an agenda, quorum, and minutes. Because each would be the respective Committee's first meeting of the year, this approach may satisfy section 58(1) without an amendment to the Procedure Bylaw.

Alternative 2: Conduct the elections in conjunction with the first JRRC meeting

Conduct the three elections within the first JRRC meeting and amend the Procedure Bylaw as required. The procedure would need to preserve each election as a decision of the applicable sub-regional Committee (amend the all-vote requirement specific to the election), restrict nominations and voting to that Committee's Members, determine quorum separately, and provide separate records of each election.

5.1 Financial Considerations of the Alternative Solution(s)

Alternative 1 could create additional meeting administration and remuneration costs because three separately constituted meetings would be added before the JRRC meeting. The amount would depend on the applicable remuneration rules, attendance, and same-day meeting limits. Alternative 2 would avoid three additional meeting dates and therefore no additional costs are anticipated.

5.2 Risks with the Alternative Solution(s)

Both alternatives would reduce time available for January JRRC discussions, which often need significant time to focus on budget-related items. Reduced JRRC time may also push adjournment into the evening, leaving insufficient time to finalize the Committee's minutes and recommendations for the following morning's Board agenda.

Under Alternative 1, insufficient time or lack of quorum in any sub-regional meeting could delay the JRRC meeting. Multiple candidates and candidate addresses could extend the planned meeting time.

Alternative 2 creates greater procedural complexity and a higher risk of confusion about which Members may vote and which Committee is making each decision.

5.3 Resource Allocation and Workplan Impact

Alternative 1 would require preparation, publication, and minute-taking for three additional meetings each year which could be incorporated into existing workplans with minimal impact. Alternative 2 would require Corporate Administration to develop complex Procedure Bylaw amendments to allow for sub-regional Chair elections to occur within a JRRC meeting, and bring a report and updated bylaw to the Board for first, second, and third reading.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Both alternatives would ultimately provide elected sub-regional Chairs for the annual rotation. Alternative 1 offers clearly separated and publicly noticed election meetings, while Alternative 2 consolidates the proceedings but may be less straightforward for Members and the public to follow.

5.5 Measuring Success

For either alternative, success would mean that each sub-regional Committee validly elects its Chair before business begins at the first JRRC meeting.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

None at this time.

7.0 OPTIONS SUMMARY

Option 1: Approve the proposed 2026 transition process and address permanent provisions during the next Procedure Bylaw review

Recommendation:

That the Board approve for the 2026 General Local Election year, the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee each elect a sub-regional Resource Recovery Chair from among their members at their final meeting of the 2026 calendar year, with the elected Chairs commencing their duties immediately after election until December 31, 2027;

AND FURTHER that staff be directed to incorporate provisions respecting the election of Chairs for the sub-regional Resource Recovery Committees into a 2027 update of Procedure Bylaw No. 2898, 2024.

Option 2:

Recommendation:

That the Board direct staff, beginning in 2027, to schedule separate meetings of the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee immediately before the first Joint Resource Recovery Committee meeting of each calendar year, with the election of the respective sub-regional Chair as the only substantive item on each agenda.

Option 3:

Recommendation:

That the Board direct staff to prepare amendments to Procedure Bylaw No. 2898, 2024 to permit the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee to conduct their respective Chair elections in conjunction with the first Joint Resource Recovery Committee meeting of each calendar year.

8.0 RECOMMENDATION

That the Board approve for the 2026 General Local Election year, the East Resource Recovery Committee, Central Resource Recovery Committee, and West Resource Recovery Committee each elect a sub-regional Resource Recovery Chair from among their members at their final meeting of the 2026 calendar year, with the elected Chairs commencing their duties immediately after election until December 31, 2027;

AND FURTHER that staff be directed to incorporate provisions respecting the election of Chairs for the sub-regional Resource Recovery Committees into a 2027 update of Procedure Bylaw No. 2898, 2024.

Respectfully submitted,

Alayne Hamilton – Acting Resource Recovery Manager – Projects & Programs

CONCURRENCE

General Manager of Environmental Services – Uli Wolf

Chief Administrative Officer – Stuart Horn

ATTACHMENTS:

None



Committee Report

September 23, 2026

Multi-Family Organic Waste Diversion

Author: Matt Morrison, Organics Coordinator
File Reference: 12-6210-20
Electoral Area/Municipality: Nelson, Castlegar, Creston
Services Impacted: Allocation Service A102 Resource Recovery, East Subregion Resource Recovery S186, Central Subregion Resource Recovery S187, West Subregion Resource Recovery S188

1.0 STAFF RECOMMENDATION

That the Board direct staff to include effort and capacity for multi-family housing engagement and support within the existing Industrial, Commercial, and Institutional organic waste diversion implementation framework;

AND FURTHER, that \$2,830 be included in the 2027 Financial Plan for Allocation Service A102 Resource Recovery to fund up to 80 hours of Organic Ambassador time;

AND FURTHER, that the following be included in the 2027 Financial Plan to fund the development and distribution of engagement materials:

- \$1,450 for Service S186 East Subregion Resource Recovery;
- \$1,650 for Service S187 Central Subregion Resource Recovery; and
- \$1,900 for Service S188 West Subregion Recovery.

2.0 BACKGROUND/HISTORY

The following resolution was adopted at the August 21, 2025, Board Meeting:

420/25 That the Board direct staff to implement the regulatory framework as presented for Industrial, Commercial, and Institutional organic waste disposal at the Ootischenia Landfill, Creston Landfill, Grohman Narrows Transfer Station, and Central (Salmo) Transfer Station and return with the new definitions and fee structures for the next general update to the RDCK Resource Recovery Facilities Regulatory Bylaw No 2961, 2025.

The implementation of Industrial, Commercial and Institutional (ICI) organic waste disposal regulation is progressing as planned based on timelines presented in the regulatory framework. The regulation has been developed to target non-residential, food service or food retail-oriented operations producing compostable organic waste more than 10% by volume. Loads from target generators that are audited and found to be non-compliant can be charged double the Mixed Waste rate, once sufficient education and warnings have been provided.

Enforcement of the ICI Organics Disposal regulation will occur at landfills and transfer stations with available organic waste disposal services, and where efficient and safe load inspections are feasible. Enforcement of the regulation began earlier in September 2026 with use of trial inspections and education for commercial customers ahead of broader roll out in October. As planned, load inspections will initially focus on single-origin loads (commercial compactors and roll-off bins) originating from target operations such as grocery stores and food manufacturers in the first phases of enforcement.

Privately owned and operated multi-family residential housing is not included as a current target of the regulation. Private waste haulers will often collect mixed waste from smaller target businesses as well as non-target multi-family residential operations using Front End Loading (FEL) trucks (dumpster service) or Automated Side Loading (ASL) trucks (tote service).

Education and engagement promoting participation in organics recycling in the ICI sector has focused on target operations, without any direct messaging for multi-family operations.

Haulers who provide commercial collection services have indicated an interest in setting up multi-family residential operations with organic waste disposal options. Municipalities may also wish to support multi-family residential operations with implementing organics disposal despite not being a current, intended target of the new regulation.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The exclusion of multi-family residential operations from the current ICI Organics Disposal regulatory framework was intentional but presents unique challenges for fulsome implementation of the regulation.

First, multi-family residential facilities are typically serviced by private collection haulers who collect from these sites along a route that also services restaurants and food-retail operations. This results in a combination of mixed waste from target and non-target sources and poses a challenge for determining sub-sector origin once tipped at a landfill or transfer station.

Inspecting loads from FEL or ASL trucks that include multi-family collection will require more intensive and time-consuming protocols. The current enforcement capacity for load inspections at landfills is limited and will focus on single-origin loads, targeting larger volumes and more obvious and impactful non-compliance. This will result in a low number of FEL or ASL trucks receiving detailed load inspections to start, and therefore low instances of recorded non-compliance.

Despite this, haulers have expressed an interest in providing organic waste collection services to multi-family residential sites to avoid any risk of receiving a double charge. RDCK staff support and expanded educational materials to augment the efforts of haulers and municipalities could improve the efforts by haulers and municipalities to onboard multi-family residential organic waste diversion. This would likely result in increased rates of diversion, and improved feedstock quality of the separated organic waste. Organic waste materials with excessive contamination must be disposed as “Mixed Waste” in the landfill.

3.1 Alignment to Board Strategic Plan

Innovate to Reduce the Impact of Waste

Continued investment in organic waste diversion across sectors is critical to achieving this objective. Organic waste from the ICI sector represents the greatest landfill diversion potential, which includes waste from multi-family housing.

3.2 Legislative Considerations

This report is intended to clarify the RDCK Resource Recovery Facilities Regulatory Bylaw No. 3065, 2026 and the application of the Recyclable Materials regulation for the ICI sector included therein. No other legislative considerations are noted.

3.3 What Are the Risks

Exclusion of multi-family residential operations from the ICI Organics disposal regulation creates inconsistency and operational challenges for haulers and site staff conducting load inspections. Also, owners and operators of multi-family sites may experience pressure to participate in organics recycling but likely lack the capacity and resources to effectively implement these kinds of services. This creates the risk of increased resistance to commercial organics diversion generally and may degrade the overall quality of source separated organics that are collected.

4.0 PROPOSED SOLUTION

Staff propose development and deliver of specific education and engagement materials for multi-family residents, to be distributed in 2027 as a pilot-scale effort ahead of broader implementation, to support haulers and municipalities taking on this work.

Authorizing Resource Recovery staff to support in a limited capacity the implementation of organics diversion programs for multi-family can fill the gap and address some of the challenges currently created by the sub-sector specific regulation. The RDCK has already developed engagement and educational materials to support successful single-family residential and commercial participation in organic waste diversion and can expand or alter this content to residents living in multi-family housing. These messages and engagement strategies would be different and require unique delivery compared to the kind of materials and messaging that has been made available to the target sector of food-oriented businesses and institutions. Multi-family residences require outreach and program design that address shared collection systems, limited in-unit and communal waste space, resident turnover, and diverse language and accessibility needs.

Ongoing, long-term support for multi-family organic waste diversion will require both hauler and municipal involvement. Therefore, the proposed solution is viewed as a short term, pilot scale effort to initiate engagement and support ahead of broader roll out of multi-family organics diversion throughout the region in communities with commercially available organic waste disposal/collection services (Creston, Castlegar, Nelson and surrounding areas). The RDCK will work with local haulers and municipal partners to ensure alignment with communication, messaging, and collaborative engagement.

These efforts would be focused on multi-family developments in and around the communities of Creston, Castlegar, Nelson, and Salmo. Pending commercial organic collection service availability, additional communities could be included, such as Kaslo or Nakusp.

4.1 Financial Considerations of the Proposed Solution

To support the implementation of multi-family organic waste diversion, up to 80 hours of RDCK Organic Waste Ambassador time is proposed to be allocated to direct engagement and distribution of educational materials in 2027.

The Organic Ambassador roles are 100% grant funded. The labour cost associated, based on the wage for the role, is estimated to be \$2,830. The allocation of hours for this project will be drawn from the overall budget within Allocation Service A102 for these roles (\$50,000 in 2027).

In addition, \$5,000 is recommended for allocation to development of educational materials and resources that support multi-family residential organics diversion. This would include accepted and prohibited materials guidance, direct mail products, door knockers, and other materials as considered necessary.

The cost would be split across three services for Resource Recovery based on estimated population of each sub-region as follows:

- 29% to Service S186 East Resource Recovery: \$1,450
- 33% to Service S187 Central Resource Recovery: \$1,650
- 38% to Service S188 West Resource Recovery: \$1,900

This percentage split is consistent with distribution of funds across services for other similar programs and services, including the ICI rebate as part of the ICI Bin Pilot.

The total estimated cost for the proposed pilot scale multi-family engagement and support for organic waste diversion is \$7,830 and will be included in the 2027 5-Year Financial Plan.

4.2 Risks with the Proposed Solution

It is noted that multi-family collection of waste is a private sector, or municipal responsibility. Typically, the Regional District does not provide support to the operation of privately run operations. However, as with the broader effort to implement ICI Organics Diversion, providing support to these operations carries a direct benefit to the RDCK regarding organic waste diversion objectives.

Resource Recovery staff will be required to actively and regularly communicate with haulers, business owners and municipal partners to ensure alignment and reduce the risk of conflict or confusion across these overlapping jurisdictions. The RDCK is not intending to provide services or favor for multi-family housing operations, but will work to improve rates of diversion, quality of separated feedstocks, and broad support for residential and non-residential organics diversion.

4.3 Resource Allocation and Workplan Impact

This work will primarily impact the Organics Ambassadors, as there is an additional 80 hours of work for these roles being recommended. The Organics Coordinator and Field Supervisors will support work planning and delivery.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Residents of multi-family housing are often the last to receive these kinds of services. By providing additional capacity and resources for implementation of organics collection services for this sub-sector, these residents will gain access to important services which contribute to Resource Recovery and broader RDCK strategic objectives. Resource Recovery staff have been in communication with and are coordinating the proposed efforts with partner municipalities and haulers.

4.5 Leveraging Technology

Conventional engagement and communication tactics will be used – with standard application of technology when required.

4.5 Measuring Success

Staff will track direct engagement – interactions and distribution of materials to multi-family housing. Haulers and municipal partners will support in tracking service levels in communities. Whenever possible, transaction software at facilities will support tracking of diversion rates. Contamination rates of separated organic waste will also be monitored, with strategies for reducing contamination as required.

5.0 ALTERNATIVE SOLUTION(S)

Do not proceed with the recommendation. Should expansion of effort to support multi-family organic waste diversion in a pilot capacity not be supported, no other options are presented, and no further action will be taken.

5.1 Financial Considerations of the Alternative Solution(s)

Not applicable.

5.2 Risks with the Alternative Solution(s)

Not applicable.

5.3 Resource Allocation and Workplan Impact

Not applicable.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Not applicable.

5.5 Measuring Success

Not applicable.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

No other options were considered therefore none are presented.

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board direct staff to include effort and capacity for multi-family housing engagement and support within the existing Industrial, Commercial, and Institutional organic waste diversion implementation framework;

AND FURTHER, that \$2,830 be included in the 2027 Financial Plan for Allocation Service A102 Resource Recovery to fund up to 80 hours of Organic Ambassador time;

AND FURTHER, that the following be included in the 2027 Financial Plan to fund the development and distribution of engagement materials:

- \$1,450 for Service S186 East Subregion Resource Recovery;
- \$1,650 for Service S187 Central Subregion Resource Recovery; and
- \$1,900 for Service S188 West Subregion Recovery.

Option 2:**Recommendation:**

That the Board does not authorize staff to include effort and capacity for multi-family housing engagement and support within the existing Industrial, Commercial, and Institutional organic waste diversion implementation framework, and to take no further action.

8.0 RECOMMENDATION**Recommendation:**

That the Board direct staff to include effort and capacity for multi-family housing engagement and support within the existing Industrial, Commercial, and Institutional organic waste diversion implementation framework;

AND FURTHER, that \$2,830 be included in the 2027 Financial Plan for Allocation Service A102 Resource Recovery to fund up to 80 hours of Organic Ambassador time;

AND FURTHER, that the following be included in the 2027 Financial Plan to fund the development and distribution of engagement materials:

- \$1,450 for Service S186 East Subregion Resource Recovery;
- \$1,650 for Service S187 Central Subregion Resource Recovery; and
- \$1,900 for Service S188 West Subregion Recovery.

Respectfully submitted,

Matt Morrison – Organics Coordinator

CONCURRENCE

Acting Resource Recovery Manager – Projects & Programs – Alayne Hamilton

General Manager of Environmental Services – Uli Wolf

Chief Administrative Officer – Stuart Horn

ATTACHMENTS:

None.



Committee Report

September 23, 2026

RR Facilities – Burton and Edgewood Site Operation and Maintenance

Author: Larry Brown, Resource Recovery Operations Supervisor
File Reference: 06_2230_10_2026_178-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 CJ Industries Inc., for Site Operation and Maintenance Services at the Burton and Edgewood Transfer Stations to a maximum value of \$444,945 plus GST, for the period of October 1, 2026 until September 30, 2029, 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

The RDCK owns and operates two transfer stations within the waste collection program. The transfer locations are as follows:

Edgewood Transfer Station, 8855 Highway 6, Edgewood BC.
Burton Transfer Station, 248 Caribou Creek Road, Burton, BC.

In 2021, the RDCK entered into Contract 2021-093 with Central Kootenay Garbage Club Inc (CKGC) for the operation and site maintenance services for the Burton and Edgewood Transfer Stations.

Effective October 31, 2022, CJ Industries Inc., purchased the CKGC Inc. and assumed all responsibilities of the contract, including the two one-year extensions for the period ending September 30, 2026.

Since assuming responsibility for the contract in 2022, CJ Industries has performed all required services obligations well, and has had no documented complaints or issues of non-performance.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

A Request for Proposals (RFP) for the provision of site operations and maintenance services at the Burton and Edgewood Transfer Stations was posted to the RDCK website and BC Bid on July 24, 2026, and closed on August 20, 2026.

The results of the RFP were that only one (1) valid proposal was received. The proposal was evaluated in accordance with the criteria established in the RFP, including the proposed work plan, experience, references and pricing. CJ industries Inc. demonstrated the ability to meet the service requirements of the contract.

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 site operation and maintenance contract to avoid interruption of services.

4.0 PROPOSED SOLUTION

Staff propose awarding the contract for operation and maintenance services for the Burton and Edgewood Transfer Stations to CJ Industries Inc., based on an acceptable workplan and the overall cost to the RDCK.

Proponent	Annual Estimated Price
CJ Industries Inc.	\$148,315

4.1 Financial Considerations of the Proposed Solution

The current price for the fifth and final year of the contract is \$138,659 plus GST.

The price bid for the first year of the proposed contract is \$148,315, plus GST.

This represents an increase of 6.96%.

The annual estimated price for services submitted by CJ Industries Inc., is above the allotted budget for the operations and site maintenance for the Burton and Edgewood Transfer Stations. The RDCK 2026 Financial Plan for Service S188 West Waste included \$136,573 as the estimated annual contract cost.

The budget for these services is embedded in Service S188 West Waste and has \$1,548,060 allocated to “Contracted Services”. The proposed contract increase will increase expenditure for 2026 by approx. \$2,400 and has therefore no significant impact on this line item.

The 2027 Financial Plan for Service S188 West Waste will include the increased values in the contracted services budget.

4.2 Risks with the Proposed Solution

Based on a review of the proposed work plan and reference responses for CJ Industries, 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 site operation and maintenance services as a result of this contract will benefit the public by keeping the Burton and Edgewood transfer stations operational.

4.5 Leveraging Technology

RDCK site operations staff currently use the Connecteam 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 Connecteam.

There is a requirement in the contract to have bi-monthly meetings attended by the contractor and RDCK staff. The purpose of those meetings will be to address seasonal and operational issues. Minutes of those meetings will be kept and reviewed by the contract administrator.

5.0 ALTERNATIVE SOLUTION(S)

No alternative solution is recommended. The competitive procurement process resulted in one valid proposal. The proposal met the requirements of the RFP and staff consider the proposed workplan and pricing acceptable. Not awarding the contract would require an extension of the existing agreement and/or a new procurement process, creating a risk of service interruption.

5.1 Financial Considerations of the Alternative Solution(s)

Not applicable.

5.2 Risks with the Alternative Solution(s)

Not applicable.

5.3 Resource Allocation and Workplan Impact

Not applicable.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Not applicable.

5.5 Measuring Success

Not applicable.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

There are no options considered but not presented.

7.0 OPTIONS SUMMARY

Not applicable.

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Services Agreement with CJ Industries Inc., for Site Operation and Maintenance Services at the Burton and Edgewood Transfer Stations to a maximum value of \$444,945 plus GST, for the period of October 1, 2026 until September 30, 2029, 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

Acting Resource Recovery Manager – Operations – Aimee Kootnikoff
General Manager of Environmental Services – Uli Wolf
Corporate Administrative Officer – Stuart Horn

ATTACHMENTS:

Attachment A – Draft Services Agreement



Services Agreement

Contract #: 2026-178-ENV

Project: Burton & Edgewood Site Operation and Maintenance

GL Code: 54030 / OPR422-302 & OPR420-302

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

CJ INDUSTRIES INC.

(hereinafter called the **CONTRACTOR**)

at the following address:

Agreement Administrator: Larry Brown

Telephone:

Email:

Agreement Administrator:

Telephone:

Email:

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

- (a) **SERVICES:** The Contractor shall provide the services detailed in **Schedule A** of this Agreement (the **Services**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **October 1, 2026** and ending on **September 30, 2029** (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:
- Edgewood Transfer Station, 8855 Highway 6, Edgewood BC.
 - Burton Transfer Station, 248 Caribou Creek Road, Burton, BC.
- (e) **CONTRACT PRICE/RATE:** \$444,945 (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: Subcontractors
Schedule F: Site Plans
- (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.
- (c) pollution/environmental impairment liability insurance in the amount of **\$5,000,000 dollars per occurrence** and **\$5,000,000 dollars aggregate**, with a **maximum deductible of \$50,000;**

Such insurance will:

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

Such coverage will:

- (i) Include an Installation Floater

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	CJ INDUSTRIES INC.
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: DESCRIPTION OF SERVICES

1. Services Required

The Services to be supplied to the RDCK consist of the operation and maintenance of the Burton and Edgewood Transfer Stations as outlined in the detailed description of Services and relevant Specifications.

The Contractor is to supply all personnel, labour, materials, and equipment to provide the Transfer Station Operations and Maintenance service starting October 1, 2026, for three (3) years extending to September 30, 2029, with the possibility of two (2), one (1) year extensions.

The following locations will be provided by the RDCK for use by the Contractor for the waste collection program:

- Edgewood Transfer Station, 8855 Highway 6
Legally described as Lot 6 Block 6 and Lot 7 Plan NEP1214 District Lot 7892 Kootenay Land District Except Plan 8062.
- Burton Transfer Station, 248 Caribou Creek Road
Legally described as Lot 1 Plan NEP6834 District Lot 7700 Kootenay Land District.

The location of the Nakusp Transfer Station is 1420 Hot Springs Road, Nakusp, BC, legally described as District Lot 863 Kootenay Land District Exc (1) Blk A-C (2) PI 9020.

The Contract will include the Operation and Maintenance cost for the Burton and Edgewood Transfer stations. The Contractor is required to collect fees from users, track sales and waste data in a manner determined by the RDCK, and will be required to pay these user-fees to the RDCK on a bi-monthly basis. All Municipal Solid Waste (MSW) will be transported to the Nakusp Transfer Station. The Contractor will not be charged user fees at the Nakusp Transfer Station. The cost to transport MSW to the Nakusp Transfer Station should be included in the overall monthly operations cost, as described in Schedule C-1.

Material screening and general operation of the Recycle BC Recycling Depots at both Transfer Stations is the responsibility of the Contractor.

The Contractor shall screen incoming waste loads for Recyclable Materials and encourage diversion. Onsite diversion materials shall include tires, automotive batteries, propane tanks and bottles, yard and garden, wood waste, and scrap metal. It is the responsibility of the Contractor to maintain storage areas in a neat and tidy manner.

The RDCK will coordinate the chipping of Wood Waste, and Yard & Garden Waste at each site. When deemed necessary, the Contractor may be required to transport this chipped material to the Nakusp Transfer Station, at a rate agreed in this Procurement, as per Schedule C-1. Some chipped material may be used for site management by the Contractor as necessary.

Services include the operation and maintenance of the Burton and Edgewood transfer stations in accordance with regulatory bylaws adopted or amended by the Board of the Regional District of Central Kootenay.

1.1 Local Conditions

The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself at his own cost and risk, with respect to the local conditions to be encountered and the quantities, quality and practicality of the work and of his methods of procedure. No verbal agreements or conversations

with any officer, agent, or employee of the District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

1.2 Reference Points and Layout

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

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

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

2. Hours of Operation

The Contractor is required to have staff present on site during all posted hours of operation. The hours of operation of the Burton and Edgewood Transfer Stations and the Nakusp Transfer Station are set at the sole discretion of the RDCK and may be adjusted from time to time.

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

Hours of Operation			
Burton TS	Year Round	Sat:	10:00am - 2:00pm
Edgewood TS	Summer Jun 1 - Sep 30	Sun:	9:00am - 1:00 pm
		Sun & Wed:	9:00am - 1:00pm
	Winter October 1 – May 31	Sun:	9:00am - 1:00 pm
Nakusp TS (for waste acceptance)	Summer May 1 - Sep 30	Mon, Wed & Sat:9:00am - 4:00pm	
	Winter Oct 1 - Apr 30	Mon:	9:00am - 12:30pm
		Wed & Sat:	9:00am - 4:00pm

Sites will be closed on the following days:

- New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
British Columbia Day
- Labour Day
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

In the case of adjusted hours of operation, payment to the Contractor will be adjusted based on Schedule C-3: Extended or Reduced Hours of Operation Surcharge

2.1 Off-Hour Site Access

The District may allow off-hour access to the Nakusp Transfer Station for disposal. Any allowed off-hour deposits must follow written procedures and reporting requirements as defined by the RDCK.

2.2 Site Operations

The Site shall remain open to the public as described in Section 2-Hours of Operation.

The Contractor shall continue work after hours as required to meet the daily specifications contained herein; including time to open and close bins, prepare the tidiness of the site, place signage and traffic controls etc.

On special occasions, the Contractor may be required to open the Site to coordinate with subcontractors or to accept loads outside of normal operating hours. Under such circumstances, the Contractor shall be paid for the time that their staff are at the Site and for 30 minutes of each mobilization / demobilization time at the hourly price specified in Schedule C-3: Extended or Reduced Hours of Operation Surcharge

The Regional District reserves the right to authorize Regional District vehicles or other Contractors working for the Regional District to access the Site after hours when the Contractor is not in attendance.

3. Personnel

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

The Contractor shall have sufficient personnel on duty at the Site at all times during the hours of operation together with the equipment specified in Schedule D: Personnel and Equipment to manage the receiving of waste and other items, to maintain the Site, and to provide assistance to the public and commercial users of the Site as required. The Contractor shall also be available at all times to respond to emergencies, should emergencies occur.

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

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

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

- a. intoxication;
- b. unauthorized operation of vehicles or other equipment;

- c. use of foul, profane, vulgar or obscene language;
- d. solicitation of gratuities or tips from any person for services performed under this contract;
- e. permitting unauthorized use of RDCK facilities by others;
- f. wanton or malicious damage to or destruction of private or public property;
- g. willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations or Contractor's safety program and operational training
- h. any action which may constitute a public nuisance or disorderly conduct or be construed as abusive behaviour or be considered a threat to the public or public relations;
- i. any conviction under the Criminal Code of Canada or the offence Act of British Columbia of any employee or agent of the contractor for an act done in the course of his performance of work under this Contract.

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

All employees of the Contractor who will be working on RDCK property will be identified in Schedule D: Personnel and Equipment. The list of Contractor employees shall only be altered with advance written approval of the Regional District.

3.1 Outside of Operation Hours Call-Out Personnel

The Contractor shall provide the RDCK with the name and telephone number of an Outside of Operation Hours Call-Out Person who can be called outside normal working hours to act for the Contractor for "call outs" in connection with Work under the Contract. This Person's name and phone number are to be listed in Schedule D: Personnel and Equipment.

In the event of an emergency this person may be called on to attend the site and respond appropriately. This Person may be contacted by Emergency Services Personnel or the RDCK.

4. Work by Contractor

The Work of this Contract to be performed by the Contractor shall include all work necessary to properly operate the sites in a manner acceptable to the RDCK and in compliance with applicable regulations and without adverse impacts on neighbouring properties and residents in the area. Operation of the Edgewood and Burton Transfer Stations shall include, but not be limited to the following tasks:

- a. Keeping all required records, including but not limited to volume reports, and revenues collected, results of safety inspections and incident reports.
- b. Submitting records of incoming material volumes and revenues collected digitally at the end of each opening day, submitted in digital format acceptable to the RDCK.
- c. Keeping required records to submit Month End Product Summaries to the RDCK, to be submitted in digital format acceptable to the RDCK.

- d. Depositing collected revenues on a bi-monthly basis.
- e. Unlocking and locking entrance gates, and buildings on site and securing and locking the Sites at the end of the day.
- f. Representing the RDCK in a professional and courteous manner with all customer and public interactions.
- g. Collecting waste materials as outlined in the current RDCK Resource Recovery Bylaw, and transporting Mixed Waste and Controlled Waste to the Nakusp Transfer Station for disposal.
- h. Applying tipping fees for waste materials collected in accordance with RDCK regulatory bylaw, and collecting these fees and issuing a receipt to the customer. These fees must be tracked and reported digitally at the end of each opening day.
- i. Directing traffic to the appropriate unloading area and placing signs and barricades (supplied by the RDCK) to control traffic.
- j. Stay updated on the annual changes of the Regulatory bylaw, including but not limited to waste material types, disposal fees, controlled materials, prohibited materials, site regulations, disposal requirements, definitions, etc.
- k. Educate and inform the public regarding the RDCK Resource Recovery Bylaw requirements and enforce as required.
- l. Checking and ensuring that customers deposit any Controlled Waste substances at the designated Controlled Waste area in accordance with the RDCK's disposal bylaw and provincial regulations.
- m. Supervising unloading of loads at all areas on the facility to ensure that customers do not contaminate areas with undesirable materials. If material becomes contaminated, contractor will be required to sort material prior to disposing at Nakusp Transfer Station or to pay any extra fees for contaminated material or cleanup required.
- n. Supervising unloading of waste materials at all areas on site to ensure prohibited and unacceptable controlled materials are turned away as per the bylaw
- o. Inspect incoming loads prior to deposit in the bins or stockpile areas for compliance with the RDCK Resource Recovery Bylaw.
- p. Supervising and maintaining the Wood Waste and Yard and Garden storage areas.
- q. Operating, supervising and maintaining storage areas and/or bins/bunkers for recycled goods and diverted waste materials including, but not limited to wood waste, yard and garden waste, Scrap Metals, ODS Containing Appliances, propane tanks, tires, and lead acid batteries. This includes but is not limited to ensuring safe and easy access to stockpiles, and compact and orderly stockpiles to enable easy collection.
- r. Ensuring roads and operating surfaces are maintained in good condition, including snow removal, fixing pot holes and other small repairs.
- s. Removing snow and sanding all roads, foot traffic areas and operational areas, including clearing snow from 3' around bins, railings, gates, tipping areas, waste stockpiles, buildings/porta-potty roofs, signs, and other key areas, as described in detail in Section 20.
- t. Maintaining and servicing all equipment required as part of the Contract and maintaining service records as required by applicable legislation.

- u. Erecting and relocating litter control fencing, if required. Fencing will be supplied by the RDCK.
- v. Collecting litter daily at the Site and at entrance gate and area within 50m of entrance gate and maintain a clean, litter free area.
- w. Collecting litter along the public roadways approaching the Site if required, a minimum of twice a year.
- x. Communicating with RDCK about required signage. Signs will be provided by the RDCK. Contractor is responsible for erecting signs.
- y. Other Force Account work as directed and authorized by the RDCK.
- z. Provisional work items that the RDCK may elect to include in the scope of work for this Contract including operating the Transfer Stations for extended or reduced hours.
- aa. Operations and maintenance of front gate.
- bb. Surveillance and preventative works to limit trespassing.
- cc. Regular safety inspections and adherence to safe work procedures under safety program and applicable regulations.

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

5. 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 supply all labour, materials, plant facilities and equipment and direction necessary to faithfully perform all requirements of the Contract.
- b. During peak periods more than one staff member may be required during operating hours to oversee all operations, including waste and recycling areas.
- c. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with WorkSafeBC regulations, is worn during the performance of the Contract.
- d. The Contractor shall report any problem waste, Hazardous Waste, etc. encountered in collection, by email or other approved method, to the Regional District on the day of occurrence.
- e. The Contractor shall present a positive image to residents by using clean, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- f. The Contractor shall also, within six months from the commencement of the Contract, obtain certification in WorkSafeBC recognized First Aid Level One and Workplace Hazardous Material Information System (WHMIS). The cost of all training shall be at the Contractor's expense. All certifications must be maintained by the Contractor throughout the Term.

- g. Proof of certification for the above noted courses shall be required. In the event that proof of certification is not received within six (6) months of the commencement of the Contract, a monthly penalty of ten (10%) percent of the monthly contract payment due to the Contractor can apply until such time as the RDCK receives proof of certification.

6. Contractor's Equipment

The Contractor shall at all times provide, maintain and operate a sufficient number of vehicles, as approved by the RDCK, to properly maintain the level of service specified in this Contract.

Prior to commencing the Work, the Contractor must submit a list containing make and model years of all equipment used in the Work to the RDCK for approval. The Contractor must demonstrate that the maximum lifting height for customers into the bins to dispose of waste shall be 1067 mm (42").

The Contractor shall provide the following minimum equipment:

- Total 12 cubic yard hauling capacity with mechanical compaction capability; and/or total 20 cubic yard hauling capacity without mechanical compaction
- Capability to cover and secure load.

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

The RDCK agrees to allow the Contractor to store his Equipment at the Site during non-operating hours, but accepts no responsibility for damage or vandalism. The Contractor shall not store any other Equipment or material at the Transfer Stations other than that Equipment and materials used for Transfer Site operations or construction or maintenance of equipment or as otherwise permitted by the RDCK. All Contractor equipment shall be removed from the Site at the termination of the Contract or if the equipment is deemed unusable for operations.

7. Health and Safety

The Contractor will be designated the Prime Contractor for the Site according to the definition given in the *Definitions Section* and in accordance with WorkSafe BC regulations.

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

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

The Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive safety program that will effectively incorporate and implement all required safety precautions. Safety provisions shall conform to all applicable federal, provincial, and regional laws, RDCK's policies and procedures developed for the Transfer Station, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent shall be followed.

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 WorkSafeBC and shall incorporate all of the RDCK's operating requirements and restrictions. This will include quarterly meetings where the contractor will meet with the RDCK representative to provide and report on the current safety program, provide incident reports, and any relevant information. This may be in the form of a phone call.

An appropriate Health & Safety Plan includes, but is not limited to:

- OHS Policy
- Risk Assessments
- Safe Work Procedure for first aid & working alone
- Emergency Response plan

The Contractor shall inform all workers, Sub-contractors and their workers, and the public attending the job Site through the course of the Work of the potential for potentially Hazardous Waste and the importance of safety precautions to ensure the safety of all workers and the public.

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

8. Site Security

It shall be the responsibility of the Contractor to ensure the Edgewood and Burton sites are kept secure at all times by ensuring that the entrance gates are kept locked at all times other than during the normal hours of operation.

The Contractor shall be responsible for securing all equipment and supplies to prevent them from being stolen or vandalized. Any additional security measures that the Contractor may deem necessary to secure the Site must be discussed with the RDCK prior to enacting.

The Contractor shall report any unauthorized access of the Transfer Station immediately to the RDCK.

9. Salvaging

Salvaging of materials from any part of the site by the Contractor is prohibited, unless the material is for the operation and use of the transfer station, and must be reported to the RDCK representative. The Contractor will be responsible for enforcing RDCK prohibitions on scavenging and salvaging at the Sites.

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

10. Waste for Transfer to Nakusp

All Municipal Solid Waste, unless authorized by the RDCK, will be disposed of at the Nakusp Transfer Station during normal hours of operation. Off-hour deposits may be allowed with prior written permission from the RDCK.

11. Recycling Programs

The Contractor shall cooperate with any authorized recycling program. The Extended Producer Responsibility stewardship program and/or the associated service providers may change from time to time. Except where

noted, the RDCK shall coordinate service requests upon notification of need from the Contractor unless designated in writing that the Contract shall contact a recycling program service provider directly.

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

11.1 Recycle BC Recycling Depot Operations

The RDCK is part of the Recycle BC (RBC) program. The Contractor will be responsible for operating the recycling depots located at each Transfer Station. The Edgewood Depot is a CORE depot, while the Burton Depot is a Satellite Depot. At CORE Recycling Depot, five categories of materials are accepted (Paper and Cardboard, Mixed Containers, Flexible Plastics, White and Color Foam Packaging, Glass), and at Satellite Depot, three categories of materials are accepted (Paper and Cardboard, Mixed Containers. ICI recyclable materials are NOT accepted at neither Recycling Depots. ICI recyclable materials are deemed contaminants under Recycle BC's program.

Responsibilities of the Contractor in the operation of these depots include:

Opening and Closing

- Unlock containers at start of day.
- Tidy illegal dumping that may have occurred.
- Sort any materials illegally dumped or in incorrect containers in a safe manner.
- Move any full supersacks out of way and set up empty Mega-bags.
- Add barcode stickers on full supersacks prior to pickups.
- Lock up area/containers at end of day. Record the number of full Supersacks and approximate fill level of any roll-off bins on site at the end of the shift using a Daily Report.

Ongoing throughout shift

- Meet & greet depot users to provide instruction.
- Monitor loads that customers are bringing into the recycling facility, for compliance with the current Resource Recovery Facilities Regulatory Bylaw and Recycle BC Depot Guidelines.
- Monitor recycling bins between waste customers.
- Maintain cleanliness, tidies up the site, remove materials that have been put in the wrong place to the right spot (where feasible)
- Advise customers when prohibited and controlled materials are identified during a recycling screening (such as ICI loads) and provides education regarding alternative options for disposal and general RDCK Resource Recovery policies.
- Promote reduction of dumping of controlled materials, and promote regional initiatives such as Trash to Treasure, Household Hazardous Waste Roundups, and point source management of stewardship programs.

11.2 Other Recyclable Materials

The Contractor shall assist in the maintenance of on-site marshalling areas for the following materials:

- Wood Waste and Yard and Garden Waste
- Scrap Metals Propane Tanks, Major Appliances and Excluded ODS-Containing Products
- Reuse shed (currently closed due to COVID-19)
- Tires
- Batteries

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

The Contractor shall be responsible for ensuring that recyclable products are well sorted and neatly stacked. This includes, but is not limited to:

- Tires relatively cleaned and undamaged, separated into 3 areas for on and off rims and by size and stacked neatly in piles of 5.
- ODS appliances emptied and neatly lined upright in rows with the backs of the unit accessible.

The Contractor shall complete a Month End Product Summary reporting on all other recyclable materials using provided forms and the MARR program reporting using provided forms. The RDCK will arrange for the pick-up and processing of all other recyclable materials.

11.2.1 Wood Waste and Yard & Garden Waste

The Contractor shall stockpile Wood Waste and Yard & Garden Waste at a storage area on each Site as designated by the RDCK's Representative. The Contractor shall report volumes of stockpiled material to the RDCK on a monthly basis using a form provided by the RDCK. The RDCK will arrange for the chipping of material when needed. This material may be used by the Contractor for site activities, such as road maintenance and site levelling, with authorization from the RDCK.

At rates described in Schedule C-2, the RDCK may request the Contractor to haul chipped Wood Waste and Yard & Garden waste to the Nakusp Landfill. The RDCK is under no obligation to hire the Contractor for this service, as alternate services or options for processing may be available.

No burning of Wood Waste or Yard and Garden Waste shall be permitted.

11.2.2 Scrap Metal, Propane Tanks, Major Appliances and Excluded ODS-Containing Products

The Contractor shall stockpile Scrap Metal, Propane Tanks, Major Appliances, and Excluded ODS-Containing Products in a storage area designated by the RDCK's Representative and ensure that the stockpile is consolidated using the Contractors equipment, on a periodic basis, as required through the Contract term.

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

- a. directing loads of clean Scrap Metal and all Major Appliances and Excluded ODS-Containing Products to the designated storage areas;
- b. directing refrigeration units containing ODS to a separate collection area where units must be stored upright until the ODS is collected;
- c. incorporating units clearly labelled as ODS-free into the Scrap Metal stockpile once ODS materials have been removed;
- d. consolidating the pile as required by the Owner's Representative;
- e. cleaning up the site after Scrap Metal is removed by Other Contractors;
- f. propane tanks are neatly and safely stacked; and

- g. mini propane tanks are stored in either containers provided by the propane collectors, or covered containers, or in heavy duty contractor bags (25 per bag).

Payment for neatly stockpiling the Scrap Metal, Propane Tanks, Major Appliances and Excluded ODS-Containing Products and removing contaminants at a storage area designated by the RDCK's Representative will be included in the bi-monthly payment.

The RDCK shall arrange to have the ODS-Containing Products and other halocarbons drained from refrigeration appliances at the Site by an authorized technician. Once the CFRC/HFC is removed it shall be moved by the contractor to the Scrap Metal storage stockpile.

The RDCK shall periodically contract with a Scrap Metal dealer to crush, compact and haul away collected Scrap Metal and non-ODS Containing Products.

11.2.3 Reuse Shed

The Contractor must screen materials intended for the Reuse Shed to ensure they are acceptable for reuse. Items not deemed reusable must be directed for disposal.

When requested by RDCK staff and on a regular basis, the Contractor shall assist with moving items determined by the RDCK to be non-reusable from the reuse shed to the appropriate disposal or recycling area.

Materials deposited in the Reuse Shed are charged in accordance with the current Resource Recovery Bylaw. Acceptance of material is not for free and revenues are to be reported in the Daily Summary.

11.2.4 Tires

Passenger car and light truck tires shall be sorted, in an area designated by the RDCK's Representative, into three defined stockpiles:

- (1) tires off rim
- (2) tires on rim (16" or smaller or marked P, LT or T), and
- (3) tires on rim (larger than 16" and not marked P, LT and T).

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

Tires with tread code C (Compactor), E (Earthmoving), G (Grader), L (Loader), IND (Industrial) or NHS (Not for Highway Service) generally referred to as Grader/Loader or Small-Off-The-Road or Large-Off-The-Road tires are not accepted as part of the Provincial Stewardship Program, and therefore, are NOT accepted at either Site. The Contractor shall direct customers to the Nakusp landfill for Disposal.

11.2.5 Batteries

An area for on-site stockpile of automotive batteries shall be provided and maintained and wherever possible the Contractor shall direct and/or remove lead acid batteries if inappropriately disposed and deposit them in the designated area.

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

12. User Fees

The RDCK has initiated waste disposal user fees at all Resource Recovery Facilities as detailed in Schedules A-1, A-2 and A-3 to Resource Recovery Facilities Regulatory Bylaw. The User Fee Schedules are updated periodically and are subject to change without notice.

The Contractor will collect and submit any and all applicable user fees as outlined in the current Resource Recovery Facilities Regulatory Bylaw - User Fee Schedule A-2 (user fees currently in effect) at the Transfer Stations.

Fees shall be collected, recorded, and submitted digitally, or a mutually agreed alternative, to the RDCK after each day of opening. The fees collected at the Sites cannot exceed those indicated in the User Fee Schedule.

The RDCK will provide the Contractor with a ticket/receipt book. It is expected that every transaction results in the generation of a receipt.

Fees collected will be deposited in the bank or electronically transferred to the RDCK on maximum of a bi-monthly basis. Deposit summaries reconciled with the hard copy daily receipts over the monthly period shall be submitted via registered mail to the RDCK on same day as bank deposits. Any discrepancies shall be addressed immediately with the RDCK representative. The RDCK reserves the right to adjust the frequency of deposits if there are issues with reconciliation.

Both sites are "cash only" sites. The Contractor will be responsible for providing a cash float sufficient for operations.

13. Waste Screening

The Contractor shall screen loads to detect recyclable materials, prohibited or controlled waste so that it is prevented from being disposed of incorrectly and inform the public regarding the RDCK Resource Recovery Bylaw requirements.

14. Use of Shelter

The RDCK shall provide shelter, and the rental of port-a-potty units and propane tanks at the Edgewood and Burton Transfer Stations. Any and all costs associated with the maintenance of the shelter are the responsibility of the Contractor including propane delivery, porta-potty cleanings and servicing, but excluding any applicable utility costs. Arrangement of servicing and delivery is up to the contractor. It is expected that the cleanliness of the porta-potty is maintained at a standard acceptable for use by RDCK representatives.

15. Use of Sites

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

16. Education and Promotion

The RDCK is responsible for general public education initiatives relating to solid waste disposal, reuse and recycling. Education may include but is not limited to media news releases, preparation and distribution of newsletters and brochures and public meetings. The contractor will be responsible to participate in this as directed, which may include posting of temporary signs, educating the public on changes, handing out promotional material, etc.

17. Litter Collection

The Contractor shall be required to collect litter frequently and to keep the Sites tidy at all times, free from all loose paper, plastic, cardboard, litter, debris and similar material. The Contractor shall also collect any material that has blown from the Sites onto adjacent property. The Contractor shall remove and dispose of waste that has been placed in an unauthorized area on the Sites or in the vicinity of the gate outside the Sites at no extra cost to the RDCK.

The RDCK may order the collection of litter whenever such collection is deemed necessary.

From time to time, solids spillage may occur at the Sites. The Contractor shall be responsible for clean-up of spillage, and transporting collected material to the Nakusp Transfer Station.

Both Sites are not fully fenced, and some amount of illegal dumping does occur. The Contractor shall be responsible for periodic clean-up of illegally dumped material and transporting collected material to the Transfer Station. The RDCK recognizes that the Contractor will be hauling material for which no user fees were collected. To maintain accuracy of records, the Contractor is required to photograph large items or collections, and estimate the volume collected on a monthly basis. This will be recorded in the Month End Product Summary provided by the RDCK.

Payment for picking up and/or disposing of litter will be included in the monthly payment.

18. Snow Removal

All equipment, labour, materials and associated costs for the maintenance and snow removal services will be the responsibility of the Contractor. The Contractor shall have the required expertise to carry out the Work in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. Snow removal will be conducted as close as possible to the specified opening hours of the Site but 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.
- b. The Contractor shall 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.
- c. Hand shoveling of some portions of the depot/transfer station is 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.

- d. Sanding or spreading of salt in the depot/transfer station 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/transfer station area is maintained in such a way that the user has safe footing in the pedestrian areas and driving areas.
- e. 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.
- f. Snow will be stored in such a manner and location that it does not interfere with access to the operations of the depot/transfer station 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.
- g. 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.
- h. A three-foot radius around the bins must be cleared of snow. If the equipment cannot remove the snow flush to the bins they must be hand shoveled. This may require a second staff person or additional hours and should be considered.
- i. The snow underneath and in front of any railings/gates must be cleared. This may require hand shoveling.

19. Recording and Reporting Fuel Consumption

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

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

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

Vehicle Class	Includes
Light Duty Vehicle	• 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	• SUV's, minivans • Full-size vans • Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	• Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kg (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)

Off Road Vehicle	Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)
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If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

20. Reports and Meetings

The Contractor will:

- a. Digitally (by email), submit reports at the end of each operating day to the RDCK's Representative as to the daily volume and types of waste collected, and fees collected per Site. Refer to Appendix C Example for an example of the report format to be used. The RDCK will supply the form in Microsoft Excel format or an alternate agreed upon format for submission by the Contractor.
- b. Digitally (by email), submit Monthly End Product Summary reports at the end of each month, summarizing stockpile volumes and remaining capacity to allow for the RDCK to schedule servicing.
- c. Digitally, (by email), on a monthly basis submit inventory of MARR items collected.
- d. Permit the RDCK's Representative at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by the Contractor on behalf of the RDCK, or provided by the RDCK to the Contractor as a result of the Contract.
- e. The Contractor is required to attend bi-monthly operations meetings with the RDCK representative for the duration of the contract to discuss/review any and all issues related to the delivery of services included within this contract. The Contractor/RDCK shall record minutes and distribute copies within 7 days of each meeting. These meetings can either be in person, telephone, or video conference at the preference of the attendees. Agenda for each meeting shall include the following, as a minimum:
 1. Approval of minutes of previous meeting.
 2. Work progress since previous meeting.
 3. Field observations, including any problems, difficulties, or concerns.
 4. Proposed changes in the Work.
 5. Requests for information.
 6. Site safety issues.
 7. Other business.

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

- 1 Total budget shall not exceed **\$444,945** (excluding GST) over the three year contract term unless otherwise negotiated in advance of the work completed. Costs shall be based on amounts in Schedule C (excluding GST).

INVOICING

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

Contract Number: **2026-178-ENV**

GL Code: Account: 54030
Work Order: OPR422-302 – Burton Transfer Station Operations & Maintenance
OPR420-302 – Edgewood Transfer Station Operations & Maintenance
- 4 Invoices must be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.
- 7 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 8 Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca no later than January 15th of the following year.

PAYMENT WITHHELD OR DEDUCTED

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

MONIES DUE TO THE RDCK

- 10 The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.
- 11 All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, or Section 6 of this Schedule - *Liquidated Damages*, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Irrevocable Commercial Letter of Credit. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.
- 12 The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

LIQUIDATED DAMAGES

- 13 In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per Sections 10,11 and 12 of this Schedule - *Monies Due to the RDCK*.

NEGOTIATIONS DURING CONTRACT TERM

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

ANNUAL ADJUSTMENTS

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

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

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

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

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NOT INCLUDED IN DRAFT

DRAFT

NOT INCLUDED IN DRAFT

DRAFT

NOT INCLUDED IN DRAFT

DRAFT

SCHEDULE F – SITE PLANS



EDGEWOOD TRANSFER STATION & RECYCLING



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

- ☐ Cadastre
- ☒ Site Boundary

Map Scale:

1:960

Date: June 22, 2026

5

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

Document Path: K:\CLIENTS\RDCK\Departments\Environmental Services\Resource Recovery

NAKUSP TRANSFER STATION, RECYCLING & LF



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

- ☐ Cadastre
- ☒ Site Boundary

Map Scale:

1:1,980

Date: June 23, 2026

5

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



Committee Report

September 23, 2026

Services Agreement Extension with Waste Management for ICI Cardboard Recycling Services

Author: Akane Norimatsu, Resource Recovery Technician
File Reference: 06-2230-10
Electoral Area/Municipality: ALL RDCK
Services Impacted
A116 Recycling Program – East Subregion
A117 Recycling Program – Central Subregion
A118 Recycling Program – West Subregion

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK extend the Services Agreement with Waste Management for the collection, transport and marketing services of Industrial, Commercial and Institutional Old Corrugated Cardboards from eight designated depots in the RDCK for the period September 1, 2026 to August 31, 2027 to a maximum value of \$158,240 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that \$25,233 be paid from A116 Recycling Program-East Subregion, \$95,265 be paid from A117 Recycling Program-Central Subregion, \$37,742 be paid from A118-Recycling Program-West Subregion.

2.0 BACKGROUND/HISTORY

The Ministry of Environment and Parks (MoE) regulate a wide variety of products under the Recycling Regulation and implemented policies to manage those products through Extended Producer Responsibility (EPR) programs. However, the recyclable materials from Industrial, Commercial and Institutional (ICI) sectors are excluded from the Recycling Regulation, and last year, the MoE announced further delay in implementing any policy approaches for managing recyclable materials generated from ICI sectors.

The RDCK has been providing Old Corrugated Carboard (OCC) collection, transportation and marketing services to ICI users at eight designated depots since 2020 to support local businesses and to encourage them to divert recyclable carboard from being landfilled. The current ICI Carboard Collection Locations are as follows:

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

In 2024, Waste Management (WM) was awarded a new contract for ICI OCC hauling and recycling services.

The Services Agreement with WM commenced on September 23, 2024, and ended on August 30, 2026, with option to extend up to two (2) times for a one (1) year term upon mutual agreement. The contract was shortened to be two years as the MoE was planning to announce their new policy approach towards ICI Recycling in 2025.

WM is willing to extend the Services Agreement for a new term starting on September 1, 2026, ending on August 30, 2027, with adjusted service prices reflecting the Statistics Canada Average Consumer Price Index (CPI) for British Columbia for the Transportation Industry, as outlined in a condition of the Services Agreement. The RDCK and WM have agreed to apply 2.84% CPI increase for the next term. The contract extension was delayed due to prolonged negotiation for the CPI adjustment.

Staff recommend the Board approve the Services Agreement extension with WM with adjusted prices for the next term.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The RDCK and WM entered into the Services Agreement in September 2024, and WM commenced the ICI Cardboard Recycling Service in October 2024. In 2025, the RDCK diverted over 58 tonnes of ICI cardboard through ICI Cardboard Recycling Services. Currently this service is the only option for some small businesses that have operational and financial challenges with getting their own recycling bins, and for some businesses in remote communities where there are no hauling services available. As the MoE further postponed implementing any policy approaches towards ICI Recycling, it is important to continue this service in the RDCK to support and encourage businesses to divert OCC which generally hold higher commodity values than other recyclable material categories.

3.1 Alignment to Board Strategic Plan

Innovate to Reduce the Impact of Waste

The RDCK Board included in its Board Strategic Plan that the RDCK will leverage available opportunities to enhance its Waste Management System, continue to invest in sustainable, cost-effective diversion programs for its residents, and investigate opportunities for value added materials transformation in recycled goods.

3.2 Legislative Considerations

The MoE announced a delay in implementing policies towards ICI Recycling, however they did not announce the timeline on their plans. The MoE may announce the amendments in the Recycling Regulation during the contract period.

3.3 What Are the Risks

The costs of ICI OCC Cardboard Recycling Service are fully funded through taxation. Although small businesses are encouraged to utilize this service, it also requires regulating the volume and type of businesses that can be accepted to allocate the funding appropriately.

4.0 PROPOSED SOLUTION

Staff recommend extending the Services Agreement with WM for the term September 1, 2026, till August 30, 2027 with the adjusted service prices mentioned in Section 4.1 below.

4.1 Financial Considerations of the Proposed Solution

As outlined in the Services Agreement, WM charges the RDCK two separate fees for their services. One is the 'Service Fee' and the other 'Recyclable Material Offset (RMO) Fee'. RMO captures the changes in the OCC commodity market and costs of bailing, freight, and processor fees, and it fluctuates depending on which processing facility WM uses and the market value of OCC. The RMO is calculated based on the previous months' processing costs/rebate. Therefore, for some months, the RMO can be less if the material value offsets the processing costs.

In 2025, \$173,507 was spent towards the ICI OCC Recycling Service in the RDCK. For the new term, the RDCK and WM negotiated to adopt 2.84% CPI increase for the transportation industry for each service fee.

The following information contains: The budget allocated to each allocation service for the ICI OCC Recycling Service in 2026 in Account 54030; the invoiced amounts up to the end of July 2026; the remaining budgets between August and December 2026; and estimated costs between August and December 2026; the estimated total annual cost; and an estimated budget surplus at year-end

A116: Recycling Program- East Subregion

• Allocated Budget:	\$25,037
• Invoiced Amount:	\$14,313
• Remaining Budget (Aug-Dec 2026):	\$10,724
• Estimated Costs (Aug-Dec 2026):	\$10,514
• Estimated Total Annual Costs 2026:	\$24,857
• Surplus:	\$180

A117: Recycling Program- Central Subregion

• Allocated Budget:	\$101,563
• Invoiced Amount:	\$54,040
• Remaining Budget (Aug-Dec 2026):	\$47,523
• Estimated Costs (Aug-Dec 2026):	\$39,694
• Estimated Total Annual Costs 2026:	\$93,734
• Surplus:	\$7,829

A118: Recycling Program-West Subregion

• Allocated Budget:	\$44,673
• Invoiced Amount:	\$21,404
• Remaining Budget (Aug-Dec 2026):	\$23,269
• Estimated Costs (Aug-Dec 2026):	\$15,726
• Estimated Total Annual Costs 2026:	\$37,130
• Surplus:	\$7,543

The estimated costs for the ICI OCC Recycling Service for the remainder of the year are calculated based on the average monthly costs between January and July 2026, applied 2.84% CPI increase, multiplied by 5 months. It is estimated that all allocation services will stay within the allocated budget for the remainder of the year;

however, it should also be noted that the price of RMO may be reduced depending on the circumstances in the shipping/processing/marketing costs, and the Service Fees also fluctuate depending on volumes received.

By using the average monthly costs of previous 7 months with the 2.84% CPI increase, it is estimated that the total cost for the one-year extension is \$158,240 not including GST. It is estimated to be lower than the previous year as Staff have been regulating users and volumes that are accepted for this service since the beginning of the year to utilize the funding for this service appropriately.

The estimated total annual cost for each service is outlined below:

- **A116: Recycling Program- East Subregion:** \$25,233
- **A117: Recycling Program- Central Subregion:** \$95,265
- **A118: Recycling Program-West Subregion:** \$37,742

Within each recycling allocation service, the ICI OCC contract with WM and the satellite depot recycling hauling contract are paid from the same workorder within the contracted services account (54030). Currently, all A116, A117, and A118 contracted services accounts are projected to stay within the allocated budgets at year-end.

4.2 Risks with the Proposed Solution

There may be a possibility that RMO Fee will increase for the next 5 months, and it will increase the costs for the ICI OCC Recycling Services in all subregions. There is a risk of a small budget deficit if this were to occur.

4.3 Resource Allocation and Workplan Impact

N/A

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Businesses in the RDCK will benefit from using the existing depots for the ICI OCC Recycling services, and the costs for the service for the remainder of the year are estimated to stay within the allocated budget or it could exceed the allocated budget, however it is not expected to be significant.

4.5 Leveraging Technology

N/A

4.5 Measuring Success

N/A

5.0 ALTERNATIVE SOLUTION(S)

The Board direct staff to issue an RFP to procure a new contractor.

The RFP process generally takes up to five months until the contract execution, so a short-term contract extension with WM would still be needed to ensure a continuation of services through the procurement and contract execution process.

5.1 Financial Considerations of the Alternative Solution(s)

There may be other contractors who will provide equivalent quality services with more competitive prices.

In the previous RFP, the RDCK received three proposals, and WM demonstrated the most competitive prices to provide the services required.

If the RFP is issued, a minimum of six-month contract extension will need to be negotiated with WM to continue the ICI OCC Recycling Services until the award of a new contractor and the execution of the contract.

It is estimated that the cost for six-month extension with WM at a minimum to be the following:

- **A116: Recycling Program- East Subregion:** \$12,616
- **A117: Recycling Program- Central Subregion:** \$47,632
- **A118: Recycling Program-West Subregion:** \$18,871

5.2 Risks with the Alternative Solution(s)

There is a risk that completing a procurement to establish a new contract would result in price increases overall.

5.3 Resource Allocation and Workplan Impact

It will take several months of staff time to complete the RFP process. An additional procurement process is not currently in staff workplans, and impacts on other recycling and eco-depot procurements and projects are probable.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

By procuring a new contractor, the RDCK residents may benefit from reduced operational costs for this service.

5.5 Measuring Success

Success can be measured by maintaining and/or increasing the quality of services while keeping cost increases to a minimum.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

N/A

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board approve the RDCK extend the Services Agreement with Waste Management for the collection, transport and marketing services of Industrial, Commercial and Institutional Old Corrugated Cardboards from eight designated depots in the RDCK for the period September 1, 2026 to August 31, 2027 to a value of \$158,240 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that \$25,233 be paid from A116 Recycling Program-East Subregion, \$95,265 be paid from A117 Recycling Program-Central Subregion, \$37,742 be paid from A118-Recycling Program-West Subregion.

Option 2:**Recommendation:**

That the Board direct staff to prepare a Request for Proposals for the collection, transportation and marketing services of Industrial, Commercial and Institutional Old Corrugated Cardboards from eight designated depots in the RDCK.

8.0 RECOMMENDATION

That the Board approve the RDCK extend the Services Agreement with Waste Management for the collection, transport and marketing services of Industrial, Commercial and Institutional Old Corrugated Cardboard from eight designated depots in the RDCK for the period September 1, 2026 to August 31, 2027 to a value of \$158,240 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that \$25,233 be paid from A116 Recycling Program-East Subregion, \$95,265 be paid from A117 Recycling Program-Central Subregion, \$37,742 be paid from A118-Recycling Program-West Subregion.

Respectfully submitted,
Akane Norimatsu – Resource Recovery Technician

CONCURRENCE

Acting Resource Recovery Manager – Projects & Programs – Alayne Hamilton
General Manager of Environmental Service – Uli Wolf
Chief Administrative Officer – Stuart Horn

ATTACHMENTS:

Attachment A – Draft Agreement Amendment



Agreement Amendment

Contract #: 2023-253-ENV

Amendment #: 01

Project: ICI Recycling Service – First Extension Term

GL Account #: 54030 / OPR640-100, OPR641-100, OPR639-100

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

RDCK Contract Lead: Akane Norimatsu,

THIS AGREEMENT AMENDMENT is executed and dated for reference the:

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

**THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND WASTE MANAGEMENT OF CANADA CORPORATION
HEREBY AMEND THE SERVICES AGREEMENT FOR ICI RECYCLING DATED FOR REFERENCE THE 17th DAY OF
SEPTEMBER 2024 AS FOLLOWS:**

1 TERM

The Term in Section 1 (c) shall be extended for the First Extension Term commencing on September 1, 2026 and ending on August 31, 2027.

2 SCHEDULE B: CONTRACT PAYMENT TERMS AMENDMENT

Effective for the First Extension Term only, Section 1 of Schedule D: Contract Payment Terms is amended to include the following:

Total budget shall not exceed \$158,240 (excluding GST) over the First Extension Term unless otherwise negotiated in advance of the work completed.

Please quote Contract No. **2023-253-ENV** on all invoices associated with this work.

All other terms and conditions of the Agreement dated for reference the 17TH day of September 2024 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	WASTE MANAGEMENT OF CANADA CORPORATION
 (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)



Committee Report

September 23, 2026

Lease Agreement Extension for Salmo Recycling Depot

Author: Akane Norimatsu, Resource Recovery Technician
File Reference: 12-6500
Electoral Area/Municipality: VILLAGE OF SALMO, ELECTORAL AREA G
Services Impacted: Recycling Program – Central Subregion A117

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK extend the License of Occupation with the Village of Salmo for the Salmo Recycling Depot for the period of July 1, 2026, to June 30, 2027 to the maximum value of \$6,944.40 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service No. A117 Recycling Program – Central Subregion.

2.0 BACKGROUND/HISTORY

The RDCK leases a property from the Village of Salmo (the Village) for the Salmo Recycling Depot (1017 Glendale Avenue, Salmo BC). The original License of Occupation (LOO) was signed on July 1, 2020, ending on June 30, 2025 with options to extend the term of the agreement for up to three (3) one-year periods. The RDCK extended the LOO with the Village in 2025 for the first extension with the monthly fee of \$566.80 + GST.

The RDCK requested the second extension for the term July 1, 2026 till June 30, 2027 with an adjusted monthly fee which reflects the Statistic Canada Consumer Price Index (CPI) for British Columbia of January 1st to December 31st of each year. The adjusted monthly fee will be \$578.70 + GST (including 2.1% CPI increase).

The LOO with the Village include the following services:

- Access to the washroom
- Snow removal Services

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The LOO with the Village expired on June 30, 2026. The extension was delayed as the Village required council approval for the extension and monthly rent. The Salmo Recycling Depot is located in the center of the Village and is well used by its residents and surrounding Electoral Area residents. It is significant to secure this property for the operation of the Salmo Recycling Depot.

3.1 Alignment to Board Strategic Plan

Innovate to Reduce the Impact of Waste

The RDCK Board Strategic Plan points out the importance of continuous investment in sustainable, cost-effective diversion programs for our residents.

3.2 Legislative Considerations

N/A

3.3 What Are the Risks

N/A

4.0 PROPOSED SOLUTION

Staff propose that the Board approve the LOO extension with the Village of Salmo with the adjusted monthly fee for the new one-year term.

4.1 Financial Considerations of the Proposed Solution

2024-110-ENV: one-year LOO extension for the Salmo Recycling Depot

- A117 Central Subregion Recycling budgeted \$76,603 in Account 55060 Rentals for the rental fees for both Nelson Lakeside and Salmo Recycling Depots for 2026.
- The annual rental fee for the Nelson Lakeside Recycling Depot for 2026 is \$61,438.84.
- The Village applied a 2.1% annual CPI increase to the previous monthly fee. The adjusted monthly fee starting on July 1, 2026 is \$578.70.
- The annual rental fee for the Salmo Recycling Depot for 2026 is \$6,873.
- There is adequate funding in Account 55060 Rentals for both the Nelson Lakeside and the Salmo Recycling Depots LOO's for 2026.

4.2 Risks with the Proposed Solution

N/A

4.3 Resource Allocation and Workplan Impact

N/A

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The public will benefit from keeping the existing Recycling Depot that functions well with the surrounding community for another term.

4.5 Leveraging Technology

N/A

4.5 Measuring Success

N/A

5.0 ALTERNATIVE SOLUTION(S)

Given the relatively short-term nature of the LOO extension, and that going to market for alternative locations at this time is unreasonable due to the need to have depot operations continue, staff do not have alternative solutions to present.

5.1 Financial Considerations of the Alternative Solution(s)

N/A

5.2 Risks with the Alternative Solution(s)

N/A

5.3 Resource Allocation and Workplan Impact

N/A

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

N/A

5.5 Measuring Success

N/A

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

N/A

7.0 OPTIONS SUMMARY

As no alternative solutions are presented, there are no options for consideration.

8.0 RECOMMENDATION

That the Board approve the RDCK extend the License of Occupation with the Village of Salmo for the Salmo Recycling Depot for the period of July 1, 2026, to June 30, 2027 to the maximum value of \$6,944.40 plus GST, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service No. A117 Recycling Program – Central Subregion.

Respectfully submitted,
Akane Norimatsu – Resource Recovery Technician

CONCURRENCE

Acting Resource Recovery Manager, Projects & Programs - Alayne Hamilton
General Manager of Environmental Service - Uli Wolf
Chief Administrative Officer – Stuart Horn

ATTACHMENTS:

Attachment A – **2024-110-ENV**: License of Occupation for the Salmo Recycling Depot
Attachment B – Draft License of Occupation Extension Letter from the Village of Salmo

*Agreement for the temporary use of municipal lands*

BETWEEN: **VILLAGE OF SALMO**, a municipal corporation having its office at
 423 Davies Avenue, PO Box 1000
 Salmo, BC V0G 1Z0
 (the "Village")

OF THE FIRST PART

AND: **REGIONAL DISTRICT OF CENTRAL KOOTENAY**
 202 Lakeside Drive, PO Box 590
 Nelson, BC V1L 5R4
 (the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Village owns land having a civic address of 1017 Glendale Avenue, Salmo, British Columbia, legally described as
 Lot 16 District Lot 206 Kootenay District Plan 2160 Except Part Included In Plan 11031
 PID: 011-356-073
 (the "Land");
- B. The Licensee wishes to occupy that part of the Land and building shown in Schedule A (the "Premises") to operate a public recycling depot for the residents of the Central Resource Recovery Sub-Region; and
- C. The Village wishes to grant a license to occupy the Premises under the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the fee payment schedule outlined and other good and valuable consideration, from the Licensee to the Village, the receipt and sufficiency of which are hereby acknowledged, the Village and the Licensee covenant and agree as follows:



Agreement for the temporary use of municipal lands

1. **Term** – The duration of this Agreement herein granted shall be for a term of five (5) years commencing on July 1, 2020 and ending June 30, 2025, with the option to extend the term of the agreement for up to three (3) one-year periods, unless earlier terminated in accordance with Section 25.

2. **License to Occupy**

2.1 Subject to the terms and conditions of this Agreement, and in consideration of the payment of a license fee in accordance with section 3.1, the receipt and sufficiency of which is hereby acknowledged, the Village hereby grants to the Licensee a license to occupy the Premises (the "License") to operate a public recycling depot for the residents of the Central Resource Recovery Sub-Region.

3. **Fees**

3.1 The Licensee shall pay the Village the following monthly fees: \$566.80 + GST. Payment shall be made within 30 days following submission of the quarterly invoice. The invoice shall quote the agreement number **06-2230-20-6500-08**.

3.2 Unpaid fees shall result in termination of the agreement.

4. **Hours of Operation** – See Schedule B – Supplementary Terms and Conditions. The hours shall conform to Village Bylaws and other pertinent regulations.

5. **Keep Premises Free and Clear/Care in Use** – The Licensee shall exercise the greatest care in the use and occupation of the Premises and adjacent areas and shall undertake to be responsible for the due observance of the rules and regulations governing the use of the Premises.

6. **Provision of Contractor and Partners** – The Village agrees to provide RDCK, their recycling collection contractors and partners, and the public access to use the site for hours and times identified in Schedule B – Supplementary Terms and Conditions.

7. **Ownership of Licensee's Property** – The Licensee shall remain the owner of its attendant building, bins and recycling depot equipment (collectively, the "Licensee's Property"), despite the Licensee's Property being affixed to the Premises.

8. **Damage to Property** – The Village and the Licensee and each of their elected officials, officers, agents, servants, employees, volunteers or contractors shall take all reasonable measures to ensure that the other party's property at the Premises shall not in any way become damaged during the Term. The Village and the Licensee shall fully reimburse the other party for any and all damage to that party's property.

9. **State of Premises at Termination** – In the event that this

Agreement terminates or expires for any reason, the Licensee shall cease all occupation of the Premises and shall remove all equipment, chattels, fixtures and other improvements from the Premises. The Licensee shall leave the Premises in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the Village may do so and recover the expense thereof from the Licensee. All improvements and fixtures remaining on the Premises shall become the sole property of the Village upon termination of this Agreement, without any compensation whatsoever to the Licensee.

10. **Improvements and Maintenance** – The Licensee shall not construct any improvements (temporary or permanent) that require a Building Permit within the Premises without the approval of the Village.

11. **Restrictions on Operations**

11.1 The Village makes no representations that the Lands are developed or serviced to any required standard for access or other uses.

11.2 Supplementary terms and conditions of use are listed in Schedule B.

11.3 The Village retains the right to revoke any permission granted under this Agreement at any time where it is found that the Licensee's use of the Premises is creating difficulties deemed unacceptable to the Village, including:

(a) failure to respect the terms and conditions of this Agreement; and

(b) concerns with respect to public safety or regulatory infractions reported to the Village by regional, provincial or federal authorities.

12. **Licensee Contact** – The Licensee shall exercise the greatest care in the use and occupation of the Premises and adjacent facilities. The following Operation Contact shall personally undertake to be responsible for the due observance of the rules and regulations governing the Premises and shall be the main liaison with the Village for purposes of the Licensee's operations at the Premises.

Name: Amy Wilson, Resource Recovery Manager
Phone: (250) 505-8146
Email: awilson@rdck.bc.ca

13. **Village Contact** – In the event that the Licensee needs to contact the Village during the hours of operation, the Licensee shall contact the Village at (250) 357-9433.

14. **Report of Damages, etc.** – The Licensee shall report any or all damages to the Village's Chief Administrative Officer at 250-357-



Agreement for the temporary use of municipal lands

9433.

15. Non-exclusive Use – The Licensee agrees that:

- 15.1 the rights granted under this Agreement do not constitute any interest in the Premises or entitle the Licensee to exclusive possession of the Premises; and
- 15.2 the Licensee's rights under this Agreement are at all times subject to the rights and interest of the Village as owner and possessor of the Premises.

16. No Waste or Nuisance – The Licensee shall not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.

17. Terms and Conditions – The Licensee shall comply with all the terms, conditions, rules or regulations that the Village may from time to time impose in respect of the use and administration of the Premises. The Licensee acknowledges that the fact that the License is granted by the Village does not excuse the Licensee from obtaining building permits, development permits, business licenses and other required permissions.

18. Compliance with Laws – The Licensee shall comply with all laws and regulations pertaining to its use and occupation of the Premises.

19. Inspection by the Village – The Village may inspect the Premises and the Licensee's operation at the Premises pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.

20. No Transfer – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.

21. Risk – The Licensee accepts the Premises on an as-is basis and agrees that it shall use the Premises at its own risk.

22. Indemnity – The Village and Licensee each agree to indemnify and save harmless the other party, its elected officials, directors, officers, employees, agents, and successors from and against all claims, losses, damages or expenses (individually or collectively, "Claims") for death, bodily injury or property loss made or caused by any third party and arising out of a negligent act, negligent omission, intentional misconduct or breach of this Agreement by the indemnifying party or its elected officials, directors, officers, employees, and persons for whom the indemnifying party is responsible, except to the extent such Claims are attributable to a negligent act, negligent omission, intentional misconduct or breach of this Agreement by the indemnified party.

23. Release – The Village and the Licensee each release and forever discharge the other party, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown,

at law or in equity, including without limitation any Claims, which the parties may have, sustain or suffer, as the case may be, now or in the future arising from the any improvements to the Premises, the expiry or termination of this Agreement, the exercise by the other party of any of its rights under this Agreement or from or in any way connected with the parties' use of the Premises, except claims arising from the exclusive negligence of the parties.

24. Insurance – During the Term of this Agreement, each party shall take out and keep in force comprehensive general liability insurance (including bodily injury, death, property damage, and damage or loss) of not less than \$5,000,000 per occurrence, which insurance shall include the other party as an additional insured. The insurance required to be maintained by each party shall be on terms and with insurers to which the other party has no reasonable objection. Each party shall provide the other with proof of insurance at the time of execution of this Agreement and must ensure that the each receives a copy of each insurance renewal certificate.

25. Compliance with Workers Compensation Act – The Licensee shall maintain Workers Compensation Insurance as may be required by law during the term of the contract and 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. The Licensee shall be responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

26. Cancellation and Early Termination

26.1 Either party may terminate this Agreement by giving the other party six (6) months advance notice of its intention to terminate, such notice is to be given in writing on the last day of any month.

26.2 Upon breach by the Licensee of any term or condition of this Agreement, the Village may give the Licensee thirty (30) days' notice to correct such breach to the satisfaction of the Village. If such breach is not corrected within a reasonable period in the Village's discretion, or if the Licensee fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the Village within thirty (30) days after notice of the breach is given by the Village, the Village may terminate this Agreement by giving notice of termination to the Licensee. This Agreement, except sections 18 and 19 shall terminate immediately on written notice of termination from the Village to the Licensee. The Village may recover all fees, costs and damages due to the Village under this Agreement by suit or otherwise.

27. Notices – Any notice given pursuant to this Agreement shall be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may



Agreement for the temporary use of municipal lands

provide in writing to the other pursuant to the provisions of this paragraph.

All notices to the Village must be marked to the attention of the Chief Administrative Officer.

All notices to the Licensee shall be marked to the attention of Amy Wilson, Resource Recovery Manager.

A notice shall be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or three (3) days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if delivered by hand or sent by facsimile transmission.

28. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the Village's rights and powers in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Agreement had not been fully executed and delivered.

29. **Severance** – If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.

30. **Further Actions** – Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

31. **Waiver or Non-action** – Waiver by the Village of any breach

of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.

32. **Reference** – Every reference to a party is deemed to include its Agents wherever the context so requires or allows.

33. **Freedom of Information** – The Licensee acknowledges that the Village is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Village may be required by law to disclose information relating to the Licensee and this Agreement.

34. General

34.1 This Agreement shall bind and benefit each party to this Agreement, and its respective corporate successors.

34.2 The Schedules attached to this Agreement form part of this Agreement.

34.3 This Agreement constitutes the entire agreement between the parties and may not be amended except by agreement in writing signed by all parties to this Agreement.

34.4 Time is of the essence of this Agreement.

34.5 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors or assigns of the parties hereto (where the context or the parties so require).

34.6 This Agreement must be construed according to the laws of the Province of British Columbia.

[Signature page to follow]



LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

IN WITNESS WHEREOF the parties have executed this agreement on the 4th day of February, 2025.

VILLAGE OF SALMO
by its authorized signatory

[Signature]

Name: Derek Kwiatkowski

Title: Chief Administrative Officer

WITNESS

[Signature]

Name: Brandy Jessup

Date: Feb. 4/25

THE REGIONAL DISTRICT OF CENTRAL
KOOTENAY
by its authorized signatory

[Signature]

Name: Lli Wolf

Title: GM of Env. Services

WITNESS

[Signature]

Name: Emma Clark

Date: February 7, 2025

Name:

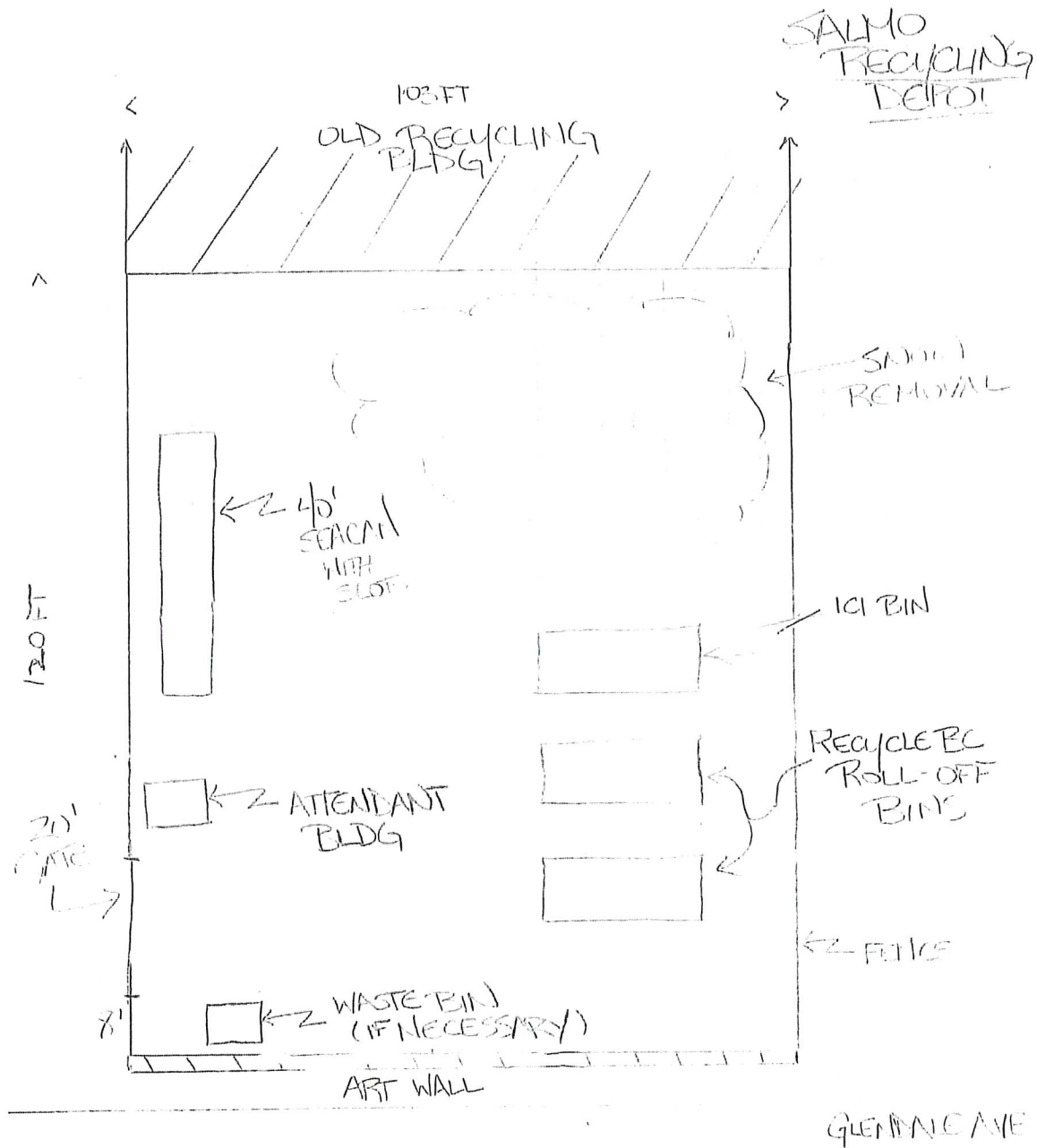
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Name:

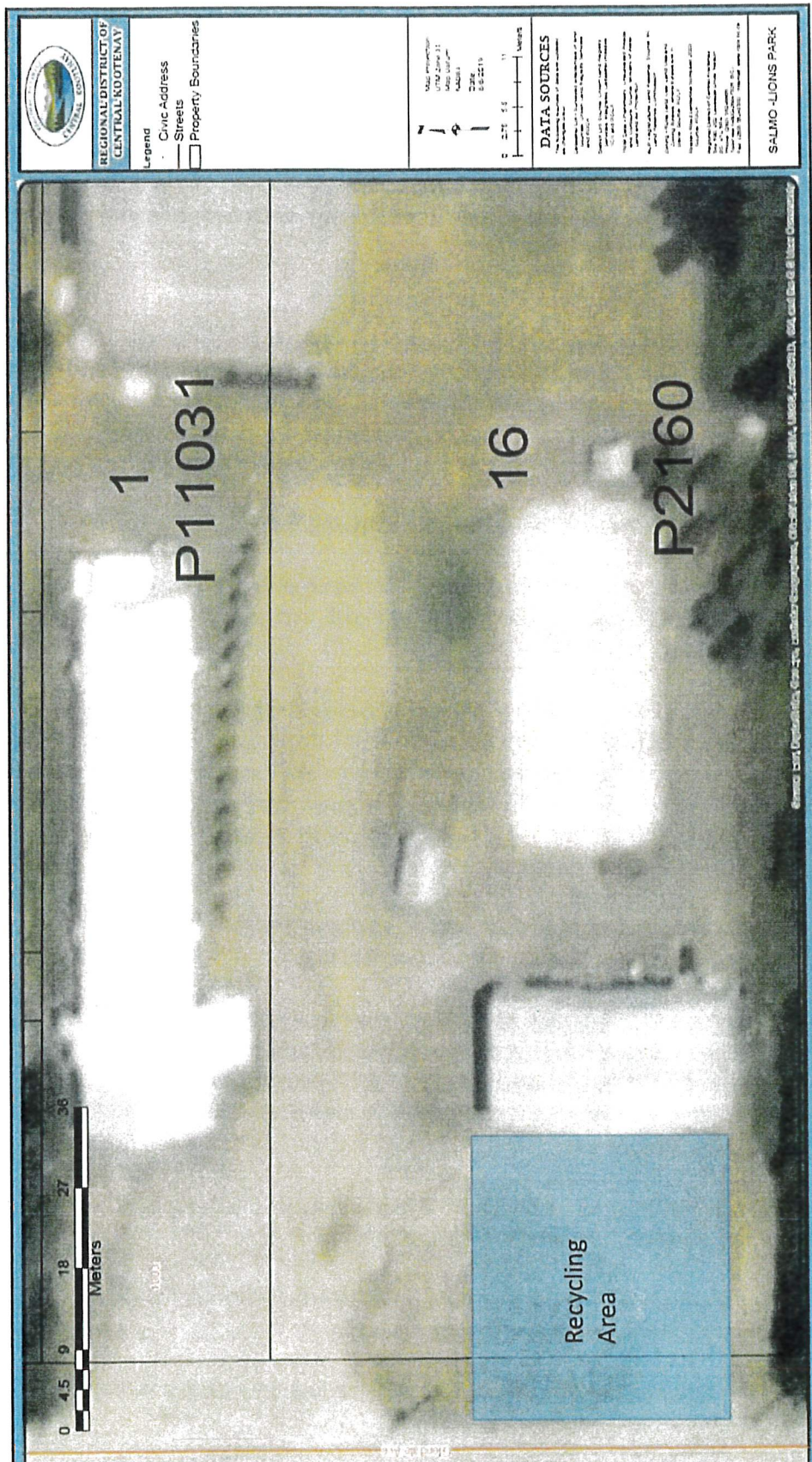
Date:



Schedule A



Red-painted
@salmo.ca



**Schedule B****SUPPLEMENTAL TERMS AND CONDITIONS****Recycling Depot Hours of Operation**

The Recycling Depot shall be open from 10:00 am to 4:00 pm, local time Tuesday, Wednesday, Friday and Saturday. When open the Recycling Depot shall be supervised by the Licensee's staff. Third parties under contract to the Licensee shall on occasion access the Recycling Depot outside of the stated hours to provide maintenance and material collection services. Operating hours may be changed at the discretion of the Licensee subject to notification to the Village in advance of any changes.

Services Supplied by The Village

All equipment, labour, materials and associated costs for the maintenance and snow removal services shall be the responsibility of the Village. The Village shall have the required expertise to carry out the snow removal in a competent manner. The Village's responsibilities shall include, but not be limited to the following:

1. Snow Removal Services

Snow removal services shall consist of, but not be limited to, the following:

- a. Clear the depot area once an accumulation of three (2) inches has been recorded within 24 hrs; or, less preferably as close to opening time as possible. Snow removal and stockpiling shall be in accordance with the detailed site map.
- b. Snow removal shall be conducted as close as possible to the specified opening hours of the site but 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. Some areas that shall require manual shoveling include but are not limited to the roadways, bins, stockpile areas and access, gates, base of bins, and attendant building.
- d. Sanding or spreading of salt in the depot area shall 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.
- e. 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.
- f. Snow shall 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 the Licensee's property.
- g. A three-foot radius around the bins must be cleared of snow. If the equipment cannot remove the snow flush to the bins, then they must be hand shoveled.



1.1 Additional Snow Removal Services

If the Licensee requires additional snow removal services for additional areas at the site, the rates for materials and/or equipment shall be negotiated between the Licensee and the Village.

1.2 Services Supplied by The Licensee

Material deposited illegally on the Lands shall be removed by Licensee's staff and third parties under contract to the Licensee.

1.3 Additional Property Conditions

The Village shall have final approval regarding the placement of any collection containers, signage or other structures required for the operation of the recycling depot. Recycling depot operations shall not interfere with other business conducted by the Village on the Lands.



The Corporation of the Village of Salmo

P.O. Box 1000
Salmo, BC V0G 1Z0
www.salmo.ca

Phone: (250) 357-9433
Fax: (250) 357-9633
Email: info@salmo.ca

August 11th, 2026

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

RE: RENEWAL OF LICENSE OF OCCUPATION AGREEMENT

Dear Regional District of Central Kootenay,

Please be advised that the current License of Occupation between the Corporation of the Village of Salmo and the Regional District of Central Kootenay for the property having a civic address of 1017 Glendale Avenue, Salmo, British Columbia, legally described as Lot 16 District Lot 206 Kootenay District Plan 2160 Except Part Included In Plan 11031 PIO: 011-356-073 has expired & a renewal is required.

As stipulated in the contract, " *The duration of this Agreement herein granted shall be for a term of five (5) years commencing on July 1, 2020 and ending June 30, 2025, with the option to extend the term of the agreement for up to three (3) one-year periods, unless earlier terminated in accordance with Section 25.*"

This extension would reflect the second of a potential of 3 one-year extensions, with the extended term commencing on July 1, 2026 and ending on June 30, 2027. The fees in Section 3.1 will be adjusted for inflation annually, reflecting the Statistics Canada Consumer Price Index, effective January 1st to December 31st of each year. The increase will be applied to the monthly charge of \$578.70 + GST. Please sign the acceptance below and return.

Regards,

Village of Salmo

Derek Kwiatkowski, Chief Administrative Officer
Village of Salmo

Diana Lockwood, Mayor
Village of Salmo

We, as authorized representatives, opt to renew our License of Occupation for 1 year as is our option in the License of Occupation agreement dated July 1, 2020:

Regional District of Central Kootenay

Name

Signature

Title



September 18, 2026

To Whom it May Concern:

RE: Potential 2027 Tipping Fee Increase

The Regional District of Central Kootenay (RDCK) staff feel it pertinent to inform municipalities and contractors of a potential 5-8% increase in tipping fees for 2027.

A 6% increase in 2027 is currently included in the approved five-year Financial Plan based on the 2024 Cost Recovery through Tipping Fees Analysis; however, the percent increase for 2027 may be updated as the 2027-2031 Financial Plan is developed. The 5-8% range is being provided for budget-planning purposes only.

The RDCK strives to maintain a user-pay waste system so that those who create waste pay for its management, rather than all taxpayers.

This notification is to serve as a precaution for adjusting municipal budgets and quotes in the private sector.

Affected waste categories, as defined in the bylaw, may include but are not limited to Mixed Waste and other landfilled materials and certain diverted materials including Organic Waste and some recyclable materials.

Staff will bring recommended changes to upcoming budget meetings, however the final decision will rest with the RDCK Board of Directors. Pending final approval by the RDCK Board, any changes to tipping fees would become effective March 1, 2027.

If you have any questions please contact Todd Johnston, Environmental Coordinator, at 250.352.1523 or tjohnston@rdck.bc.ca.

Sincerely,

A handwritten signature in black ink that reads "Uli Wolf".

Uli Wolf
General Manager, Environmental Services

TJ/UW

cc: Todd Johnston, Environmental Coordinator

Emma Clark

From: Emma Clark
Sent: September 18, 2026 2:44 PM
To: Kelly Vandenberghe; Garry Jackman; Roger Tierney; Aimee Watson; Cheryl Graham; Tom Newell; Hans Cunningham; Walter Popoff; Andy Davidoff; Henny Hanegraaf; Teresa Weatherhead; Maria McFaddin; Carolyn Hawton; Suzan Hewat; Jesse Woodward; Leonard Casley; Diana Lockwood; Ezra Buller; Aidan McLaren-Caux; Tanya Gordon; Josh Smienk
Cc: Uli Wolf; Stuart J. Horn; Aimee Kootnikoff; Alayne Hamilton; Akane Norimatsu
Subject: RDCK 2025 HHW Event Summary Report

Hello JRRC Committee,

Please see below summary of Akane Norimatsu's verbal report from the August JRRC meeting on 2025 HHW events.

Kind regards,

Emma Clark | Administrative Supervisor – Environmental Services

Dear Directors,

Hope this email finds you well.

As requested, I would like to share a summary of our HHW events in 2025.

Please see the 2025 HHW event summary below:

1. Total Volume

Please see the table below for the total tonnage of both EPR program products and Non-EPR HHW collected at each event.

In 2025, the RDCK collected 73.2t worth of EPR and Non-EPR materials in total.

Location	Non-EPR HHW (kg)	EPR (kg)	Total (kg)	Tonnage
Creston	17,440	17,671	35,111	35.1
Castlegar	6,480	5,365	11,845	11.8
Kaslo	3,380	2,332	5,712	5.7
Nakusp	6,520	9,320	15,840	15.8
Silverton	2,040	2,640	4,680	4.7
Total Tonnage Collected at HHW Events in 2025				73.2

2. Total Traffic Count

Location	Event Hours	Traffic Counts
Creston (May)	4h	245

Creston (Sep)	4h	201
Castlegar	4h	345
Kaslo	3h	106
Nakusp	3h	242
Silverton	3h	77

In 2025, the RDCK served 1,216 vehicles at 6 events.

Please see the table below to compare the traffic counts over the last 4 years.

Event	Traffic Counts (cars)	Total Event Hours (h)
2022	670	20
2023	1,141	23
2024	963	23
2025	1,216	21

3. Total Costs

In 2025 the RDCK spent a total of **\$143,505** for hosting six events. (excluding \$9,000 event grant from Interchange Recycling)

This total costs includes the following:

- Disposal Costs
- Service Fee
- Staffing/ Travelling Costs for Environmental 360 Solutions
- Staffing/Travelling Costs for the RDCK
- Supplies, Advertisement, Equipment
- Costs for hiring traffic controllers
- Costs to cover EPR programs participation
- 5% energy surcharge

4. Staff Required

The table below shows how many RDCK staff volunteers, Fire Fighter volunteers and Contractors were required to conduct each event in 2025.

Location	Contractors	RDCK Staff	Fire Fighters	Total
Creston (May)	9	5	4	18
Creston (Sep)	9	5	2	16
Castlegar	9	5	0	14
Kaslo	4	4	0	8
Nakusp	8	5	2	15
Silverton	4	3	0	7

5. New Return Collection Facilities (RCF) for Used Oil, Oil Filters, Antifreeze, Empty Containers for Automotive Products (Interchange Recycling)

Interchange Recycling established three additional Return Collection Facilities (RCF) for their program products in 2026.

The following locations are currently accepting all program products that are covered by Interchange Recycling:

- Slocan: Babe's automotive
- Salmo: Scrap king
- Creston: Leadville Ventures

<https://interchangerecycling.com/find-a-recycling-centre/>

The RDCK issued a formal complaint letter to the Ministry of Environment and Parks and Interchange Recycling regarding significant lack of services in 2025.

Interchange Recycling and Staff have had several meetings since 2025, encouraged them to reach out to any local businesses for lobbying and establishing more collection locations in the RDCK.

I will share a summary report from the 2026 events at the October Joint Resource Recovery Committee meeting.

Please reach out to me if you have any questions and/or require any additional information.

Thank you very much.

Kind Regards,

Akane Norimatsu | Resource Recovery Technician

Regional District of Central Kootenay

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rdck.ca