



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

Date: Wednesday, November 15, 2023
Time: 1:00 pm
Location: Hybrid Model - In-person and Remote

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. WEBEX REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote.

Meeting Time:

1:00 pm PST
2:00 pm MST

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m376e81da71c806e5303df61fb4eca4c1>

Join by Phone:

1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2771 762 5017

Meeting Password: 8agGc8s3r3V

In-person Location: RDCK Board Room, 202 Lakeside Drive, Nelson, BC

2. CALL TO ORDER & WELCOME

Director Jackman to call the meeting to order at 1:00 pm PST / 2:00 pm MST.

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 November 15, 2023 Joint Resource Recovery meeting be adopted as circulated.

2.3 Receipt of Minutes

4 - 10

The October 18, 2023 Joint Resource Recovery minutes, have been received.

3. SERVICE ESTABLISHMENT BYLAW: RURAL CURBSIDE COLLECTION SERVICE

11 - 24

The November 2, 2023 Committee Report from Matt Morrison, Organics Coordinator, presenting the Service Establishment Bylaws for curbside collection services in Electoral Areas F, H, and J to the Committee for First, Second, and Third Reading, has been received.

RECOMMENDATION:

[Electoral Areas F and H]

That the Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023 be read a FIRST, SECOND, AND THIRD time by content.

RECOMMENDATION:

[Electoral Area J]

That the Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023 be read a FIRST, SECOND, AND THIRD time by content.

4. CENTRAL SUB-REGION RECYCLING SERVICES

25 - 75

The October 10, 2023 Committee Report from Akane Norimatsu and Travis Barrington, Resource Recovery Technicians, presenting an analysis of the Central Resource Recovery recycling services and use of depots by communities that provide curbside recycling collection services (the City of Nelson and Village of Kaslo), has been received.

5. WEST SUB-REGION TRANSFER STATIONS

76 - 85

The November 9, 2023 Committee Report from Nathan Schilman, Environmental Technologist, providing proposed proposed options for transfer station upgrades at Nakusp, Slocan, and Rosebery Facilities and obtain Joint Resource Recovery Committee direction prior to advancing into detailed design, has been received.

RECOMMENDATION:

[West Sub-Region]

That the Board direct staff to advance to detailed design and tendering with Sperling Hansen Associates for the Rosebery Transfer Station Upgrade Option 1 (add compactor and Y&G bin), Slocan Transfer Station Upgrade Option 1 (new bin wall), and Nakusp Transfer Station Upgrade Option 2 (SE of weigh scale).

6. STAFF VERBAL UPDATES/REPORTS

Amy Wilson, Resource Recovery Manager will provide a verbal report on the following:

- a. Waste Composition Study
- b. Creston Eco-Depot Request for Proposal
- c. Creston Landfill Hydrogeological Study
- d. Landfill Gas Assessments
- e. Systems Efficiency Review/Tipping Fee Assessment
- f. Ootischenia Landfill Archaeological Study
- g. FOI Requests and Permit Abandonment Applications
- h. Request for Proposals for Hydrogeological Studies

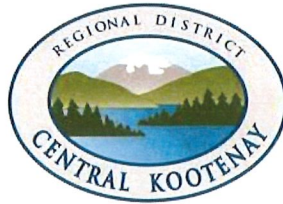
7. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 3:45 pm PST / 4:45 pm MST.

8. ADJOURNMENT

RECOMMENDATION:

The November 15, 2023 Joint Resource Recovery Committee meeting adjourn at _____ pm PST / _____ pm MST.



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

A Joint Resource Recovery Committee meeting was held on Wednesday, October 18, 2023 at 1:00 pm PDT through a hybrid meeting model.

ELECTED OFFICIALS 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 (Chair)	In-person
	Director H. Cunningham	Electoral Area G	In-person
	Director W. Popoff	Electoral Area H	In-person
	Director A. Davidoff	Electoral Area I	
	Director H. Hanegraaf	Electoral Area J	In-person
	Director T. Weatherhead	Electoral Area K	In-person
	Alt. Director B. Bogle	City of Castlegar	
	Director A. Mondia	Town of Creston	In-person
	Director S. Hewat	Village of Kaslo	
	Director T. Zeleznik	Village of Nakusp	
	Director K. Page	City of Nelson	In-person
	Director L. Casely	Village of New Denver	In-person
	Director D. Lockwood	Village of Salmo	
	Director C. Ferguson	Village of Silverton	In-person
Alt. Director E. Buller	Village of Slocan		
STAFF PRESENT	S. Horn	Chief Administrative Officer	
	U. Wolf	GM – Environmental Services	
	A. Wilson	Resource Recovery Manager	
	C. Saari-Heckley	Human Resources Manager	
	A. Kootnikoff	RR Team & Operations Supervisor	
	T. Johnston	Environmental Services Coordinator	
	S. Eckman	Meeting Coordinator	

1. WEBEX REMOTE MEETING INFO

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=mf81c547f2573faec2cbb35b0133ac303>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2770 367 4728

Meeting Password: imMapen7t79

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

The facility listed above was able to accommodate the remote requirements for the meeting.

2. CALL TO ORDER & WELCOME

Director Newell assumed the chair and called the meeting to order at 1:01 pm PDT.

2.1 Traditional Lands Acknowledgement Statement

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

2.2 Adoption of the Agenda

Moved and seconded,
And resolved:

The Agenda for the October 18, 2023 Joint Resource Recovery Committee meeting be adopted, as circulated.

Carried

2.3 Receipt of Minutes

The September 13, 2023 Joint Resource Recovery Committee Minutes have been received.

3. IN CAMERA

3.1 Meeting Closed to the Public

Moved and seconded,
And resolved that:

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

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

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Carried

3.2 Recess of Open Meeting

Moved and seconded,
And resolved that:

The Open meeting be recessed at 1:07 pm in order to conduct the Closed In-Camera meeting.

3.3 Reconvene in Open Session

Moved and seconded,
And resolved that:

The Open meeting reconvene at 2:29 pm.

4. RESOURCE RECOVERY OPERATIONS TEAM: STAFFING

The October 12, 2023 Committee Report from Amy Wilson, Resource Recovery Manager, requesting approval to develop new positions reporting to the Resource Recovery Team & Operations Supervisor to support the needs of the Resource Recovery facility staffing and maintenance, has been received.

Moved and seconded,
MAIN MOTION

That the Board approve the hiring of three (3) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

Moved and seconded,
And resolved that:

The following recommendation **BE REFERRED** to the November 16, 2023 Board meeting:

That the Board approve the hiring of three (3) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

Defeated

Moved and seconded,
MOTION ONLY:

That the Board approve the hiring of three (3) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

Moved and seconded,
And resolved that:
AMENDMENT TO THE MOTION

The foregoing motion being:

That the Board approve the hiring of three (3) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

Be amended by changing the words 'three (3) full time' to read 'two (2) full time', thus reading:

That the Board approve the hiring of two (2) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

Defeated

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

That the Board approve the hiring of three (3) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

Carried

Moved and seconded,
And resolved:

That the Board direct staff to determine options for a modification of Resource Recovery services that can reduce financial cost and optimize system performance and return to the Joint Resource Recovery Committee for further direction.

Defeated

5. **CONTRACT AWARD: BOSWELL & CRAWFORD BAY TRANSFER STATIONS WASTE BIN HAULING**
The September 26, 2023 Committee Report from Larry Brown, RR Mechanical Operations & Site Supervisor, presenting the results of the Request for Proposal issued for Transfer Services at Crawford Bay and Boswell to Creston, and to seek approval from the Committee to award the contract, has been received.

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

That the Board authorize staff to enter into a Services Agreement with Tip-It Waste Solutions (Kootenay) Inc. for Waste Transfer Services for the period of November 1, 2023 to October 31, 2026 with the eligibility of two one year extensions, equating to an estimated total 3 year contract value of \$169,470 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 S186 East Resource Recovery processed from the applicable Contracted Services account.

Carried

6. CRESTON & OOTISCHENIA LANDFILL OPERATIONAL CONTRACT: OUTSTANDING BILLING

The October 10, 2023 Committee Report from Amy Wilson, Resource Recovery Manager, advising of outstanding billing owed to GFL (Green For Life) for the Creston and Ootischenia Landfill operations and maintenance contracts due to errors in GFL billing dating back to the beginning of the current contracts, has been received.

7. RESOURCE RECOVERY FACILITIES: COLLECTING LICENCE PLATE INFORMATION

The September 26, 2023 Committee Report from Todd Johnston, Environmental Services Coordinator, presenting information regarding the long standing practice of collecting license plate numbers of customers using Resource Recovery facility services, has been received.

8. CRESTON VALLEY & AREA ECO-DEPOT

The October 12, 2023 Committee Report from Amy Wilson, Resource Recovery Manager, requesting the Board consider new direction for procurement of an Eco-Depot in Creston to supply, operate and maintain an Eco-Depot services to serve residents in Creston and the surrounding area, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That Board Resolution No. 376/22, being:

The Board direct staff to enter into negotiation with Tip-It Waste Solutions and request a proposal to partner with the RDCK for Eco-Depot operations and Extended Producer Responsibility collections in the Creston area.

BE RESCINDED

Carried

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board direct staff to issue a Request for Proposals for a Creston and Area Eco-Depot: Design, Build, Operate and Maintain.

Carried

9. CORRESPONDENCE FOR RECEIPT

a. UBCM Meeting Notes re: Improving Recycling Programs in Rural Communities

10. PUBLIC TIME

The Chair called for questions from the public and members of the media 3:59 pm PDT.

11. ADJOURNMENT
Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourn at 3:59 pm PDT.

Carried

CERTIFIED CORRECT



Director T. Newell
Chair, October 18, 2023 Joint Resource Recovery Committee meeting

BOARD RESOLUTIONS AS ADOPTED AT THE OCTOBER 18, 2023 JOINT RESOURCE RECOVERY COMMITTEE MEETING

RECOMMENDATION #1

That the Board approve the hiring of three (3) full time, permanent Assistant Supervisors, with the start date to be no earlier than January 1, 2024, with a cost of \$288,783 to be allocated to Resource Recovery A102.

RECOMMENDATION #2

That the Board authorize staff to enter into a Services Agreement with Tip-It Waste Solutions (Kootenay) Inc. for Waste Transfer Services for the period of November 1, 2023 to October 31, 2026 with the eligibility of two one year extensions, equating to an estimated total 3 year contract value of \$169,470 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 S186 East Resource Recovery processed from the applicable Contracted Services account.

RECOMMENDATION #3

That Board Resolution No. 376/22, being:

The Board direct staff to enter into negotiation with Tip-It Waste Solutions and request a proposal to partner with the RDCK for Eco-Depot operations and Extended Producer Responsibility collections in the Creston area.

BE RESCINDED

RECOMMENDATION #4

That the Board direct staff to issue a Request for Proposals for a Creston and Area Eco-Depot: Design, Build, Operate and Maintain.



Committee Report

Date of Report: November 2, 2023
Date & Type of Meeting: November 15, 2023, Joint Resource Recovery Committee
Author: Matt Morrison, Organics Coordinator
Subject: SERVICE ESTABLISHMENT BYLAWS – ELECTORAL AREA CURBSIDE COLLECTION SERVICES
File: 12-6210-20
Electoral Area/Municipality: Area F, Area H, and Area J

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present the Service Establishment Bylaws for curbside collection services in Electoral Areas F, H, and J to the Committee for First, Second, and Third Reading.

SECTION 2: BACKGROUND/ANALYSIS

At the August 16, 2023 Joint Resource Recovery Committee meeting, staff received direction to prepare two Service Establishment Bylaws (SEBs) for a 3-stream curbside collection service for portions of Electoral Areas F and H, and a 2-stream curbside collection service for portions of Electoral Area J.

Resolution #490/23 and Resolution #491/23 are as follows:

#490/23 That the Board direct staff to prepare a service establishment Bylaw for Curbside Collection Services within the recommended Service Area Boundaries, maintaining the ability to make adjustments as required to meet relevant program criteria, in portions of Electoral Area J; and that voter approval, for the bylaw, be undertaken by means of Assent Voting.

#491/23 That the Board direct staff to prepare a service establishment Bylaw for Curbside Collection Services within the recommended Service Area Boundaries, maintaining the ability to make adjustments as required to meet relevant program criteria, in portions of Electoral Areas F and H, and that voter approval, for the bylaw, be undertaken by means of Assent Voting.

The draft bylaws, including Schedules with maps to define the Service Area Boundaries for each respective SEB, are included as Attachment A (Service Establishment Bylaw for Defined Areas F and H Curbside Collection Service), and Attachment B (Service Establishment Bylaw for Defined Area J Curbside Collection Service).

The SEBs include service name, reason for the bylaw, the Service Area Boundaries, method of cost recovery, and the total maximum cost that may be requisitioned annually. The required contents of a Service Establishment Bylaw are detailed in section 339 of the *Local Government Act (LGA)*.

3-Stream Service Establishment Bylaw: Defined Areas F and H Curbside Collection Service

The 3-Stream SEB for defined portions of Electoral Areas F and H aims to deliver on commitments that provide electors with the opportunity to vote for or against proposed curbside collection services. The proposed service would include garbage, recycling, and food waste curbside collection. The frequency of services is not included in the SEB, as that

would be included in a regulatory bylaw if services proceed, but the intention of the service is to provide bi-weekly garbage, bi-weekly recycling, and weekly food waste collection, likely using manual or semi-automated collection.

The Service Area Boundary combines results from the Phase 2 Consultation with logistical and operational considerations. The maximum cost per household that can be requisitioned annually has been placed at \$280.02. The cost breaks down to \$23.33 per month, or \$5.38 per week. This is the maximum value that can be requisitioned until 5 years after the service is established. Requisition of the annual household cost is anticipated to occur through Parcel Tax (under section 388 (2) of the *LGA*) or User Fees and Charges (under section 397 of the *LGA*), with additional methods of cost recovery included. This maintains flexibility should the method of cost recovery change, such as grants, donations, or revenue raised by other means. The intention is to have those who have access or opportunity to receive the service pay the estimated costs of operating the service, rather than a general tax for the Electoral Areas or sub-regions involved.

The 3-stream SEB assumes a successful partnership with RecycleBC and a Statement of Work for Printed Paper and Packaging (PPP) collection. A partnership and Statement of Work with RecycleBC would partially offset the annual per-household cost for the service by an amount set by RecycleBC, as per the draft PPP Extended Producer Responsibility Plan (2022), which is paid to the RDCK by RecycleBC as a Financial Incentive for providing curbside collection of the PPP material. Due to this incentive, the collection cost for the recycling component of the 3-Stream services is estimated to significantly (more than 80%) reduced from the full cost of collecting this stream of waste. Should the 3-stream service receive approval of the electors, to form a curbside collection Statement of Work, the Service Area Boundary will need to satisfy the Equivalent Unincorporated Area Criteria (Equivalency), or be granted an exemption to Equivalency where relevant.

There are currently 2,046 households in Areas F and H that have been identified as eligible for curbside collection services. 1,585 households have been identified in Area F, with 461 in Area H. To estimate population we have applied the Census Canada household sizes for Electoral Areas F (2.3) and H (2.2) for the households in each Area. Therefore, the proposed service area boundary is estimated to comprise a population of 4,660 people (3646 in Area F, 1,014 in Area H). Resource Recovery staff have projected a 1% increase in the number of households each year (to 2029) to account for growth to the Electoral Areas. The proposed service area has an estimated household density of 0.54 households per hectare, based on in-house spatial analysis. There is a maximum distance of 11km between service sections, mostly highway travel along Highway 3a and through the City of Nelson to neighbouring Electoral Area communities. The above attributes of the Service Area Boundary meet Equivalency Criteria, except for population.

The Service Area Boundary currently falls short of the RecycleBC Equivalent Unincorporated Area (Equivalency) criteria for population (5,000) by an estimated 340 residents, or 7% of the minimum population requirement. While unfortunate that at this time the proposed service does not meet the draft Equivalency criteria for the population requirement, it is believed that there is sufficient rationale to receive an exemption to this component of the criteria for the following reasons:

- The population of this area has seen growth over the past census years, with population trends expected to continue upward¹. It is expected that housing density within the proposed area will continue to increase, therefore increasing the population
 - Area F: There was a 3.9% increase in population from 2016 to 2021
 - 3,963 to 4,116
 - Area H: 8.4% increase 2016 to 2021
 - 4,665 to 5,045
- The proposed area is directly adjacent to the existing recycling service provided directly by RecycleBC to residents of Electoral Areas J and I

¹ <https://www.rdck.ca/assets/Services/Land~Use~and~Planning/Documents/01%20-%20RDCK%20Housing%20Action%20Plan%20-%20With%20Appendices.pdf>

- This existing PPP curbside recycling service is estimated to service a population of 5,540 (2,358 households with an average household size of 2.35, based on Census Canada data for Electoral Areas J and I)

Therefore, should the service proceed, the new service would not exist in geographic isolation, rather, create service continuity for an additional 4,660 residents, bringing the total number of RDCK residents serviced with curbside collection of PPP to an estimated 10,200 people (4,404 households). Resource Recovery staff have developed a letter requesting RecycleBC express a willingness to provide the RDCK with an exemption to the Equivalency Criteria based on the above rationale, should the 3-Stream SEB receive approval of the electors. In meetings with RecycleBC earlier in 2023, there was a general openness to continued dialogue around Equivalency exemptions. Staff are prepared to advance under the expectation that an exemption to the population component of equivalency can be successfully negotiated.

All residents who are eligible to vote in municipal elections within the Service Area Boundary would be eligible to vote in the Assent Vote (Referendum) should the SEB receive three readings and be approved by the Inspector of Municipalities.

2-Stream Services Establishment Bylaw: Defined Area J Curbside Collection Service

The 2-Stream SEB for defined portions of Area J includes the same details as the 3-stream service, with the absence of recycling services and a partnership with RecycleBC, and therefore no cost incentive paid to the RDCK for this component of services. The Service Area Boundary aims to match the extent of the existing recycling service in Area J, to provide residents who currently have access to curbside recycling free of charge the opportunity to receive the addition of garbage and food waste collection (administered by the RDCK), with the direct recycling service (administered by RecycleBC) remaining in place. The maximum cost per household that can be requisitioned annually for this service has been placed at \$283.06. The cost breaks down to \$23.59 per month, or \$5.44 per week.

There are currently 1,381 households in Area J that have been identified as eligible for the 2-stream curbside collection service. Using the Census Canada household average household size for Area J (2.4), the 2-Stream SEB has an estimated population of 3,314 people. Resource Recovery staff have projected a 1% increase in the number of households each year (to 2029) to account for growth to the Electoral Area. This service has the same voting eligibility and bylaw adoption considerations as the 3-stream service.

Additional service details for both Services would be included in a Regulatory Bylaw, should the SEBs receive approval of the electors. A regulatory bylaw would include the service frequency for each stream, accepted and prohibited materials for household garbage, food waste, and recycling, bin storage requirements, bin placement requirements, use of locking mechanisms for bin-lids, recourse for infractions, volume and weight limitations, and any other component of the service that governs how residents use the system. The current intention is to provide the services based on a model of bi-weekly garbage, bi-weekly recycling (delivered by RecycleBC), and weekly food waste collection. Typically, garbage and recycling alternate service weeks, while food waste is collected each week.

Should both SEBs proceed, the combined number of households that would receive curbside collection services administered by the RDCK would be 3,427, based on 2023 household counts.

Staff are inviting input into the Service Establishment Bylaws as presented for First, Second, and Third Readings.

Staff have included two recommendations for this report.

Recommendation 1:

That the Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023 be read a FIRST, SECOND, and THIRD time by content.

Recommendation 2:

That the Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023 be read a FIRST, SECOND, and THIRD time by content.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov't Approvals Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The maximum requisition amount for the SEBs project 5 years from when the services are expected to start (2025 - 2029), as these values cannot increase for the first 5 years of the service. The LGA allows for an increase to the maximum requisition amount by up to 25% over the assessed cost every 5 years without inspector approval to address inflation and other cost increases. The value for maximum requisition amounts included in the SEBs is the per-household cost multiplied by the average number of households estimated to be in the Service Area Boundary between 2025 and 2029, based on a 1% increase in the number of households each year

The maximum requisition costing developed for both of the SEBs builds on costing estimates developed for the Phase 2 Consultation on curbside services. The maximum requisition amount includes the contracted collection fee for each stream of waste, an estimated tipping fee charged based on average household weights of garbage and organic waste, program administration costs, promotional and educational costs, the cost of containers (inclusive of grant funding), and a 20% contingency. The 3-stream SEB for defined portions of Areas F and H includes an incentive from RecycleBC, which has an estimated value of \$91,665.79 (applied as a credit to the cost).

The contracted collection fee was estimated for each collection event for each stream of waste. Staff have spoken contacts in other municipalities and regional districts in the Province, as well as solid waste consultants in an effort to estimate a conservative and realistic collection fee. Staffing costs include inflationary assumptions as well as adjustments to the amount of staffing time required over time from program launch to stabilization of program administration over a 5 year time period (2025 – 2030). Tipping fees are estimated to increase by 5% from 2023 rates. Container costs are estimated based on bulk purchasing of manual style collection containers, and include grant funding for organics containers. Container costs have been amortized over a 10 year period.

The estimated 3-stream container costs are based on the following assumptions:

- 121 L Garbage container, with a wildlife locking mechanism, estimated to cost users \$100 per unit
- Recycling container size to be determined. Estimated costs of \$20 per unit
- 40 L Organics container, with a wildlife locking mechanism, estimated to cost users \$10 per unit, with remainder of costs covered under OICP and CBT grants

The estimated 2-stream container costs are based on the same assumptions, without the recycling container included.

Exact specifications and costs associated with containers will vary depending on results from a competitive bidding process, so costs are an estimation, and are meant to capture the higher range of potential costs, while being considerate of the user as to not over-inflate.

For the 3-stream service, the financial incentive that RecycleBC would pay to the RDCK is comprised of a base collection incentive that is connected to the service model selected, with fixed values for administration and education. This incentive reduces the estimated Recycling Contracted Collection Fee by 83%, and the cost of the service as a whole by 16%. The cost incentive categories have been applied to the line items within the costing estimate prior to applying the contingency amount of 20%.

Staff have updated previous costing to more accurately estimate staff administration and overhead requirements, and set collection fees in at the top of the range for recent, comparable service models and number of serviced households in similar jurisdictions. The amounts used for the Phase 2 Consultation and the SEBs differ due to refinements to the cost estimates.

The RDCK would strive to provide the service at the lowest possible cost, based on a competitive bidding process for collection services and collection infrastructure. The true value of the service is higher than the maximum requisition amounts due to grant funding for bins, education and outreach material, and program coordination. The maximum requisition and amounts/per household costs are meant to provide a healthy buffer from anticipated inflation and increases in the price of procurement of collection infrastructure and supply of services, with a balanced approach to offering services at a reasonable price point for residents that only seeks to recover costs and remain viable into the future.

The maximum annual requisition amount for the SEB “Defined Areas of F and H Curbside Collection Service” is set at \$596,235.28 (2129 households X \$280.02). The maximum requisition amount for the SEB “Defined Area J Curbside Collection Service” is set at \$406,818.39 (1437 households x \$283.06)

The methods of cost recovery are consistent with the intention to have the service be fee-for-service. Only those who have access to the service will be charged for the service.

Prior to submission of the SEB to the Inspector of Municipalities, the bylaw and its components need to be included, or plan to be included, in the adopted 5-year financial plan. At this time, due to the uncertain nature of the services, the proposed Electoral Area Curbside Collection Services have not been included in the adopted 5-year financial plan. Staff are currently working to include the proposed service in the 2025 updates to the 5-year financial plan. The intent of the service is to have it be cost recovered through a Parcel Tax or User Fees, which includes program administration and additional overhead. The operations of the service are intended to be contracted, hence the contracted collection fees for each stream of waste.

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

FIRST, SECOND, and THIRD Reading of the two Service Establishment Bylaws presented is within the scope of the LGA. At such a time that the bylaws receive Third Reading, the bylaws, along with relevant information will be provided to the British Columbia Inspector of Municipalities for review, consideration, and statutory approval, if deemed appropriate. The approval by the Inspector of Municipalities will initiate the Assent Voting process for the two bylaws. The Service cannot be established without a result of a majority vote in favour of the Service. Should the approval of the electors be achieved, the Service Establishment Bylaws may be adopted by the Board, followed by submission of the Bylaws to the Ministry of Municipal Affairs for their records.

3.3 Environmental Considerations

The FIRST, SECOND, and THIRD Readings of the SEBs do not have any direct environmental considerations. However, the proposed service would support the RDCK’s goals of reducing household waste and diverting recyclable and compostable materials from the landfill. These efforts contribute to the RDCK reaching its Resource Recovery Plan goals, and the Organic Waste Diversion Strategy, which aim to save landfill capacity, reduce the impacts of landfill

leachate, and reduce landfill greenhouse gas emissions, predominantly methane produced from anaerobic decomposition of organic waste within the landfills.

3.4 Social Considerations:

The FIRST, SECOND, and THIRD Readings of the SEBs does not have any direct social considerations. However, residents within the Service Area Boundaries would be targeted with information for both the proposed service and the Assent Voting process should the Bylaws receive Third Reading and Statutory Approval. The service itself would increase access to waste disposal services, should it proceed. The RDCK perceives a benefit to all residents who are eligible to receive services, however not all residents will be supportive of the service, and may be unwilling to participate. The potential increased annual costs and change to how residents manage their waste may create social challenges.

3.5 Economic Considerations:

The FIRST, SECOND, and THIRD Reading of the SEBs does not have any direct economic considerations at this time. Should the Bylaw be brought to Assent Voting, detailed economic considerations will be identified, including impacts to local waste collection and disposal operations.

3.6 Communication Considerations:

Occurrence of FIRST, SECOND, and THIRD Reading of the SEBs will be included in the public engagement web-page at engage.rdck.ca for the Electoral Area Curbside Collection Consultation Project, as to update participants from the Phase 2 Consultation on progress and results of the service establishment process.

3.7 Staffing/Departmental Workplace Considerations:

The work associated with the Curbside SEBs is within work plans and scope of the Resource Recovery department and the Organics Coordinator. Corporate Administration is involved in the process and is anticipating the work associated with facilitating assent voting for these bylaws.

3.8 Board Strategic Plan/Priorities Considerations:

Proceeding with the FIRST, SECOND, and THIRD Reading of the Bylaws is consistent with the goals and objectives of the RDCK Resource Recovery Plan which guides solid waste management. This step in the Electoral Area curbside collection program is consistent with previous direction and plans for providing residents with the opportunity to participate in Assent Voting should the SEBs be read a THIRD time by the Board of Directors and be approved by the Inspector of Municipalities.

SECTION 4: OPTIONS & PROS / CONS

Recommendation 1:

Option 1.1: That the Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023 be read a FIRST, SECOND, AND THIRD time by content.

PROS:

- Consistent with direction previously received to bring a Service Establishment Bylaw for a 3-stream curbside collection services to Assent Voting (referendum) for defined portions of Electoral Areas F and H.
- Service Area is responsive to public feedback, logistical, and operational considerations.
- Maximum requisition value is within close range of previous costing estimates, and provides a reasonable buffer for contingency and unique nature of Electoral Area services (i.e. costs are set higher than average to account for variables that would increase costs).
- Allows staff to advance with submission of the Bylaw to the Inspector of Municipalities, once all relevant materials have been compiled.

- Maintains timelines for potential program implementation, and grant funding deadlines associated with procurement of collection containers, should the services pass through Assent Voting.

CONS:

- Projecting service into the year 2025 holds uncertainty, therefore there is always a chance that setting requisition amounts more than 12 months in advance of proposed services may not be reflective of the true cost at the time of receiving responses to the competitive bidding process.

Option 1.2: That the Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023 not be read a FIRST, SECOND, AND THIRD time by content.

PROS:

- If the Bylaw does not receive Third Reading, the committee may adjust the Service Establishment Bylaw or request staff to make adjustments.

CONS:

- Does not advance previous direction to bring forward a Service Establishment Bylaw for a 3-stream curbside collection service to Assent Voting in defined portions of Electoral Areas F and H.
- Decreases ability of staff to follow through with objectives within the RDCK Resource Recovery Plan.
- If direction is not provided to advance with the Service Establishment Bylaws and Assent Voting, grant funding for Electoral Area curbside collection services related to organics diversion will likely not be expended.

Recommendation 2

Option 2.1: That the Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023 be read a FIRST, SECOND, and THIRD time.

PROS:

- Consistent with direction previously received to bring a Service Establishment Bylaw for a 2-stream curbside collection services to Assent Voting (referendum) for defined portions of Electoral Area J.
- Service Area is responsive to public feedback, logistical, and operational considerations.
- Maximum requisition value is within close range of previous costing estimates, and provides a reasonable buffer for contingency and unique nature of Electoral Area services (i.e. costs are set higher than average to account for variables that would increase costs).
- Allows staff to advance with submission of the Bylaw to the Inspector of Municipalities, once all relevant materials have been compiled.
- Maintains timelines for potential program implementation, and grant funding deadlines associated with procurement of collection containers, should the services pass through Assent Voting.

CONS:

- Projecting service into the year 2025 holds uncertainty, therefore there is always a chance that setting requisition amounts more than 12 months in advance of proposed services may not be reflective of the true cost at the time of receiving responses to the competitive bidding process.

Option 2.2: That the Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023 not be read a FIRST, SECOND, and THIRD time.

PROS:

- If the Bylaw does not receive Third Reading, the committee may adjust the Service Establishment Bylaw or request staff to make adjustments.

CONS:

- Does not advance previous direction to bring forward a Service Establishment Bylaw for a 3-stream curbside collection service to Assent Voting in defined portions of Electoral Areas F and H.
- Decreases ability of staff to follow through with objectives within the RDCK Resource Recovery Plan.
- If direction is not provided to advance with the Service Establishment Bylaws and Assent Voting, grant funding for Electoral Area curbside collection services related to organics diversion will likely not be expended.

SECTION 5: RECOMMENDATIONS

RECOMMENDATION #1

That the Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023 be read a FIRST, SECOND, AND THIRD time by content.

RECOMMENDATION #2

That the Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023 be read a FIRST, SECOND, AND THIRD time by content.

Respectfully submitted,
Matt Morrison – Organics Coordinator

CONCURRENCE

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

ATTACHMENTS:

Attachment A: Service Establishment Bylaw for Defined Areas F and H Curbside Collection Service

Attachment B: Service Establishment Bylaw for Defined Area J Curbside Collection Service

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2933

A Bylaw to establish a service to provide curbside collection services for identified households in defined portions of Electoral Areas F and Area H.

WHEREAS the regional district may, by bylaw, establish service under the provisions of the *Local Government Act*.

AND WHEREAS the Board of the Regional District of Central Kootenay deems it expedient to establish a service for defined portions of Electoral Areas F and H to provide single-family residential curbside collection services of household garbage, food waste, and recycling in accordance with the 3-Stream Curbside Collection service.

AND WHEREAS pursuant to the *Local Government Act* participating area approval has been obtained by Assent Vote for defined portions of Electoral Areas F and H.

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

- 1 The Regional District hereby establishes a service within defined portions of Electoral Areas F and H, to be known as the “Defined Areas F and H Curbside Collection Service” for single-family residential curbside collection services of household garbage, food waste and recycling within the service area.

- 2 The participants to the service established under Section 1 of this bylaw shall be within defined portions of Electoral Areas F and H.

- 3 The boundaries of the service area established by this bylaw are the boundaries of Schedule A.

- 4 Pursuant to the *Local Government Act*, the annual cost of providing the service shall be recovered by one or more of the following:
 - (a) Fees and charges;
 - (b) Parcel Tax;
 - (c) Revenue raised by other means; or
 - (d) Revenue received by way of the agreement, enterprise, gift, grant or otherwise.

- 5 The maximum amount that may be requisitioned annually for this service shall not exceed \$596,235.28.

6 This Bylaw may be cited as **“Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023.”**

READ A FIRST TIME this [Date] day of [Month] , 20XX.

READ A SECOND TIME this [Date] day of [Month] , 20XX.

READ A THIRD TIME this [Date] day of [Month] , 20XX.

I hereby certify that this is a true and correct copy of the **“Defined Areas F and H Curbside Collection Service Establishment Bylaw No. 2933, 2023** as read a third time by the Regional District of Central Kootenay Board on the [Date] day of [Month] , 20XX.

Mike Morrison, Corporate Officer

APPROVE by the Inspector of Municipalities on the [Date] day of [Month] , 20XX.

ASSENT RECEIVED as per the *Local Government Act – consent by Assent Vote*

ADOPTED this [Date] day of [Month] , 20XX.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

Schedule A

Proposed 3 Stream Service For Portions of Areas H & F



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Legend

- Streets
- Cadastre
- Lakes
- Streams
- Electoral Boundaries
- Area H & F Service Area
- 2 Stream Service Addresses



Spatial Reference:
NAD 1983 UTM Zone 11N

0 1.3 2.5 5

Kilometers

Date: Monday, October 30, 2023

The mapping information shown are approximate representations and should be used for reference purposes only.

The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

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

NOTE: There are 2046 residences within the potential 3 stream coverage area.

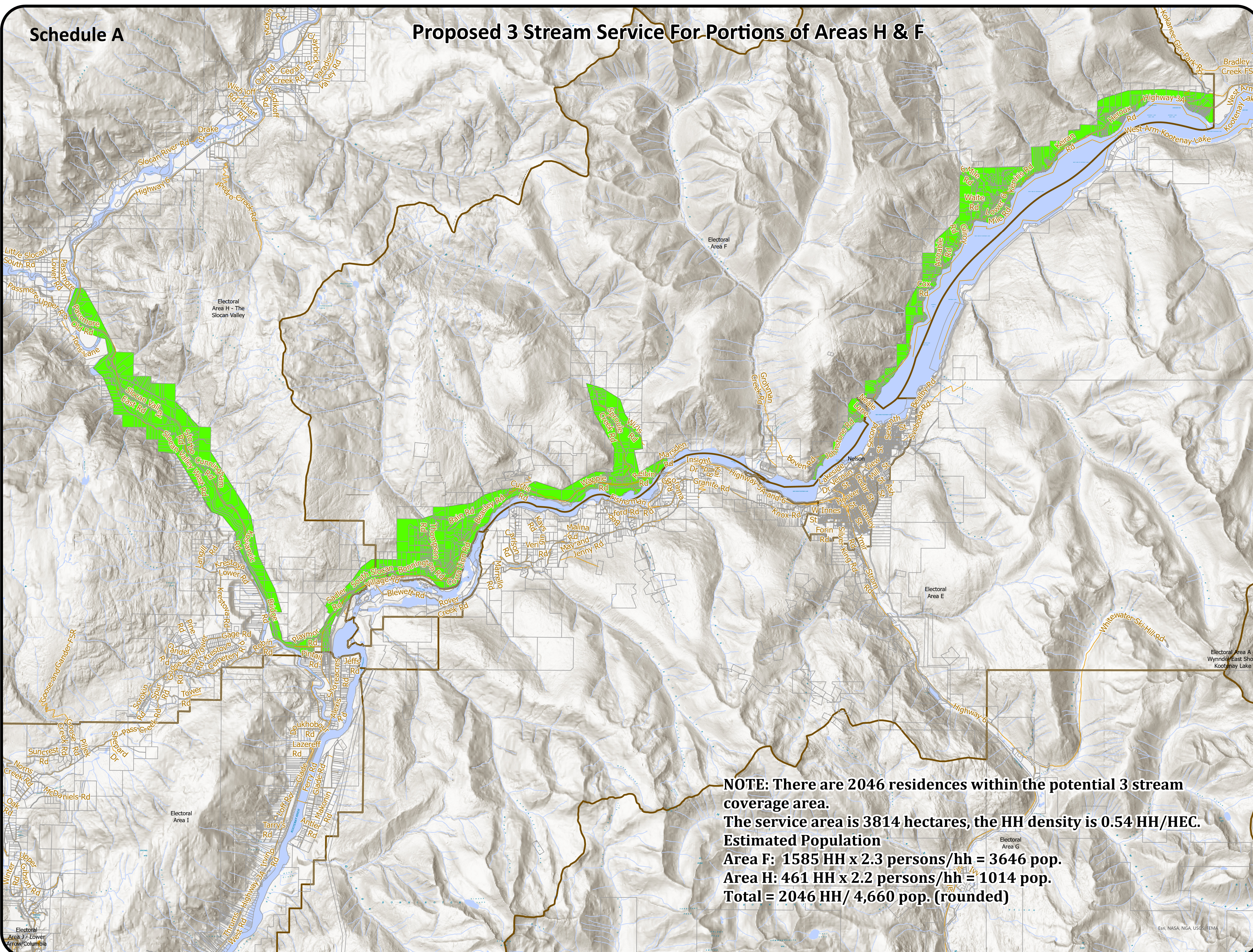
The service area is 3814 hectares, the HH density is 0.54 HH/HEC.

Estimated Population

Area F: 1585 HH x 2.3 persons/hh = 3646 pop.

Area H: 461 HH x 2.2 persons/hh = 1014 pop.

Total = 2046 HH/ 4,660 pop. (rounded)



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2934

A Bylaw to establish a service to provide curbside collection services for identified households in a defined portion of Electoral Area J.

WHEREAS the regional district may, by bylaw, establish service under the provisions of the *Local Government Act*.

AND WHEREAS the Board of the Regional District of Central Kootenay deems it expedient to establish a service for a defined portion of Electoral Area J to provide single-family residential curbside collection services of household garbage and food waste in accordance with the 2-Stream Curbside Collection service.

AND WHEREAS pursuant to the *Local Government Act* participating area approval has been obtained by Assent Vote for a defined portion of Electoral Area J.

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

- 1 The Regional District hereby establishes a service within a defined portion of Electoral Area J, to be known as the “Defined Area J Curbside Collection Service” for single-family residential curbside collection services of household garbage and food waste within the service area.
- 2 The participants to the service established under Section 1 of this bylaw shall be within a defined portion of Electoral Area J.
- 3 The boundaries of the service area established by this bylaw are the boundaries of Schedule A.
- 4 Pursuant of the *Local Government Act*, the annual cost of providing the service shall be recovered by one or more of the following:
 - (a) Fees and charges;
 - (b) Parcel Tax;
 - (c) Revenue raised by other means; or
 - (d) Revenue received by way of the agreement, enterprise, gift, grant or otherwise.
- 5 The maximum amount that may be requisitioned annually for this service shall not exceed \$406,818.39.

6 This Bylaw may be cited as “**Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023.**”

READ A FIRST TIME this [Date] day of [Month] , 20XX.

READ A SECOND TIME this [Date] day of [Month] , 20XX.

READ A THIRD TIME this [Date] day of [Month] , 20XX.

I hereby certify that this is a true and correct copy of the “**Defined Area J Curbside Collection Service Establishment Bylaw No. 2934, 2023.**” as read a third time by the Regional District of Central Kootenay Board on the [Date] day of [Month] , 20XX.

Mike Morrison, Corporate Officer

APPROVE by the Inspector of Municipalities on the [Date] day of [Month] , 2022.

ASSENT RECEIVED as per the *Local Government Act – consent by Assent Vote.*

ADOPTED this [Date] day of [Month] , 20XX.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

Schedule A

2 Stream Service for Portions Of Area J



REGIONAL DISTRICT OF
CENTRAL KOOTENAY

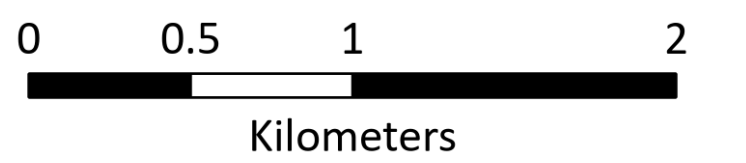
Legend

- Streets
- Cadastre
- Lakes
- Streams
- Electoral Boundaries
- 2 Stream Service Area
- 2 Stream Service Addresses

NOTE: There are 1381 residences within the potential 2 stream coverage area.
The service area is 1187 hectares, the HH density is 1.16 HH/HEC.
Estimated population is 3,314 based census Canada average of 2.4 residents per household for Electoral Area J.



Spatial Reference:
NAD 1983 UTM Zone 11N



Date: Wednesday, October 25, 2023

The mapping information shown are approximate representations and should be used for reference purposes only.

The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

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

Esri, NASA, NGA, USGS, FEMA



Committee Report

Date of Report: October 10, 2023
Date & Type of Meeting: November 15, 2023, Joint Resource Recovery Committee
Author: Akane Norimatsu/Travis Barrington, Resource Recovery Technician
Subject: CENTRAL SUB-REGION RECYCLING ANALYSIS
File: 12-6500
Electoral Area/Municipality Electoral Areas D, E, F & G, the City of Nelson and Village of Kaslo

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present an analysis of the Central Resource Recovery recycling services and use of depots by communities that provide curbside recycling collection services (the City of Nelson and Village of Kaslo).

SECTION 2: BACKGROUND/ANALYSIS

At the December 2019 meeting, the RDCK Board of Directors made the following resolution:

#845/19 *That in response to the November 13, 2019 letter from the City of Nelson regarding Refuse Disposal Service S187 - Curbside Recycling Collection the Board direct staff to reaffirm the impact of financial, staffing and other resources on the Central Resource Recovery Service for recycling, and based on these reviews a policy be developed to address fees and taxation for those communities providing their own recycling collection service;*

AND FURTHER, the policy be implemented post transition to Recycle BC, and known Industrial, Commercial and Institutional program.

The 2019 letter from the City is included as Attachment A for reference.

The RDCK transitioned its residential depot recycling program and launched a separate Industrial, Commercial and Institutional (ICI) recycling program in June 2020. Staff reviewed over two years of financial, operations, and collections data from the new depot program and curbside program data from the City of Nelson and Village of Kaslo.

Recycle BC Recycling Services

Recycle BC (RBC) is the designated Extended Producer Responsibility (EPR) program responsible for collecting and processing residential Packaging and Paper Product (PPP) in British Columbia. Curbside and depot recycling collection are both under the umbrella of RBC operations and are in part funded by contributions from RBC that are in turn sourced from participating producers that include retailers, grocers and other businesses operating in BC that supply PPP.

Contributions from RBC to depot operators are provided per tonne of recycling collected, with different rates for each material category. Curbside collectors receive a set annual amount for each house serviced. Rates differ based on collection type (manual versus automatic cart pickup) and whether paper products are collected separately from plastic and metal containers. Collectors that pick up glass at curbside receive a per tonne bonus and further per-household bonuses are available for curbside programs that collect more than 160 kg / household annually. More information can be found starting on page 18 of Attachment B – STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT and page 18 of Attachment C – STATEMENT OF WORK FOR DEPOT COLLECTION SERVICES. Both curbside and depot collectors also receive an additional education and administration top up for the each household served.

Since the RDCK transitioned depot service to the RBC program, curbside and depot collections have worked in tandem to provide residents with access to the complete array of recyclable materials in BC. Nelson and Kaslo's curbside programs collect the RBC paper and containers categories co-mingled; neither program collects glass so residents must use a nearby depot to recycle that category as well as flexible plastics (previously two categories: plastic bags & overwrap, and other flexible plastic packaging), coloured foam and white foam.

City of Nelson Curbside Collection

The City of Nelson operates an in-house curbside service collecting garbage and recycling bi-weekly. Garbage is collected in bags that must have an attached tag (purchased in books of 10 for \$17.50) and recycling collected loose from bins. Both streams are collected manually and tipped at Grohman Narrows Transfer Station for compacting and further transport: garbage to the Ootischenia Landfill and recycling to the RBC Designated Post-Collection Facility in Trail. Compactor bins of recycling are hauled to Trail by Green For Life (GFL), the service is paid for largely by the RDCK and in small part by RBC. The curbside collection statement of work (Attachment B) stipulates that for any post-collection facility that is further than 60km from the boundary of the curbside service area the collection contractor is not required to deliver recycling to the facility except on mutually acceptable terms. GFL has determined that the Trail facility is 80km from this boundary and therefore RBC funds the transportation of this bin for the last 20km of the trip, or 25% of the total, and the RDCK pays the rest. In most other curbside programs the collector performs or pays for this transportation.

Nelson's curbside program serves over 4,094 households (2022 figure), this includes single-family houses and multi-family buildings up to fourplexes. Multi-family housing with greater than four units is not served. The 2021 census lists Nelson as having 5,358 households with 4,992 permanently occupied. A summary of the performance of the City's curbside program can be found below in Table 1.

Village of Kaslo Curbside Collection

Collection in the Village was contracted to Kootenay Waste Services (KWS) before their sale to GFL. KWS has recently returned as the service provider. Garbage is collected weekly in tagged bags (price tied to RDCK bag disposal rate) and recycling collected co-mingled, bi-weekly in open bins; both are collected manually. Garbage is hauled to the Kaslo Transfer Station and recycling is hauled to the post-collection facility in Trail. The Village's contract includes curbside collection service plus the cost of hauling the first 60km to Trail while hauling the remaining distance is paid for by RBC.

In 2021 the service collected from 582 households. The census lists 583 households in Kaslo with 526 permanently occupied. A summary of the performance of the Village's curbside program can be found below in Table 1.

RDCK Depot Recycling

The RDCK operates 12 principal depots (CORE Depots) and nine SATELLITE depots through a depot collection statement of work with RBC. There are four CORE and four SATELLITE depots in the Central SR, each CORE depot has a single associated SATELLITE (i.e. Nelson Lakeside and Grohman Narrows, Kaslo and Marblehead, Balfour and Kokanee Marina, and Salmo and Ymir). All depots accept the recycling materials collected in curbside programs plus glass materials. CORE depots also accept Styrofoam and flexible plastics, and Nelson Lakeside, Salmo, and Kaslo also collect ICI cardboard.

Recycle BC funds a portion of depot operations through financial contributions paid per tonne of material collected as well as an education top up per household that is served exclusively by a depot. It is assumed that curbside serviced households utilize depots to recycle additional categories but households only count towards this figure if they are within a certain distance of a depot and do not receive curbside collection.

Table 1 below displays a comparison of data from Recycle BC’s complete provincial network of residential recycling collection, all residential recycling collection for the entire RDCK, and curbside collection in the City of Nelson and Village of Kaslo. Industrial, commercial, institutional (ICI) tonnages are not included.

Table 1: Annual Recycling Tonnage Comparison by Household

Recycle BC Provincial Total	2021	All Recycling	Curbside and Multifamily Collection	Depot Collection
Recycling Tonnage (kg)		229,922,000	189,000,000	40,922,000
Households Served		2,028,000	1,586,000	442,000
Tonnage per Household (kg)		113	119	93
City of Nelson	2021			
Recycling Tonnage (kg)		273,560	273,560	-
Households Served		4,094	4,094	-
Tonnage per Household (kg)		67	67	-
Village of Kaslo	2021			
Recycling Tonnage (kg)		23,044	23,044	-
Households Served		582	582	-
Tonnage per Household (kg)		40	40	-
RDCK	2021			
Recycling Tonnage (kg)		2,988,000	954,480	2,033,520
Households Served		28,006	11,762	16,244
Tonnage per Household (kg)		107	81	125

**ICI tonnages are not included.*

Curbside recycling collected per household in the Kaslo and Nelson programs is significantly lower than the provincial average. Nelson’s annual tonnages significantly increased between 2019-2021, attributed to their transition to a blue bin collection system in 2020. Depot collection in the RDCK program is significantly higher per household compared to the province average over the same time. This suggests depot collection data for the RDCK is likely not representative solely of households without curbside collection but all households with access to a nearby depot. The number of curbside and multifamily households in the RDCK are estimated by subtracting

the RDCK's depot only households from the 2021 census count of occupied households in the district and include curbside households in Nelson, Kaslo, Castlegar, Nakusp and Electoral Areas H, I and J.

Recycling depot collection data for the Central SR is summarized in Table 2 below.

Table 2: Central Sub-region Recycling Depot Collection Summary 2022

Central SR022	Recycling Collected by Category (kg)								
	Paper & Cardboard	Containers	*Glass	*Flexible Plastics	*Styrofoam	ICI OCC	All Categories	Non Curbside % of Total	ICI % of Total
Nelson Lakeside	223,393	59,572	79,271	17,359	4,463	108,110	492,168	21%	22%
Grohman Narrows	161,768	23,167	39,044	-	-	-	223,978	17%	0%
Kaslo	37,116	13,689	18,296	3,746	812	22,280	95,938	24%	23%
Marblehead	6,550	2,228	2,261	-	-	-	11,040	20%	0%
Balfour	71,172	18,331	10,468	5,499	1,440	-	106,909	16%	0%
Kokanee	23,724	8,235	10,895	-	-	-	42,855	25%	0%
Salmo	46,629	17,398	10,858	2,238	613	7,270	85,005	16%	9%
Ymir	5,181	2,372	1,768	-	-	-	9,321	19%	0%
TOTAL	575,533	144,992	172,861	28,842	7,328	137,660	1,067,215	20%	13%

**Non-Curbside category materials*

As Table 2 indicates, the residential categories that are NOT accepted through curbside collection service comprise close to and/or more than 20% of total recycling collected at Nelson Lakeside, Grohman Narrows and Kaslo recycling depots. Moreover it was found that non-curbside and ICI materials combined accounts for 43% and 47% of total recycling tonnage collected from the Nelson area and Kaslo depots, respectively. Almost all ICI recycling received at RDCK depots is generated from businesses and institutions located within municipalities. This tonnage data demonstrates that almost half of the materials being recycled at these depots are not eligible for curbside collection; therefore these recycling depots provide a significant value to the municipalities' residents and businesses who must rely on them to ensure these materials get recycled.

2023 Nelson and Kaslo Area Recycling Depot and Transfer Station User Surveys

In 2023, a survey was conducted at Lakeside Recycling Depot, Grohman Narrows Recycling Depot/Transfer Station, and Kaslo Recycling Depot/Transfer Station. The purpose of the survey was to identify what percentage of depot users have access to a curbside collection service and to gain an understanding of why those with curbside service were using the facilities. The site users were asked the following questions,

- Whether they reside in a rural area or in an urban area with curbside collection service;
- If they had access to curbside collection services, they were asked the follow up questions:

- 1) For WASTE: whether the waste they were bringing could be picked up by their curbside collection service or if they were bringing additional items above and beyond what their curbside service would take (e.g. larger items, more bags than allowed, etc.).
- 2) For RECYCLING: whether the recycling materials that they were bringing included materials eligible for curbside collection or if they were bringing non-curbside eligible items only (i.e. glass, flexible plastics, Styrofoam).

The data from Kaslo Recycling Depot/Transfer Station was collected only from May through the end of June 2023, and the data from both Grohman Narrows Recycling Depot/Transfer Station and Lakeside Recycling Depot was collected from May through the end of August 2023. All of the data was collected by the RDCK’s Recycling and Waste Educators (RWEs) and site users were randomly selected and surveyed while there were two staff members working at the facilities.

Tables 3 and 4 below display the final results (from May to Aug) of the survey.

Table 3: 2023 Recycling Depot User Survey Results

Location	Total Surveyed	Rural Users (%)	Urban Users (%)	% of urban users using Depot only for recyclables not eligible for curbside collection (glass, flexible plastics, styrofoam)
Kaslo	560	53	47	33
Grohman	4819	61	39	38
Lakeside	12754	39	61	66

Table 4: 2023 Transfer Station User Survey Results

Location	Total Surveyed	Rural Users (%)	Urban Users (%)	% of urban users using TS only for MSW not suitable for curbside collection (larger volumes, bulky items, etc.)
Kaslo	1481	62	38	55
Grohman	15797	57	43	45

Analysis of the data indicated that all three recycling depots and both transfer stations are well used by residents who reside in urban areas where curbside collection services are available. The increased proportion of urban users using the recycling depots at Grohman Narrows and Kaslo for all recyclables compared to Lakeside is likely reflective of the increased convenience of having both recycling and transfer station in one location.

Feedback from the urban users participating in the survey included that:

- using CORE recycling depots is easier and more convenient than curbside service as all recyclables are accepted;
- challenges with curbside service included: rejection of materials, infrequent pickups, pickup schedule is not convenient or frequent enough, and bear safety; and,
- multi-family units in Nelson do not have access to the curbside pickup service, therefore those residents must use nearby recycling depots for all materials.

The recycling data summarized above demonstrates similar use of the Kaslo, Lakeside, and Grohman Narrows recycling depots by municipal and rural residents alike. Analysis of expenses and funding in Section 3.1 below further suggests equitable services.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No Financial Plan Amendment: Yes No
 Debt Bylaw Required: Yes No Public/Gov't Approvals Required: Yes No

The Village of Kaslo and City of Nelson staff provided budgetary values described below. It should be noted it was not clear if overhead costs, bin replacement, and reserve contributions were incorporated.

Village of Kaslo Curbside Operations

Upon request the Village of Kaslo provided operation expenses for their curbside recycling service from 2021 (Table 5). Village staff stated operating expenses were similar in 2022, but they expected expenses to increase to approximately \$26,000 in 2023. Collection is provided under contract and includes pick up of bins from 582 households and transportation of the first 60 km for recycling to the receiving facility in Trail. Contributions from RBC total a \$37.40 per household financial incentive plus a \$3.50 per household administration / education top up. Due to these contributions the curbside program appears to be self-funded and may result in revenue.

Table 5: Village of Kaslo Curbside Recycling Expenses Summary

Village of Kaslo	2021
Households Served	582
Recycling Tonnage (kg)	23,044
Operating Expenses	\$ 18,250.00
Revenue from Recycle BC Contributions	-\$ 23,772.00
Total Expense	-\$ 5,522.00

City of Nelson Curbside Operations

The City of Nelson has provided budget figures from 2022 and 2023 for their curbside recycling collection service (Table 6).

Table 6: City of Nelson Recycling Curbside Collection Budget Summary

City of Nelson	2022 Budget	2023 Budget
Households Served	4,094	4,094
Recycling Tonnage (kg)	-	-
Operating Expenses	\$147,000	\$150,500
Revenue from Recycle BC Contributions	-\$163,492	-\$176,247
Total Expense	-\$16,492	-\$25,747

As recycling and garbage is collected on the same day by City of Nelson the staff, equipment, labour and material costs in the table above are recycling only assumed to be shared 50% each of the total costs for garbage and recycling collection. City of Nelson reported receiving an RBC incentive of \$163,492 in 2022. Based on the RBC curbside collection statement of work (Attachment B) RBC's 2023 incentive to the City is anticipated to total

\$176,247, calculated as follows: 4,094 households served multiplied by \$38.80 per household for single-stream manual collection plus an additional \$3.50 administration and \$0.75 education top up per household. Depending on assumptions noted above regarding the division of cost for managing garbage vs. recycling in the dual stream collection system it appears the City of Nelson’s curbside collection service is also self-funded with some additional revenue.

RDCK Central Sub-Region Recycling

Recycling expenses in Central sub-region totaled \$856,346 in 2022. This includes the depot operating expenses, as well as additional overhead costs such as administration and lead hand salaries, education, advertising, debt repayments, and contributions to reserves. These costs for 2022 are summarized below in Table 7. Overhead costs are allocated to each site based on the percent of materials handled at each respective site (calculated using the 2022 tonnages). The property lease at the Nelson Lakeside depot is paid directly to the City of Nelson.

Table 7: Central Sub-Region Recycling Depot Expenses

2022	Overhead	ICI / Satellite Hauling	Staffing	Property Lease	Maintenance	Gross Expenses	RBC Incentive	Net Expenses
Nelson Lakeside	\$108,751	\$59,757	\$114,442	\$51,836	\$5,588	\$340,373	-\$77,564	\$262,809
Grohman Narrows	\$49,491	\$39,406	\$89,918	\$ -	\$3,700	\$182,515	-\$21,984	\$160,531
Nelson Sub-Total	\$158,242	\$99,163	\$204,360	\$51,836	\$9,288	\$522,888	-\$99,548	\$423,340
Kaslo	\$21,199	\$28,711	\$24,287	\$ -	\$3,468	\$77,666	-\$17,371	\$60,295
All Central Depots	\$235,815	\$177,026	\$361,167	\$64,436	\$17,903	\$856,346	-\$154,495	\$701,851

As Table 7 above indicates, \$423,340 was the net expense to operate the Lakeside and Grohman Narrows recycling depots in 2022. This consists of 60% of the total net expenses for depots across the entire Central sub-region. On the other hand, the net expense to operate Kaslo recycling depot (\$60,295) was 8.6% of the total net expenses.

Curbside recycling collected by the City of Nelson is tipped into a compactor bin at the Grohman Narrows Transfer Station. This bin is then hauled to the GFL receiving facility in Trail for further compaction. Hauling is paid for by the RDCK. The value of this service and an estimate of the annualized value of RDCK staff time and equipment utilized when loading and hosting the compactor is summarized in Table 8 below (excl. cost of financing).

Table 8: Summary of Annual Services Provided to City of Nelson Curbside Collection at Grohman Narrows

City Of Nelson Curbside Related Operational Costs	
Compactor Bins and Equipment	\$ 18,071
Retaining Wall Construction	\$ 8,900
Staffing and Operations	\$ 5,000
Compactor Maintenance	\$ 3,500
Compactor Bin Hauling (2022)	\$ 17,940
Annual Total	\$ 53,411

Valuation of Recycling Depot Services

Residents in single-family dwellings in the City of Nelson and Village of Kaslo receive municipal curbside collection of recycling. This service does not collect all of the material that can be recycled through the RBC program and there is no municipally-provided ICI recycling. The depots at Nelson Lakeside, Grohman Narrows and the Kaslo Transfer Station are required for residents in the municipalities and surrounding areas to have a complete recycling service. Table 9 below is a summary of the estimated annual value of the services provided at the above depots to municipal residents and businesses in 2022.

Table 9: Estimated Annual Valuation of Depot Recycling for Municipal Residents and Businesses in 2022

	Overhead	ICI / Satellite Hauling	Staffing	Property Lease	Maintenance and Operations	RBC incentive	Total Value
Lakeside	\$ 66,338	\$ 59,757	\$ 69,809	\$ 31,620	\$ 3,408	-\$ 47,314.06	\$ 183,619
Grohman	\$ 19,301	\$ 15,368	\$ 35,068	\$ -	\$ 54,854	-\$ 8,573.63	\$ 116,018
Nelson Total	\$ 85,639	\$ 75,125	\$ 104,878	\$ 31,620	\$ 58,262	-\$ 55,888	\$ 299,637
Kaslo	\$ 9,963	\$ 28,711	\$ 11,415	\$ -	\$ 1,630	-\$ 8,164.20	\$ 43,556

Most of the values in Table 9 were calculated by applying the percent urban user-ship (as determined by the user survey) to the net depot expenses calculated for 2022 in Table 7 (i.e. Lakeside: 61%, Grohman: 39%, Kaslo: 47%). Exceptions to this include:

- 100% of the services provided at Grohman Narrows for the City of Nelson summarized in Table 8 are included in “Maintenance and Operations” cost.
- 100% of the ICI hauling expenses at the locations that accept ICI recycling (Lakeside and Kaslo) are allocated to the respective municipality as these materials are predominantly generated by businesses and institutions located within the municipalities

Based on the valuations above, it is estimated that City of Nelson residents received approximately \$299,637 of recycling services from the two Nelson-area depots. The Village of Kaslo residents benefitted from an estimated \$43,556 of recycling services from the Kaslo depot.

Additional Value Considerations

In addition to the valuation in Table 9, the Nelson Leafs household hazardous waste (HHW) eco-depot provides valuable services to City of Nelson residents. The Nelson Leafs depot expenses in 2022 totaled \$155,695. This service is fully tax funded, with equal contributions from all Central sub-region residents; however based on its location, City of Nelson residents receive far more access to and value from this service than other residents in the Central sub-region.

Municipal Contributions to Recycling Through Taxation

Service S187 Central Resource Recovery is partially funded by taxation from the Central RDCK municipalities of Nelson, Kaslo, and Salmo and Electoral Areas D, E, F and G. In 2022 the City of Nelson provided approximately 48% of this taxation revenue, the Village of Kaslo contributed 3.6%. The total net expenses for A117 Central Recycling, which is fully funded by taxation, was \$701,851 in 2022. Using the percentages above the City of Nelson’s contribution to A117 in 2022 would have been \$335,485 and the Village of Kaslo was \$25,267.

Other Considerations

Significant site works are in development to expand the Grohman Narrows Transfer Station and recycling depot in order to increase its capacity to serve all area residents and businesses, and allow for closure of the Lakeside depot. This will create more efficient depot operations and lower annual expenses. Interest and principal payments to pay the borrowing required for this expansion will be part of the 2024 A117 budget and estimated at over \$150,000 annually and are currently estimated to offset the reduction of operational costs. However, capital cost are still undetermined, therefore future Nelson area recycling service costs may change as a result. Further, the Kaslo Transfer Station may host in the future a bin for reloading recyclables generated through the Kaslo curbside recycling collection services program.

Summary of Financial Analysis

City of Nelson

- Based on the 2022 data presented above, the City of Nelson contributed \$335,485 towards the operations of the two recycling depots that service its residents and businesses, and benefitted from recycling services at an estimated value of \$299,637 in that same time period.
- While the City of Nelson contributed more in taxes than this valuation of services, Nelson residents receive greater access to other fully tax-funded services, such as the HHW eco-depot, than other residents of the Central sub-region.

Village of Kaslo

- Based on the 2022 data presented above, the Village of Kaslo contributed \$25,267 towards the operations of the recycling depot that services its residents and businesses, and benefitted from recycling services at an estimated value of \$43,556 in that same time period.
- Therefore the Village of Kaslo received more value in services than what was contributed through taxes in 2022.

Additionally, both municipalities benefit from an RBC incentive model that is not equitable between urban and rural customers. Both municipalities recycling programs appear to generate a surplus upon receiving the RBC incentive; however both municipalities currently also rely on the recycling services provided by the RDCK for residents and businesses to have access to more comprehensive recycling services.

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

N/A

3.3 Environmental Considerations

N/A

3.4 Social Considerations:

The recycling services that the RDCK provides are beneficial to all residents and business owners in both urban and rural settings.

3.5 Economic Considerations:

The generation of this report required several hundreds of hours of staff time. Alone the survey of residents is estimated to have required in excess of 600 hours of staff time. Staff recommends that careful consideration of cost is given in future direction for statistical analysis of service cost.

3.6 Communication Considerations:

N/A

3.7 Staffing/Departmental Workplace Considerations:

N/A

3.8 Board Strategic Plan/Priorities Considerations:

A number of the RDCK strategic plan objectives are applicable to this assessment, including:

- *To Manage our Assets and Operations in a Fiscally Responsible Manner*
- *To Strengthen our Relationships with our Community Partners*

SECTION 4: OPTIONS & PROS / CONS

None at this time.

SECTION 5: RECOMMENDATIONS

For information only.

Respectfully submitted,

Akane Norimatsu – Resource Recovery Technician

CONCURRENCE

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

ATTACHMENTS:

Attachment A: November 13, 2019, City of Nelson, Letter regarding Refuse Disposal Service S187 - Curbside Recycling Collection

Attachment B: RBC STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

Attachment C: RBC STATEMENT OF WORK FOR DEPOT COLLECTION SERVICES



November 13, 2019

Central Resource Recovery Committee
Attention: Chair Tom Newell
Regional District of Central Kootenay
PO Box 590
202 Lakeside Drive
Nelson BC V1L 5R4

Re: Refuse Disposal Service (Service No. 187) - Curbside Recycling Collection

Dear Mr. Newell,

On behalf of the City of Nelson Council, I write to the Regional District of Central Kootenay's (RDCK) Central Resource Recovery Committee (CRRC) with regard to curbside recycling services. As the CRRC is aware, the City of Nelson participates in the Regional District's Refuse Disposal Service (Service No. 187). Last year, the City of Nelson withheld approximately \$170,000 in funding for Service No. 187 due to inequities arising out of the recycling program. As those inequities have been discussed at length and in previous correspondence from the City to the CRRC, we will not repeat them here.

We understand that that the RDCK has recently negotiated an agreement with RecycleBC to participate and be funded through the provincial program, and further that, each Resource Recovery Committee has made separate decisions on what level of service they will provide based on the new agreement with RecycleBC.

In light of these developments, and in the spirit of collaboration, on October 21, 2019, City Council passed the following resolutions:

THAT Council approve the release of \$170,000 that the City has withheld in taxation for Service 187.

And,

THAT a letter be sent to the Central Resource Recovery Committee requesting that they review how those communities that are collecting recycling at the curbside are being taxed for recycling services;

AND THAT the City request include:

- 1. That the RDCK reaffirm the impact of financial, staff and other resources on the Central Resource Recovery Service for recycling services (The RDCK has estimated that 30% of Nelson's recycling goes directly to Grohman Narrows or Lakeside Depot).*
- 2. That based on these reviews, a policy be developed by the RDCK addressing fees and taxation for those communities providing their own recycling collection services.*
- 3. That this policy be implemented as part of the CRRC 2020 budget.*
- 4. And finally, that the RDCK consider creating a separate recycling service.*

Please accept this letter as a formal request with respect to the items addressed in City Council's resolution. We look forward to seeing the CRRC and the RDCK make progress on these matters and expect to be kept up to date on such progress. The City values its partnership with the RDCK and looks forward to continued collaboration in providing valuable and efficient services to area residents.

Sincerely,



John Dooley
Mayor, City of Nelson

Copies: City of Nelson Council
 City of Nelson City Manager Kevin Cormack
 City of Nelson Chief Financial Officer Colin McClure
 RDCK Chief Administrative Officer, Stuart Horn

SCHEDULE 2.1(a)
STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between [redacted] (“**Contractor**”) and MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) made as of [redacted] (the “**Agreement**”). The effective date of this Statement of Work (the “**SOW Effective Date**”) is [redacted].

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

“**Agreement**” has the meaning set out on the first page of this Statement of Work.

“**Container**” means any reusable bin, box, tote, bag, open container or cart acceptable to Recycle BC used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work but, for the avoidance of doubt, does not include single-use bags.

“**Corrugated Cardboard**” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

“**Curb**” or “**Curbside**” means a location within one metre of a Public Street or Private Road.

“**Curbside Collection**” has the meaning set out in Section 2.1.

“**Curbside Household**” means a self-contained dwelling unit providing accommodation to one or more people, including (i) single-family dwellings, (ii) buildings with up to four suites and (iii) rowhouses and townhouses, in each case where the resident of each unit is expected to individually deliver In-Scope PPP to the Curb for collection.

“**Curbside Household Baseline**” has the meaning set out in Attachment 5.

“**Customer**” means residents of Curbside Households within the Service Area.

“**Designated Post-Collection Facility**” means the facility at which Contractor delivers Contractor-collected In-Scope PPP to the Designated Post-Collection Service Provider.

“**Designated Post-Collection Service Provider**” means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

“**In-Scope PPP**” means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

“**Industrial, Commercial and Institutional**” or “**ICI**” means any operation or facility other than a Curbside Household, including but not limited to industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“Missed Collection” means any failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer’s scheduled collection day by the appointed set out time.

“Not Accepted Materials” means, collectively, any material that is not PPP (as that term is defined in the Agreement).

“Private Road” means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

“Public Street” means a public right-of-way used for public travel, including public alleys.

“Service Area” means the geographic area delineated in Attachment 2.1.1.

“Service Commencement Date” means [●].

“SOW Effective Date” has the meaning set out on the first page of this Statement of Work.

“SOW Services” has the meaning set out in Section 2.

“SOW Term” has the meaning set out in Section 4.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the **“SOW Services”**):

2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2.1 (**“Curbside Collection”**) and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Curbside Households in the Service Area.
- (b) Changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline and subject to Sections 2.1.2(g) and 2.1.4(e), Contractor is obligated to provide Curbside Collection from all Curbside Households in the Service Area.

- (d) Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.
- (e) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in the Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the “**Determined ICI Amount**”). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

- (a) Contractor will collect (i) all In-Scope PPP from all Customers that is placed in Containers (including both Contractor-provided and Customer-owned Containers) and (ii) any Corrugated Cardboard that is flattened and stacked by the Customers’ Container (or stacked alone if no Container is present).
- (b) Materials collected by Contractor may not contain more than 3% by weight of Not Accepted Materials. Loads exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (c) Materials collected by Contractor may not contain (i) any packaging containing hazardous or special waste or (ii) Categories 4, 5 or 9.
- (d) If Contractor collects In-Scope PPP in multi-stream, Contractor must ensure that:
 - (i) loads of Categories 1, 2 and 3(b) do not contain more than 1% by weight of Categories 3(a), 6 and 7; and
 - (ii) loads of Categories 3(a), 6 and 7 do not contain more than 3% by weight of Categories 1, 2 and 3(b).
- (e) Subject to Section 2.1.2(h), Contractor must ensure that loads of Categories 1, 2, 3(a), (3(b), 6 and 7 (whether collected in a single stream or a multi-stream) do not contain more than 3% by weight of Category 8.
- (f) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor must ensure that such material stream does not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Category 8 exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (g) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from

Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

- (h) If immediately prior to the SOW Effective Date Contractor (i) did not provide Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will not be required to comply with Section 2.1.2(e) until the six month anniversary of the Service Commencement Date. If Contractor is not in compliance with Section 2.1.2(e) by the six month anniversary of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to reduce the quantity of Category 8 to the required level. Following approval of the remediation plan by Recycle BC, Contractor will use its best efforts to implement the plan and provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If Contractor is not in compliance with Section 2.1.2(e) within 90 days after implementing the remediation plan, Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to achieve the stated objective.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)) at the Curb along the collection vehicle route, which may be a Public Street or a Private Road.
- (c) Subject to Section 2.1.3(d), Contractor will perform Curbside Collection from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than bi-weekly.
- (d) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor will collect Category 8 from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than once every month.
- (e) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of carts, with their lids closed) in their set out location in an orderly manner. The location of returned Containers should not block sidewalks, driveways, or on street parking.
- (f) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

- (a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will, at Contractor's cost, provide Containers to each Curbside Household in the Service Area that provide Customers with sufficient volume to accommodate In-Scope PPP generated by Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Curbside Households or geographical areas are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to any new Curbside Households added to the Service Area at least ten Business Days prior to the start date provided by Recycle BC.
- (c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Container to a requesting Customer within seven Business Days of the Customer's initial request.
- (d) If any Customers choose to provide their own Containers, Contractor will handle the Customer-owned Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the replaced Container. In the event that the problem continues, Contractor may discontinue service to that Customer provided Recycle BC provides prior written approval.
- (f) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Containers that meet the requirements set out in this Agreement to each Customer in the Service Area at least ten Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.
- (g) Contractor may not collect In-Scope PPP in single-use bags.
- (h) If Contractor proposes to change the type of Container it uses for Curbside Collection in the Service Area, Contractor will submit a detailed transition plan to Recycle BC a minimum of six months prior to the scheduled or planned change. Any change to the type of Containers used for Curbside Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.

2.1.5 Designated Post-Collection Facility.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility as soon as possible thereafter and will store such In-Scope PPP during the interim in

a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.

- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, Contractor must (i) unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7 and (ii) unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), in each case as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit.
- (d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including but not limited to instructions and procedures pertaining to health and safety, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.
- (e) If Contractor is scheduled to collect In-Scope PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- (f) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.
- (g) If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within 60 kilometers from the Service Area boundary at the point of least distance to Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider. If the Designated Post-Collection Service Provider has used commercially reasonable efforts to locate the Designated Post-Collection Facility within such area but is unable to do so, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.
- (h) Recycle BC may change the location of the Designated Post-Collection Facility upon 30 days' written notice. If Recycle BC changes the location of the Designated Post-Collection Facility such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(f) or (g), as the case may be, such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).

- (i) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC in its sole discretion, including without limitation if Contractor has failed to comply with such conditions or procedures.
- (j) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 3% by weight of Not Accepted Materials or contains any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or Recycle BC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will immediately notify the Recycle BC-designated spill coordinator of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used for collection services outside the Service Area or for any other use if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

2.1.8 Pilot programs.

- (a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in the Service Area. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following services:

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a 24 hour emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.
- (b) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the

implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of In-Scope PPP. Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."
- 2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.
- 2.3.4 Except for logos of the applicable local government, Recycle BC, Contractor or any sub-contractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Container in any manner whatsoever, including stickers and hot stamps.
- 2.3.5 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

- 2.4 Transition and Implementation Services. If immediately prior to the SOW Effective Date Contractor (i) did not perform Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for

implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection:
- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements.
- 3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;
 - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;
 - (c) maintain such other records as may be requested by Recycle BC. including:

- (i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
 - (iii) notices left for Customers;
- (d) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;
- (e) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of the greenhouse gas emissions associated with the performance of Curbside Collection; and
- (f) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

- (a) At Recycle BC's discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.
- (b) All loads must be documented by Contractor or the Designated Post-Collection Service Provider, as the case may be, in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**"). Claim Information with respect to any delivery of In-Scope PPP to the Designated Post-Collection Facility must be submitted within 10 Business Days of the delivery date.
- (c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within five days of the claim summary being issued.
- (d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the

contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).

- (e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until [●]. Recycle BC may extend this Statement of Work for up to two further periods of one year each by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the “**SOW Term**”.

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge, any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor’s performance of the SOW Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor’s vehicles at the Designated Post-Collection Facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Facility caused by Contractor.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

[CONTRACTOR]

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Recycle BC)

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

SAMPLE

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA**

1. Under this Statement of Work, the initial Curbside Household Baseline will be [●].
2. The Service Area is:

[Note: When the SOW is executed, Attachment 2.1.1 will include a description of the geographic area to be serviced with Curbside Collection by Contractor.]

SAMPLE

**ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)
IN-SCOPE PPP**

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- PPP in Category 8, segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

SAMPLE

**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES**

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in the Service Area.	\$5,000 per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
3	Failure to separate In-Scope PPP collected from Curbside Households in the Service Area from materials collected outside of the Service Area without prior written approval from Recycle BC.	\$5,000 per route, plus \$3,000 per month (pro-rated in the case of a partial month) until the Service Level Failure has been remedied or a request for approval has been approved in writing by Recycle BC.												
4	If the Curbside Household Baseline does not exceed 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:</p> <table border="1" data-bbox="997 1341 1352 1593"> <thead> <tr> <th data-bbox="997 1341 1192 1434">Curbside Household Baseline</th> <th data-bbox="1198 1341 1352 1396">Per Load Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="997 1442 1192 1472">10,000-25,000</td> <td data-bbox="1198 1442 1352 1472">\$5,000</td> </tr> <tr> <td data-bbox="997 1480 1192 1509">5,000-9,999</td> <td data-bbox="1198 1480 1352 1509">\$3,750</td> </tr> <tr> <td data-bbox="997 1518 1192 1547">2,500-4,999</td> <td data-bbox="1198 1518 1352 1547">\$2,500</td> </tr> <tr> <td data-bbox="997 1556 1192 1585">499-2,499</td> <td data-bbox="1198 1556 1352 1585">\$1,250</td> </tr> <tr> <td data-bbox="997 1593 1192 1623">0-499</td> <td data-bbox="1198 1593 1352 1623">\$500</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	10,000-25,000	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000-25,000	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	If the Curbside Household Baseline exceeds 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.												

	Service Level Failure	Service Level Failure Credit												
		<p>For the purpose of this Service Level Failure, the “Per Load Amount” will initially be \$5,000. If Contractor is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by \$5,000 (to a maximum of \$20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at \$5,000.</p>												
6	If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, delivery of a load in violation of Section 2.1.5(c) .	\$1,000 per load.												
7	Delivery of a load of Category 8 to the Designated Post-Collection Facility that contains more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate).	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:</p> <table border="1" data-bbox="998 1318 1356 1575"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000+</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> <tr> <td>2,500-4,999</td> <td>\$2,500</td> </tr> <tr> <td>499-2,499</td> <td>\$1,250</td> </tr> <tr> <td>0-499</td> <td>\$500</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
8	The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption or (ii) fails to comply with Section 4.6.1 or 4.6.2 in respect of such Labour Disruption.	An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle BC plus \$5,000 per day of Labour Disruption.												
9	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC	\$25,000 per incident.												

**ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES**

1. In this Attachment, the following terms will have the following meaning:

“Bonus Period” means each full calendar year during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence on January 1 of that year and end on the date on which the SOW Term ends.

“Curbside Household Baseline” means the number of Curbside Households in the Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5 or pursuant to a change order made pursuant to Section 2.2 of the Agreement.

2. In consideration for Contractor’s performance of the SOW Services, Recycle BC will pay Contractor:

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

Curbside Collection Financial Incentive		
	Collection Type	\$ per Curbside Household per Year
<input type="checkbox"/>	Single-stream using automated carts – Categories 1, 2, 3(a), 3(b), 6 and 7	\$37.40
<input type="checkbox"/>	Single-stream using Containers other than automated carts – Categories 1, 2, 3(a), 3(b), 6 and 7	\$38.80
<input type="checkbox"/>	Multi-stream – Categories 1, 2 and 3(b), separate from Categories 3(a), 6 and 7	\$42.80

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; and (ii) the Service Administration Top Up amount, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Curbside Collection incentive	\$ per Curbside Household per Year
<input type="checkbox"/>	Resident Education Top Up	\$0.75
<input type="checkbox"/>	Service Administration Top Up	\$3.50

Without limiting Contractor’s obligations under this Statement of Work (including without

limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Curbside Collection Financial Incentive	
<input type="checkbox"/>	\$ per Tonne
<input checked="" type="checkbox"/>	\$80.00

- (a) For each Bonus Period, the Achieved Bonus Amount times the average Curbside Household Baseline for such period, where the “Achieved Bonus Amount” is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Curbside Household Baseline for such period and the approved claims submitted for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than April 30 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, to calculate the average amount of (i) Not Accepted Materials in Contractor’s collected material and (ii) In-Scope PPP from ICI locations in Contractor’s collected materials for the purposes of calculating the average In-Scope PPP collected per Curbside Household in the applicable year.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under the Agreement (“**Multi-Family Household Collection**”), and In-Scope PPP collected in respect of Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (d), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

Calculation of Achieved Bonus Amount				
Average In-Scope PPP collected per Curbside Household Per Year	160 - 179 Kilograms	180 - 199 Kilograms	200 - 219 Kilograms	> 220 Kilograms
Achieved Bonus Amount	\$ per Curbside Household			
	\$1.00	\$2.00	\$3.00	\$4.00

3. Adjustment of Curbside Household Baseline.

- (a) On an annual basis, on a date to be determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) to the then-current number of:
 - (i) Curbside Households in the Service Area; and
 - (ii) Curbside Households per hectare in the Service Area.
 - (b) Recycle BC may also provide evidence of the then-current number of Curbside Households and Curbside Households per hectare in the Service Area. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline. If the agreed upon new values of the foregoing trigger a change in the Fees payable pursuant to this Attachment, the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
 - (c) For purposes of reporting and determining the number of Curbside Households:
 - (i) A single family dwelling is considered one Curbside Household;
 - (ii) A laneway house is considered one Curbside Household;
 - (iii) A duplex is considered two Curbside Households;
 - (iv) A triplex is considered three Curbside Households;
 - (v) A fourplex is considered four Curbside Households;
 - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, if Contractor recognizes the conversion for utility and/or contract billing;
 - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by Contractor as a single family dwelling for utility and/or contract billing is considered one Curbside Household; and
 - (viii) Each self-contained dwelling unit in a rowhouse or townhouse is considered one Curbside Household if the resident of each unit delivers In-Scope PPP to the Curb for collection in separate Containers.
4. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline) falls below 135 kilograms, then Recycle BC may require Contractor to, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above 135 kilograms per Curbside Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

SCHEDULE 2.1(c)
STATEMENT OF WORK FOR DEPOT COLLECTION SERVICES

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between [●] (“**Contractor**”) and MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) made as of [●] (the “**Agreement**”). The effective date of this Statement of Work (the “**SOW Effective Date**”) is [●].

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

“**Agreement**” has the meaning set out on the first page of this Statement of Work.

“**Approved Depots**” means, at any time, the Depots listed in Attachment 2.1.1 (as such attachment may be amended from time to time), and “**Approved Depot**” means any one of them.

“**Container**” means any container used for storage of In-Scope PPP at a Depot.

“**Customer**” means all British Columbia residential users of a Depot.

“**Depot**” means a fixed location collection site operated by Contractor to which In-Scope PPP can be delivered by Customers, whether designated as a Principal Depot or Satellite Depot and including, in each case, all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

“**Depot Collection Services**” has the meaning set out in Section 2.1.

“**Designated Post-Collection Service Provider**” means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

“**Household In-Scope PPP**” means In-Scope PPP from a residential household.

“**ICI PPP**” means In-Scope PPP from an ICI location.

“**In-Scope PPP**” mean the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

“**Industrial, Commercial and Institutional**” or “**ICI**” means any operation or facility other than a residential household, including but not limited to industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“**Not Accepted Materials**” means, collectively, any material that is not PPP (as that term is defined in the Agreement).

“**OCC**” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

“**Principal Depot**” means an Approved Depot from which In-Scope PPP is picked up by the Designated Post-Collection Service Provider.

“**Reuse**” means conventional reuse where the item is used again whole and intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. a wine bottle reused to hold flowers).

“**Satellite Depot**” means an Approved Depot from which Contractor transports In-Scope PPP to a designated Principal Depot for pick-up by the Designated Post-Collection Service Provider.

“**Scavenge**” means unauthorized rerouting of collected In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of In-Scope PPP for Reuse.

“**Service Commencement Date**” means [●].

“**SOW Effective Date**” has the meaning set out on the first page of this Statement of Work.

“**SOW Services**” has the meaning set out in Section 2.

“**Temporary Collection Site**” means a temporary or mobile collection site to which In-Scope PPP can be delivered by Customers.

1.2 Attachments. As of the Effective Date, the following attachments form part of this Agreement (note that attachment numbering is not sequential and is based on a related section reference):

Attachment	Description
Attachment 2.1.1	– Approved Depots
Attachment 2.1.2	– In-Scope PPP
Attachment 3.4	– Service Level Failures
Attachment 5	– Fees

SECTION 2. SERVICES

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the “**SOW Services**”):

2.1 Depot Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from Customers at each of the Approved Depots as further described in this Section 2.1 (“**Depot Collection Services**”) and in accordance with the terms of the Agreement and this SOW.

2.1.1 Depots.

- (a) Contractor may not collect In-Scope PPP at any collection site other than an Approved Depot or Temporary Collection Site.
- (b) Contractor may not add any Depot to the list of Approved Depots without the prior written approval of Recycle BC, such written approval to specify (i) a date mutually acceptable to the parties on which such Depot will be added to the list of Approved Depots, (ii) whether such Depot will be designated as a Principal Depot or a Satellite Depot and (iii) if such Depot is a Satellite Depot, the

designated Principal Depot. Effective as of the date such Depot is added to the list of Approved Depots, Attachment 5 will be amended if and to the extent necessary.

- (c) Contractor may not remove any Depot from the list of Approved Depots without the prior written approval of Recycle BC, such written approval to specify a date mutually acceptable to the parties on which such Depot will be removed from the list of Approved Depots. Effective as of the date such Depot is removed from the list of Approved Depots, Attachment 5 will be amended if and to the extent necessary.
- (d) Contractor may not operate or collect In-Scope PPP at a Temporary Collection Site except (i) with the prior written approval of Recycle BC and (ii) in accordance with the terms and conditions set forth in such written approval.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP that Customers bring to an Approved Depot.
- (b) Materials collected under this Statement of Work may not contain more than 3% by weight of Not Accepted Materials. Materials exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (c) Materials collected under this Statement of Work may not contain hazardous or special waste.
- (d) Contractor will implement and maintain reasonable procedures to ensure that materials deposited into Containers at each Depot comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP delivered by Customers to a Principal Depot if the In-Scope PPP is from a household. Limits may be placed on the quantity or types of In-Scope PPP delivered by Customers to Satellite Depots, at Contractor's sole discretion.
- (b) Each Depot must be fully staffed when open to Customers. A Depot is considered to be "fully staffed" when there are a sufficient number of staff members that staff are able to (i) regularly check the Containers into which Customers place In-Scope PPP throughout the period of time the Depot is open to Customers, (ii) instruct and direct Customers to place In-Scope PPP in the appropriate Containers or locations, (iii) promptly and regularly remove items that are not In-Scope PPP, (iv) promptly and regularly remove items which Customers did not properly place in the appropriate Containers or locations, (v) communicate with Customers about contamination problems or improperly sorted

In-Scope PPP and (vi) otherwise comply with the requirements of this Agreement (including without limitation Sections 2.1.2(d) and 2.2).

- (c) Each Depot must be securely fenced and/or locked when closed to Customers. A Depot is considered to be "securely fenced and/or locked" when (i) Customers are not able to deliver In-Scope PPP to the Depot and (ii) access to the Depot is restricted and the In-Scope PPP stored at the Depot and awaiting pick-up by the Designated Post-Collection Service Provider is safe from tampering and vandalism.
- (d) Unless otherwise agreed with the Designated Post-Collection Service Provider, if Contractor is:
 - (i) baling printed paper, paper packaging and/or OCC, the minimum bale density must be 450 kg per cubic meter;
 - (ii) baling polyethylene film packaging, the minimum bale density must be 350 kg per cubic meter;
 - (iii) baling polystyrene foam packaging, the minimum bale density must be 75 kg per cubic meter; or
 - (iv) densifying polystyrene foam packaging, the minimum biscuit density must be 275 kg per cubic meter.

2.1.4 Containers

- (a) Containers to be removed from a Principal Depot for transport of In-Scope PPP by the Designated Post-Collection Service Provider will be provided by and remain the property of the Designated Post-Collection Service Provider. Upon termination or expiration of this Statement of Work or the Agreement, any Containers provided by the Designated Post-Collection Service Provider in accordance with this Section 2.1.4(a), will be returned to the Post-Collection Service Provider.
- (b) Any Containers that are not intended to be removed from the Depot for transport of In-Scope PPP by the Designated Post-Collection Service Provider will be provided by Contractor. Upon termination or expiration of this Statement of Work or the Agreement, any Containers provided by Contractor to provide the Depot Collection Services will remain the property of Contractor.
- (c) Contractor may not allow Customers to deposit In-Scope PPP into Containers in single-use bags.

2.1.5 Designated Post-Collection Service Provider.

- (a) The Designated Post-Collection Service Provider will only pick-up In-Scope PPP collected by Contractor pursuant to this Statement of Work (including In-Scope PPP collected at a Satellite Depot or Temporary Collection Site) at a Principal Depot. In the case of In-Scope PPP collected at a Satellite Depot, Contractor is solely responsible, at its own cost and expense, for (i) transporting such In-Scope PPP to the designated Principal Depot in a manner acceptable to Recycle BC, (ii) consolidating In-Scope PPP collected at the Satellite Depot with In-Scope PPP collected at the designated Principal Depot in a manner acceptable to Recycle BC and (iii) preparing the In-Scope PPP collected at the Satellite Depot for pick-up by the Designated Post-Collection Service Provider at the designated Principal Depot in a manner acceptable to the Designated Post-Collection Service Provider.

- (b) Contractor will maintain all In-Scope PPP collected by Contractor pursuant to this Statement of Work (including In-Scope PPP collected at a Satellite Depot or Temporary Collection Site) for pick-up by the Designated Post-Collection Service Provider in a manner that is segregated, at a minimum, as set out in Attachment 2.1.2, and which is baled (or not baled) in accordance with the selections in the table(s) in Section 1(a) of Attachment 5.
- (c) Contractor will (i) ensure all In-Scope PPP collected by Contractor pursuant to this Statement of Work (including In-Scope PPP collected at a Satellite Depot or Temporary Collection Site) Principal is made available for pick-up by the Designated Post-Collection Service Provider at a Principal Depot and (ii) may not charge any amounts to the Designated Post-Collection Service Provider for collecting such In-Scope PPP from a Principal Depot. Without limiting the generality of the foregoing, Contractor will not deliver In-Scope PPP collected by Contractor pursuant to this Statement of Work to any person or facility (including without limitation a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise dispose of any In-Scope PPP collected at a Depot without prior written authorization from Recycle BC.
- (d) Contractor will store In-Scope PPP collected by Contractor pursuant to this Statement of Work in a manner acceptable to the Designated Post-Collection Service Provider and Recycle BC. Without limiting the generality of the foregoing, Contractor will, at the request of Recycle BC, adopt such procedures and measures, whether permanent or temporary, as Recycle BC determines is necessary to ensure that such In-Scope PPP is adequately protected from rain, snow and other inclement weather or otherwise to protect the recyclability and marketability of such In-Scope PPP.
- (e) Recycle BC may change the Designated Post-Collection Service Provider upon 30 days' notice.
- (f) If the Designated Post-Collection Service Provider rejects any material made available for pick-up at a Principal Depot due to a verified claim that such material contains (i) more than 3% by weight of Not Accepted Materials or (ii) any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with respect to such material and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 PPP from Industrial, Commercial and Institutional Sources

- (a) Contractor will not be entitled to receive any Fees or other payments in respect of ICI PPP and will be solely responsible for any costs associated with the collection and management of ICI PPP. The amount of Household In-Scope PPP collected at a Depot (the "**Determined Household Amount**") will be determined in accordance with Section 2.1.6(b). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of ICI PPP.
- (b) For purposes of determining the Determined Household Amount in respect of a Depot, Contractor will adopt one of the following options (each, an "**ICI Management Option**") for such Depot, in each case as set forth in Attachment 2.1.1.

Option 1 – Separation of Household In-Scope PPP from ICI PPP – Contractor will ensure that Household In-Scope PPP is received, weighed and processed separately from ICI PPP. Contractor will implement and maintain rules and procedures acceptable to Recycle BC to ensure that Household In-Scope PPP is received, weighed and processed separately from ICI PPP in such manner (including ensuring that Containers are clearly marked to indicate which are for Household In-Scope PPP and which are for ICI PPP) as is necessary to ensure that the amount of Household In-Scope PPP collected at the Depot is accurately determined. The separation of Household In-Scope PPP and ICI PPP will be clearly communicated to Customers in a manner acceptable to Recycle BC and consistently applied and enforced by Contractor.

Option 2 – No Collection of ICI PPP – Contractor will not accept ICI PPP at the Depot. Contractor will implement and maintain rules and procedures acceptable to Recycle BC to ensure that only Household In-Scope PPP is collected at the Depot. The fact that ICI PPP may not be delivered to the Depot will be clearly communicated to Customers in a manner acceptable to Recycle BC and consistently applied and enforced by Contractor.

Option 3 – Calculation of Mix of Household In-Scope PPP and ICI PPP – Contractor will determine the percentage of In-Scope PPP collected at the Depot that is comprised of ICI PPP (the “**Determined ICI Amount**”) using a methodology acceptable to Recycle BC in its sole discretion. Once the Determined ICI Amount has been determined in accordance with such methodology, Contractor will provide to Recycle BC such records and information as Recycle BC reasonably requires in order to confirm that the Determined ICI Amount accurately reflects ratio of Household In-Scope PPP to ICI PPP collected at the Depot, including without limitation:

- (i) over a period that represents at least 20% of the annual tonnage collected by the Depot in any year, (A) the number of vehicles from a residential address that did not contain ICI PPP and (B) the number of vehicles from a non-residential address or that otherwise contained ICI PPP collected by the Depot; and
- (ii) over a period that represents at least 20% of the annual tonnage collected by the Depot in any year, (A) the aggregate weight of Household In-Scope PPP and (B) the aggregate weight of ICI PPP collected by the Depot.

On an annual basis on a date to be determined by Recycle BC, and at such other time as the parties may agree, Contractor will determine the then-current ratio of Household In-Scope PPP to ICI PPP collected at the Depot. If Recycle BC determines that Determined ICI Amount does not accurately reflect the then-current ratio of Household In-Scope PPP to ICI PPP collected at the Depot, Recycle BC will be entitled to make such adjustments to the Determined ICI Amount as it considers necessary.

Option 4 – Automatic Deduction of Fixed ICI Percentage – The Determined Household Amount will be calculated by deducting a fixed percentage (the “**Fixed ICI Percentage**”) from the weight of the In-Scope PPP collected at the Depot, which amount shall initially be 25%. Recycle BC will be entitled to monitor the amount of ICI PPP collected at the Depots and, should the quantity of In-Scope PPP collected at the Depot be greater than the Fixed ICI Percentage, Recycle BC shall be entitled to increase the Fixed ICI Percentage so that it reflects the ratio of Household In-Scope PPP to ICI PPP collected at the Depot.

- (c) All rules, procedures and methodologies adopted by Contractor pursuant to this Section 2.1.6 are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such rules, procedures or methodologies in respect of a Depot are inadequate for purposes of ensuring that Contractor only receives Fees or other payments under this Statement of Work for Household In-Scope PPP, Contractor will adopt such rules, procedures or methodologies as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.6.
- (d) Contractor may change the ICI Management Option for a Depot with the prior written approval of Recycle BC. A decision to accept a request to change the ICI Management Option for a Depot is solely at Recycle BC's discretion, but will not generally be withheld if Recycle BC determines that such change will not impair the ability of Recycle BC to accurately determine the amount of Household In-Scope PPP collected at the Depot.
- (e) Recycle BC may at any time change the ICI Management Option applicable to a Depot if Recycle BC, in its sole discretion, determines that (i) the rules and procedures necessary to operate such Depot in a manner consistent with the applicable ICI Management Option are not being consistently applied and enforced or (ii) the application of the applicable ICI Management Option does not enable Recycle BC to accurately determine the amount of Household In-Scope PPP collected at the Depot.

2.1.7 Spillage.

- (a) All In-Scope PPP collected at a Depot will be completely contained in Containers at all times, except when material is actually being loaded.
- (b) Any spillage of materials that occurs at a Depot or while transporting materials from a Satellite Depot to the designated Principal Depot will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.7(b) above, any discharge of liquid wastes or oils that may occur at Depots or while transporting materials from a Satellite Depot to the designated Principal Depot will be promptly cleaned up or removed by Contractor and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with photographs and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

2.1.8 Schedule.

- (a) Contractor will clearly indicate at each Depot (i) the day(s) of the week that the such Depot will be open and (ii) on each day that the Depot is open, the hours of operation when In-Scope PPP can be delivered to the Depot.

- (b) Contractor may change the day(s) of the week that a Depot will be open or the hours of operation when In-Scope PPP can be delivered to the Depot by giving written notice to Recycle BC at least 45 days prior to the effective date of the proposed change and obtaining written approval from Recycle BC. If Recycle BC approves the proposed change, Contractor will provide Customers with a minimum of 30 days' notice of the schedule change.
- (c) Each Depot will remain open for collection of In-Scope PPP on the day(s) of the week and at the hours specified under Section 2.1.8(a) regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers or property. Contractor will maintain accurate records of all disruptions to Depot Collection Services that are due to hazardous weather, including time closed.

2.1.9 Pilot Programs.

- (a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system at any Depot. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service.

2.2.1 Customer Service Requirements

- (a) Without limiting the generality of Section 2.1.3(b), at all times when a Depot is open for collection of In-Scope PPP, Contractor will ensure that the Depot is sufficiently staff to provide personal Customer service, educate Customers regarding In-Scope PPP accepted and avoid Customer delay.
- (b) Contractor will place signage at each Depot to assist Customers in delivering In-Scope PPP to the appropriate areas of the Depot. Signage is to incorporate images and graphics available from Recycle BC and is subject to approval by Recycle BC.
- (c) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

- (d) Contractor will maintain a 24 emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.
- (e) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.
- (b) If Contractor did not provide Depot Collection Services at a Depot immediately prior to the Service Commencement Date, Contractor will provide additional staffing at such Depot from Service Commencement Date through the end of the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request, and if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Where the Contractor is not a local government, Recycle BC will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. Contractor will provide Recycle BC with assistance and cooperation, including distributing Recycle BC-developed promotional and educational brochures and assisting with promotion, education and outreach

programs at the direction of Recycle BC. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs, incorporating Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

- 2.3.2 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, website content and Depot signage.
- 2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.
- 2.3.4 Contractor will have primary responsibility for providing Customers service-oriented information such as hours of operation of the Depots.

SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Depot Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.
- 3.2 Facility Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards:
 - 3.2.1 Depots will be of sufficient size and dimension to provide Depot Collection Services to Customers and access for Post-Collection Service Providers.
 - 3.2.2 Depots will be maintained in a clean and sanitary manner. All collection areas will have appropriate safety markings, all in accordance with applicable law. Equipment will be maintained in good condition at all times. All facilities and the equipment to manage the In-Scope PPP will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. All vehicles used by the facility for the management of In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.
 - 3.2.3 Contractor will receive prior written approval from Recycle BC for all Depot signage, including Contractor labeling and program information. Contractor will place Recycle BC-provided logos on Depots as directed at no additional cost to Recycle BC.
- 3.3 SOW Record and Reporting Requirements.
 - 3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
 - (a) provide to Recycle BC, on the Service Commencement Date and at such other times as Recycle BC may request, a complete inventory of the equipment to be used by Contractor to perform Depot Collection Services;
 - (b) maintain such other records as may be requested by Recycle BC, including:

- (i) in respect of each Depot, tonnage by each date on which the Designated Post-Collection Service Provider removed the In-Scope PPP from the Depot;
 - (ii) changes to equipment or inventory; and
 - (iii) Customer communications related to Depot Collection Services including telephone calls, letters, e-mails, text messages or webpage messages received;
- (c) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;
 - (d) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of greenhouse gas emissions associated with the performance of Depot Collection Services; and
 - (e) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require the Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

- (a) At Recycle BC's discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.
- (b) All Household In-Scope PPP picked-up by the Designated Post-Collection Service Provider from a Principal Depot must be documented in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2, by baled versus loose and, for Category 5, by white versus coloured) and such other information as Recycle BC may designate (collectively, "**Claim Information**"). Recycle BC's claim reporting system will be customized to display only the material types classifications applicable to a particular Depot, the terminology for which may differ than that set out in Attachment 2.1.2.
- (c) Contractor or the Designated Post-Collection Service Provider, as applicable, will report the Claim Information with respect to any Household In-Scope PPP picked-up by the Designated Post-Collection from a Principal Depot through Recycle BC's claims reporting portal or through such other method as Recycle BC may designate within ten Business Days of the pick-up date.
- (d) Recycle BC will issue a claim summary to Contractor based on Claim Information provided to Recycle BC by Contractor or the Designated Post-Collection Service Provider, as applicable, and Contractor will review the claim summary for

accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.

- (e) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).
- (f) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failures set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until [●]. Recycle BC may extend this Statement of Work for up to two further periods of one year each, by giving Contractor notice in writing not less than 30 days' before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of ICI PPP collected at Depots.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work. For the avoidance of doubt, Contractor acknowledges and agrees that it shall not be entitled to charge any Customer a direct fee for dropping off or delivering Household In-Scope PPP to a Depot.
- 6.2 Scavenging Forbidden. Contractor will not Scavenge, or permit any person (including its employees) to Scavenge, any materials from In-Scope PPP that have been delivered by Customers to the Depot) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will bear all costs of receipt and storage of the In-Scope PPP. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is received by Contractor until pick up by the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered to the Designated Post-Collection Service Provider when picked up from Contractor's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers caused by Contractor.

- 6.4 Shared Services. Contractor may collect material other than In-Scope PPP at the Depot if (a) the activities do not interfere with Depot Collection of Household In-Scope PPP from Customers and (b) Contractor adopts such rules and procedures as are necessary to ensure that such materials are not mixed with Household In-Scope PPP. Such rules and procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such rules and procedures or methodologies in respect of a Depot are inadequate, Contractor will adopt such rules and procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 6.4.
- 6.5 No Exclusivity. Execution of this Statement of Work does not confer on Contractor exclusive access to Customers in proximity to the Depots or otherwise.

(Signature page follows.)

SAMPLE

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

[CONTRACTOR]

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Recycle BC)

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

SAMPLE

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(c)
APPROVED DEPOTS**

[Note: When the SOW is executed, Attachment 2.1.1 will include (i) a list of Principal Depots and Satellite Depots and (ii) in each case, the applicable ICI Management Option.]

SAMPLE

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(c)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below, notwithstanding that Categories 1, 2 and 3b may be comingled but must be segregated from all other PPP and Categories 3a,6 and 7 may be comingled but must be segregated from all other PPP):

- PPP in Category 1 segregated from all other PPP.
- PPP in Category 2 segregated from all other PPP.
- PPP in Category 3(a) segregated from all other PPP.
- PPP in Category 3(b) segregated from all other PPP.
- PPP in Category 4 segregated from all other PPP.
- PPP in Category 5 (white) segregated from all other PPP.
- PPP in Category 5 (coloured) segregated from all other PPP.
- PPP in Category 6 segregated from all other PPP.
- PPP in Category 7 segregated from all other PPP.
- PPP in Category 8 segregated from all other PPP.
- PPP in Category 9 segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP that Customers drop off at the Depot, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(c)
SERVICE LEVELS FAILURES**

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit
1	Failure to clean-up or collect materials that have spilled outside the Depot boundary within 2 hours.	Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) and \$500 per incident (regardless of who performs the cleanup).
2	Pick up by the Designated Post-Collection Service Provider of materials that contain more than 3% by weight of Not Accepted Materials.	\$5,000 per weigh-scale ticketed load, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed \$120,000.
3	Contractor delivers In-Scope PPP collected at a Depot to any person or facility (including without limitation a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise disposes of any In-Scope PPP collected at a Depot without the prior written authorization of Recycle BC.	\$25,000 per incident.

**ATTACHMENT 5 TO SCHEDULE 2.1(c)
FEES**

In consideration for Contractor's performance of the SOW Services, Recycle BC will pay Contractor the following amounts for Household In-Scope PPP collected pursuant to this Statement of Work and made available to the Designated Post-Collection Service Provider for pick-up at a Principal Depot:

[Note: If the Statement of Work includes more than one Principal Depot and the Depot Collection Financial Incentives are not identical for each Principal Depot, it may be necessary to include more than one fee table.]

- (a) The selected (as indicated by an x in the associated check box) per tonne amounts (including, if selected, the additional baled amount), to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement.

PPP Description Categories	Materials	Depot Collection Financial Incentive		
		Depot in a Community Without PPP Curbside/Multi-Family Collection	Depot in a Community With PPP Curbside/Multi-Family Collection	Additional Incentive If Baled
		(\$/tonne)	(\$/tonne)	(\$/tonne)
Category 1	Printed Paper			
Category 2	Corrugated Cardboard	<input type="checkbox"/> \$138.16	<input type="checkbox"/> \$94.20	<input type="checkbox"/> + \$115.50
Category 3(b)	Paper Packaging			
Category 3(a)	Cartons and Paper Cups			
Category 6	Plastic Containers	<input type="checkbox"/> \$265.33	<input type="checkbox"/> \$141.30	<input type="checkbox"/> + \$115.50
Category 7	Metal Containers			
Category 4	Plastic Bags and Overwrap	<input type="checkbox"/> \$1,250.00	<input type="checkbox"/> \$1,250.00	<input type="checkbox"/> + \$660.00
Category 5	White Foam Packaging	<input type="checkbox"/> \$2,000.00	<input type="checkbox"/> \$2,000.00	
Category 5	Coloured Foam Packaging	<input type="checkbox"/> \$2,000.00	<input type="checkbox"/> \$2,000.00	
Category 8	Glass Bottles and Jars	<input type="checkbox"/> \$90.00	<input type="checkbox"/> \$90.00	
Category 9	Other Flexible Plastic Packaging	<input type="checkbox"/> \$1,250.00	<input type="checkbox"/> \$1,250.00	<input type="checkbox"/> + \$660.00

Any change in whether Contractor bales or does not bale In-Scope PPP must be made pursuant to the change procedure in Section 2.2 of the Agreement.

A Principal Depot is considered to be a "Depot in a Community With PPP Curbside/Multi-Family Collection" if more than 80% of households within the drive time distance specified by Recycle BC (the "Specified Drive Time Distance") have access to PPP curbside or multi-family collection services provided by a local government, private company or Recycle BC. The Specified Drive Time Distance in respect of a Principal Depot will not be less than 30 minutes or more than 45 minutes.

For purposes of this Attachment 5, a household is considered to have “access to PPP curbside or multi-family collection services” if (i) in the case of a curbside household, it receives curbside collection from any entity or (ii) the case of a multi-family household, it receives multi-family collection from Contractor or Recycle BC (including, for the avoidance of doubt, any contractor who has entered into an agreement to provide multi-family collection for or on behalf of Recycle BC).

[Note: Subsection (b) below will only apply to Statements of Work for local governments providing Depot Collection.

(b) If selected (as indicated by an x in the associated check box) the Resident Education Top Up amount as set out in the table below times the Depot Only Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims. The Depot Only Baseline will initially be [●] and may be adjusted from time to time as set forth below.

	Top Up available to local governments accepting Depot Collection incentive	\$ per Depot Only Household per Year
<input type="checkbox"/>	Resident Education Top Up	\$0.75

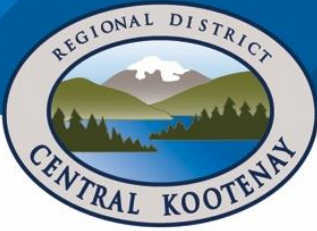
In this Attachment 5:

“Depot Only Baseline” means the number of Depot Only Households in Contractor’s jurisdiction.

“Depot Only Household” means a self-contained residential dwelling unit located in Contractor’s jurisdiction that (i) in the case of a curbside household, does not receive curbside collection from any entity or (ii) in the case of a multi-family household, does not receive multi-family collection from Contractor or Recycle BC (including, for the avoidance of doubt, any contractor who has entered into an agreement to provide multi-family collection for or on behalf of Recycle BC).

On an annual basis on a date to be determined by Recycle BC, and at such other time as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) as to the then-current Depot Only Baseline. Recycle BC may also provide evidence of the then-current Depot Only Baseline. Based on Contractor’s attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the Depot Only Baseline. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.

Without limiting Contractor’s obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Depot Collection Services.



Committee Report

Date of Report:	November 9, 2023
Date & Type of Meeting:	November 15, 2023, Joint Resource Recovery Committee
Author:	Nathan Schilman, Environmental Technologist
Subject:	WEST SUBREGION TRANSFER STATION UPGRADE OPTIONS
File:	01-0600-2-2023 Projects-2023 Resource Recovery Projects-NAK-ROS-SLO
Electoral Area/Municipality	West Subregion

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide proposed options for transfer station upgrades at Nakusp, Slocan, and Rosebery Facilities and obtain Joint Resource Recovery Committee direction prior to advancing into detailed design.

SECTION 2: BACKGROUND/ANALYSIS

The 2021 Resource Recovery Plan (RRP) outlines plans to move forward with upgrading the Rosebery and Slocan transfer stations, and transitioning the Nakusp landfill to a transfer station in the coming years.

Design is underway for construction to occur in 2024. Engineering consultant Sperling Hansen Associates (SHA) has provided preliminary construction options and costs for each of the three sites. Preliminary drawings are attached. As per Board Resolution No. 316/23, in May 2023, SHA was awarded the West Transfer Station consulting works for all three sites including the preliminary design, detailed design, tendering, and construction administration.

Nakusp

- Option 1 (Attachment A) - Construct a new transfer station at the existing landfill.
- Option 2 (Attachment B)– Construction a new transfer station southeast of existing weigh scale

Rosebery

- Option 1 (Attachment C)– Retrofit the existing Z-Wall to accommodate an additional roll-off bin for Yard & Garden (Y&G) and a compactor bin

Slocan

- Option 1 (Attachment D) – Remove and replace entire Z-Wall
- Option 2 (Attachment E)– Retrofit existing Z-Wall

SHA and staff recommend proceeding with Option 2 for Nakusp and Option 1 for both Rosebery and Slocan. The project will advance to detailed design with the intention to issue a combined construction tender package early in 2024. Tender submissions will be returned to JIRC for authorization to award the contract and proceed with construction in 2024.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No Financial Plan Amendment: Yes No
 Debt Bylaw Required: Yes No Public/Gov't Approvals Required: Yes No

Cost estimates have been prepared for each of the construction option presented by SHA. While the estimate for Rosebery is higher than budgeted, the total cost estimate for construction at all three sites is below the combined budgeted total in West Resource Recovery Service S188.

The table below summarizes cost estimates for each construction option (includes 20% contingency) and the total project value budgeted in the RDCK 2023 Financial Plan.

Site	Design Option 1	Design Option 2	Budgeted Amount
Nakusp	\$1,209,060	\$1,196,940	\$1,340,402
Slocan	\$543,240	\$290,400	\$1,051,808
Rosebery	\$358,080	n/a	\$232,562

The above options amounts are for construction only, and do not include the estimated cost for compactors or consulting support, noted below.

Total Construction (Recommended Options)		\$2,098,260
Other Costs		
Compactors & Bins	\$80,000-\$100,000 each x 3	\$240,000-\$300,000
Consulting (design, tendering, construction admin)		\$150,000
Total Project Estimate		\$2,548,260
Total Budget		\$2,630,772

The total project costs for recommended options (Nakusp Option 2, Slocan Option 1 and Rosebery Option 1) are estimated at \$2,548,260, which is under the total budgeted value of \$2,630,772.

The 2023 Financial Plan called for the Nakusp and Slocan projects to be funded by long term borrowing and the Rosebery project was to be funded by regular reserves. Additionally, \$336,782 in Growing Communities Fund grant money was received for these projects.

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

None at this time.

3.3 Environmental Considerations

None at this time.

3.4 Social Considerations:

Construction activities at these sites will have an impact on the public's access of the sites, as there could potentially be disruption of service or modification of provided services while the sites are under construction.

Both Rosebery and Slocan are expected to experience service disruption during construction. This may include temporary bins or redirection to the nearest waste facility. Hours of operation could be adjusted to accommodate volumes and traffic.

Nakusp Option 1 would likely result in a disruption of service at the site, as the current waste transfer area is within the upgrade footprint. Access to the active face of the landfill could also be impacted, as well as access to the wood waste, yard & garden, and metal drop off areas.

Nakusp Option 2 would not likely impact services at the landfill, as the proposed transfer area is outside of the current waste acceptance areas. Construction could take place while maintaining access to the active face, waste transfer bins, wood waste, yard & garden, and metal drop off areas.

It is the preference of Staff to stage construction activities at the three sites in a way that would not have multiple sites closed or limited in services at the same time, thus reducing the impact to the public as much as possible.

3.5 Economic Considerations:

None at this time.

3.6 Communication Considerations:

None at this time.

3.7 Staffing/Departmental Workplace Considerations:

None at this time.

3.8 Board Strategic Plan/Priorities Considerations:

None at this time.

SECTION 4: OPTIONS & PROS / CONS

Nakusp

Option 1: Construct a new transfer station at the base of the existing landfill.

PROS:

- Requires less surface work (road and pad)
- Requires shorter wall for grading purposes

CONS:

- Requires a significant volume of waste excavation under the wall to ensure the structure is built on a solid foundation
- Requires barrier layer capping for progressive closure complete with surface water, leachate and landfill gas control

Option 2: Construct a new transfer station southeast of the existing weigh scale.

PROS:

- Allows the landfill and transfer station to remain operational while the new transfer station is constructed
- Keeps the public separate from existing landfill site
- Would not impact future landfill closure works

CONS:

- Requires a slightly longer wall for grading purposes
- Requires more surface work (road and pad aggregates) however these roads can be utilized to access the future compost facility when constructed

Rosebery

Option 1: Retrofit the existing Z-Wall to accommodate an additional roll-off bin for Y&G and compactor. Only one option was prepared for this site as it was determined there is no value in replacing the entire wall.

PROS:

- The access road realignment is included in the scope in efforts to reduce access road grades
- Compactor bin increases waste collection capacity
- Addition of Y&G bin removes on-site stockpiling at a site with limited storage capacity

CONS:

- More costly than previous budget estimate

Slocan

Option 1: Remove and replace entire Z-Wall - This option provides a new Z-wall with new rails and extends the wall slightly to the east.

PROS:

- Bin height in relation to the curb/concrete pad is customizable (below, even with, or above surface) – Staff are still determining the best suited bin height for this site
- The design includes a concrete pad to be poured over the new wall to lock it in place
- A new wall would have a lifespan of 30-50 years
- Will have less impact on future landfill closure works - any historic waste buried within the construction area will be excavated and hauled away during construction

CONS:

- More costly option

Option 2: Retrofit Existing Z-Wall - This option involves keeping the existing wall and extending it slightly to the east. New concrete pads will be installed over the existing lock block wall to prevent trucks from driving into it.

PROS:

- Less costly option

CONS:

- No option on bin height in relation to concrete surface (The top of bin will sit higher than the concrete surface)
- Retrofitting the existing wall would have an estimated lifespan of 20-25 years
- Has higher potential to impact/impede future landfill closure works

SECTION 5: RECOMMENDATIONS

That the Board direct staff to advance to detailed design and tendering with Sperling Hansen Associates for the Rosebery Transfer Station Upgrade Option 1 (add compactor and Y&G bin), Slocan Transfer Station Upgrade Option 1 (new bin wall), and Nakusp Transfer Station Upgrade Option 2 (SE of weigh scale).

Respectfully submitted,

Nathan Schilman, Environmental Technologist

CONCURRENCE

Resource Recovery Manager – Amy Wilson
Environmental Services Manager – Uli Wolf

ATTACHMENTS:

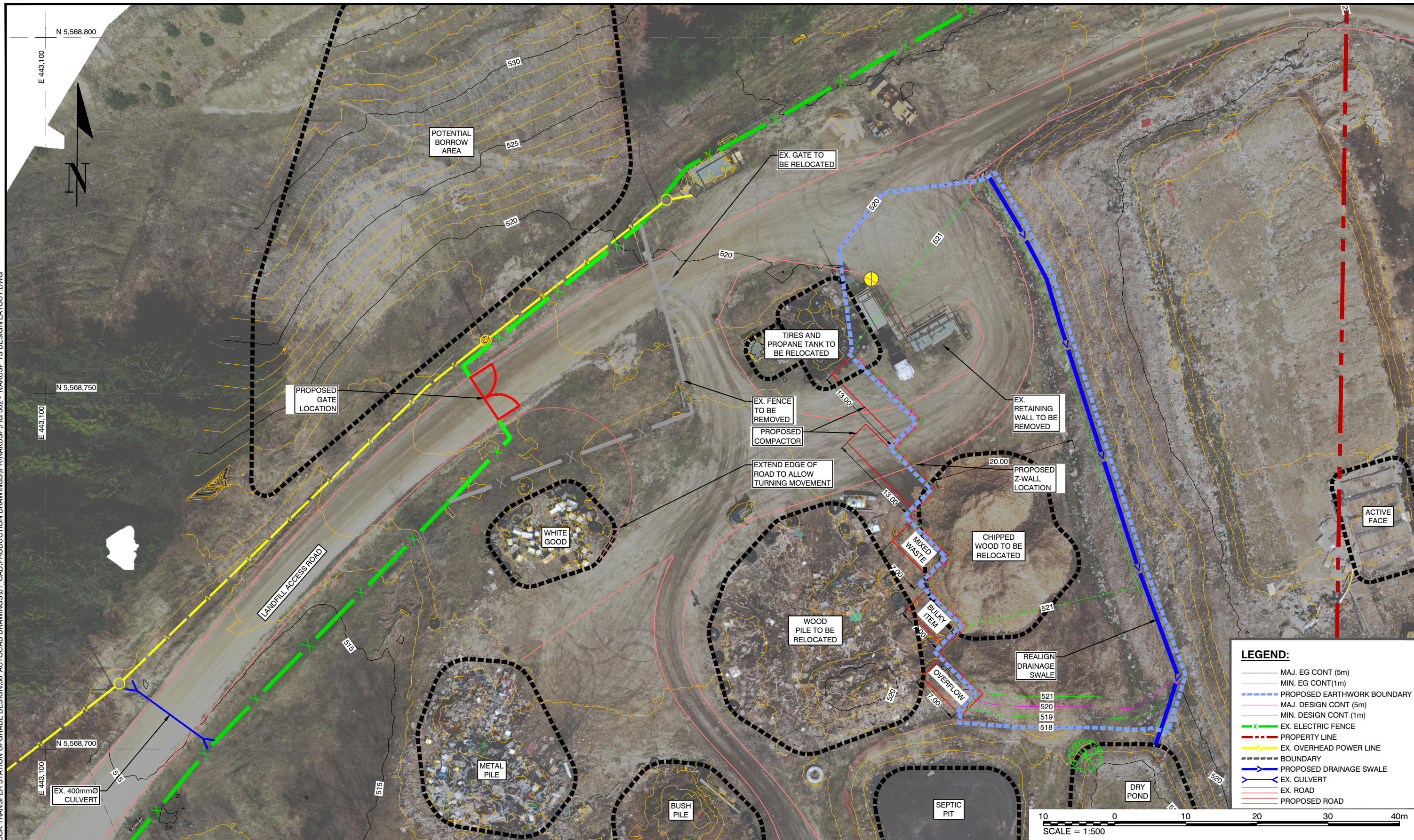
Attachment A: Nakusp Transfer Station Design Layout (Option 1)

Attachment B: Nakusp Transfer Station Design Layout (Option 2)

Attachment C: Rosebery Transfer Station Design Layout #2

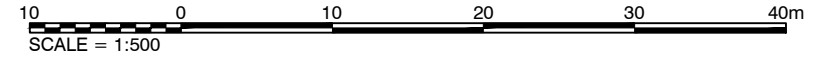
Attachment D: Slocan Transfer Station Design Layout Options

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LEGEND:

- MAJ. EG CONT (5m)
- MIN. EG CONT (1m)
- PROPOSED EARTHWORK BOUNDARY
- MAJ. DESIGN CONT (5m)
- MIN. DESIGN CONT (1m)
- x — EX. ELECTRIC FENCE
- - - - PROPERTY LINE
- — — EX. OVERHEAD POWER LINE
- — — BOUNDARY
- — — PROPOSED DRAINAGE SWALE
- — — EX. CULVERT
- — — EX. ROAD
- — — PROPOSED ROAD



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1332 McGill Road
 Kamloops, B.C. V2C 6N6
 Phone: (778) 471-7088

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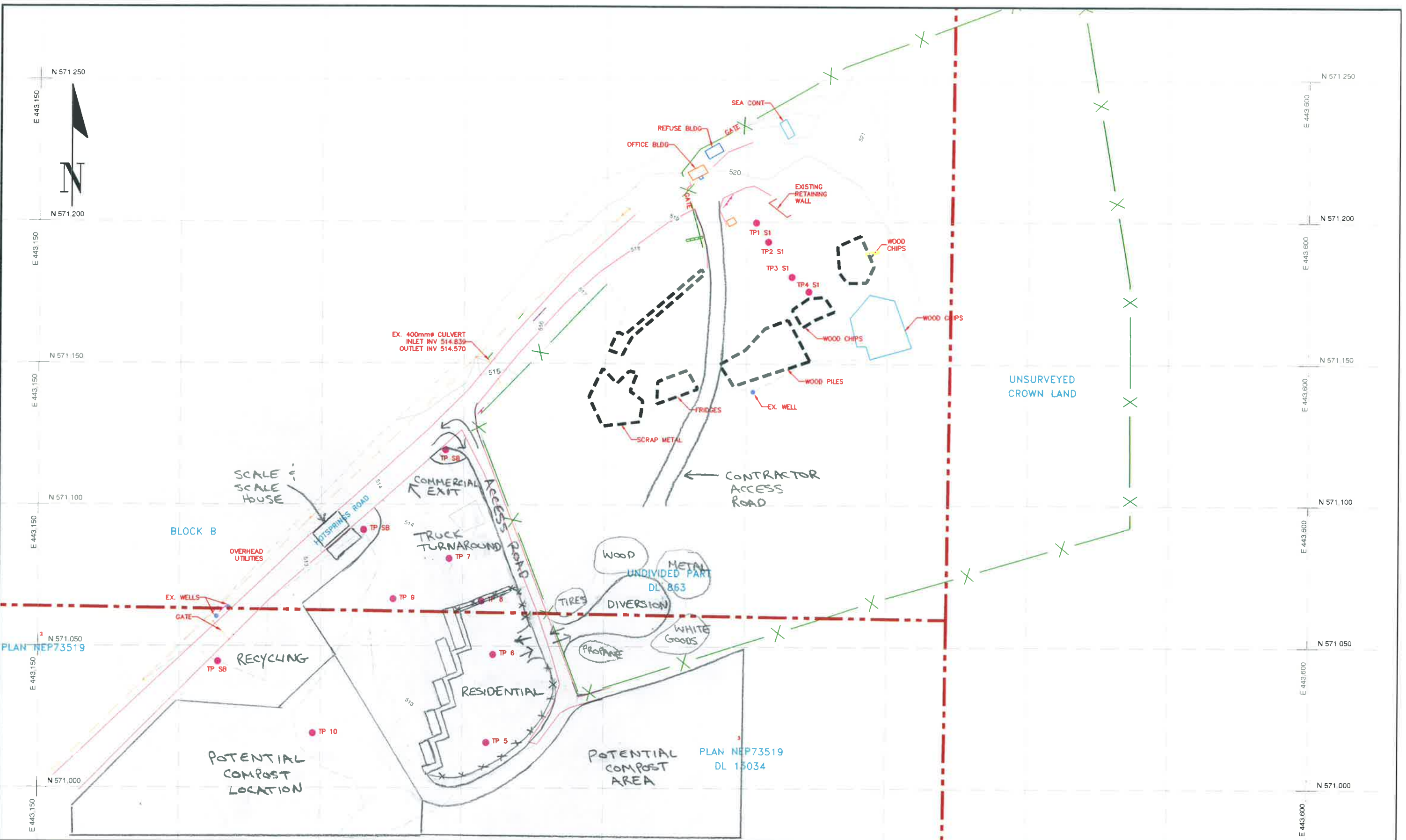
CLIENT:

DESIGN BY:	B.HOULE	SHA PROJECT #	PRJ23059K
DRAWN BY:	A.TSANG	DATE CREATED:	2023/08/31
CHECKED BY:	S.GARTHWAITE	HORIZONTAL SCALE:	1:500
APPROVED BY:	--	VERTICAL SCALE:	1:500

ADJUST SCALE 50% FOR 34"x22" SHEET

DESIGN LAYOUT NAKUSP TRANSFER STATION		
DRAWING NO:	REV	SHEET
PRJ23059K-002	A	002

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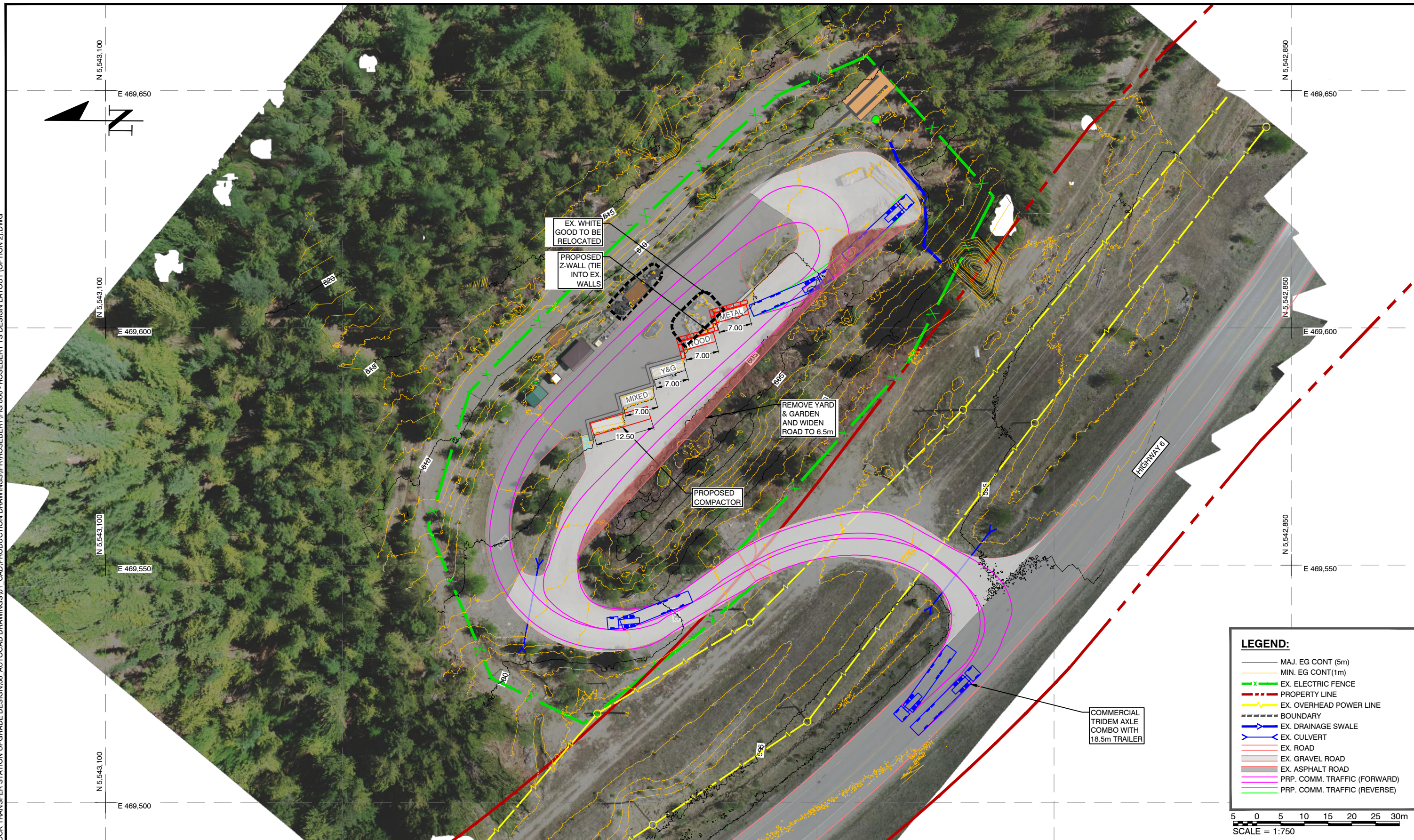
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CLIENT

DESIGN BY: --	SHA PROJECT # PRJ23059K
DRAWN BY: A.TSANG	DATE CREATED 2023/08/01
CHECKED BY: S.GARTHWAITE	HORIZONTAL SCALE 1:1250
APPROVED BY: --	VERTICAL SCALE 1:1250
ADJUST SCALE 50% FOR 34"x22" SHEET	

EXISTING TOPOGRAPHY 2023-04-18 AND SITE PLAN (NAKLUP)		
DRAWING NO	REV	SHEET
PRJ23059K-001	--	001

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LEGEND:

- MAJ. EG CONT (5m)
- MIN. EG CONT (1m)
- x — EX. ELECTRIC FENCE
- - - - - PROPERTY LINE
- EX. OVERHEAD POWER LINE
- - - - - BOUNDARY
- EX. DRAINAGE SWALE
- EX. CULVERT
- EX. ROAD
- EX. GRAVEL ROAD
- EX. ASPHALT ROAD
- PRP. COMM. TRAFFIC (FORWARD)
- PRP. COMM. TRAFFIC (REVERSE)

5 0 5 10 15 20 25 30m
SCALE = 1:750



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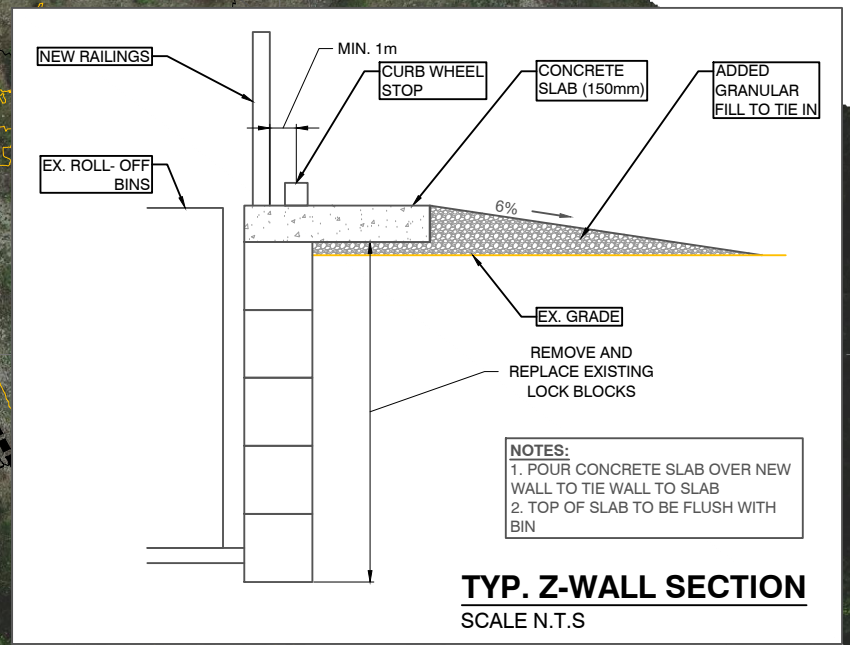
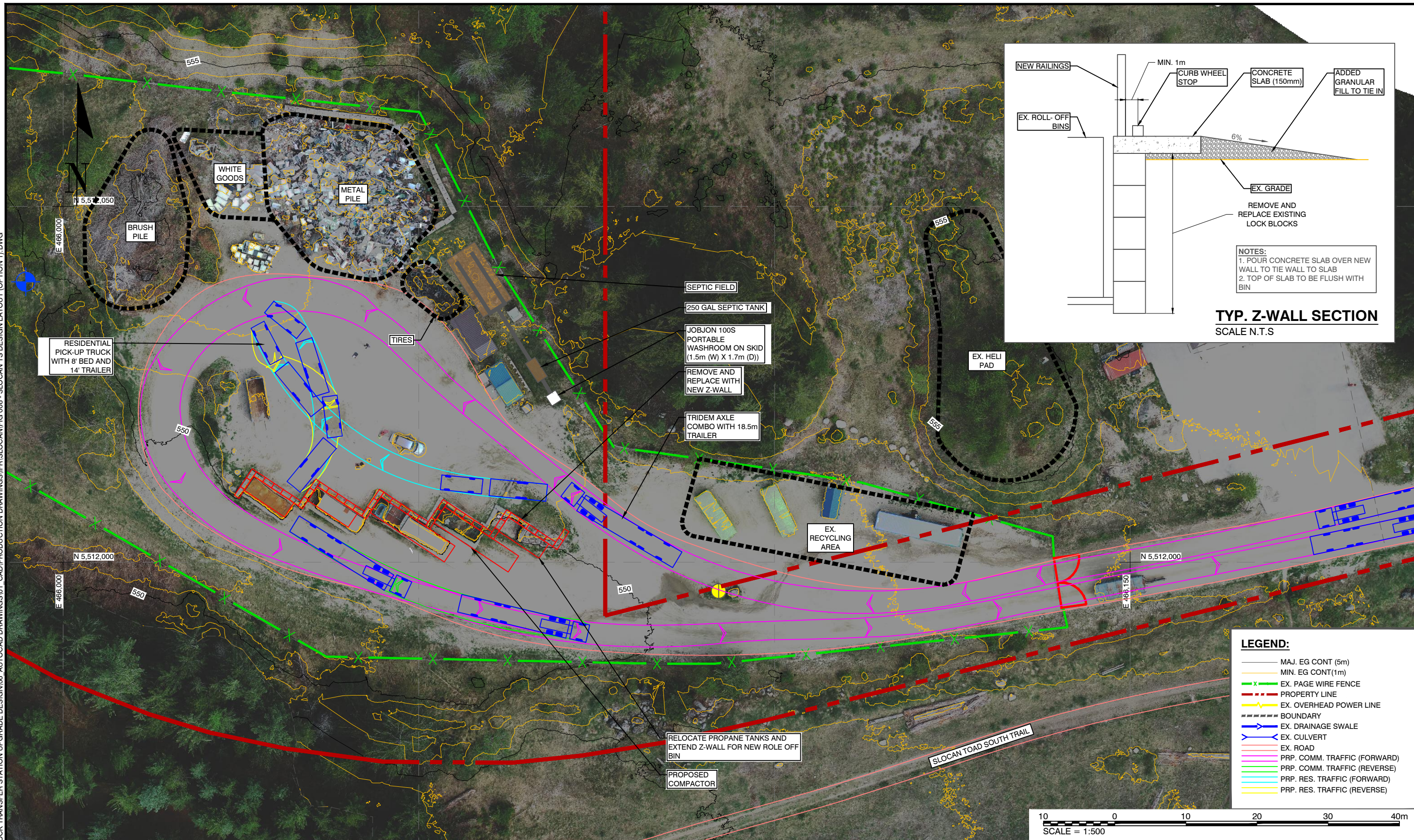
CLIENT:



DESIGN BY:	B.HOULE	SHA PROJECT #	PRJ23059K
DRAWN BY:	A.TSANG	DATE CREATED:	2023/08/31
CHECKED BY:	S.GARTHWAITE	HORIZONTAL SCALE:	1:750
APPROVED BY:	--	VERTICAL SCALE:	1:750
ADJUST SCALE 50% FOR 34"x22" SHEET			

RDCK TRANSFER STATION UPGRADE DESIGN		
DESIGN LAYOUT #2 ROSEBERY TRANSFER STATION		
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PRJ23059K-006	A	006

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LEGEND:

- MAJ. EG CONT (5m)
- MIN. EG CONT (1m)
- x — EX. PAGE WIRE FENCE
- — — — — PROPERTY LINE
- — — — — EX. OVERHEAD POWER LINE
- — — — — BOUNDARY
- — — — — EX. DRAINAGE SWALE
- — — — — EX. CULVERT
- — — — — EX. ROAD
- — — — — PRP. COMM. TRAFFIC (FORWARD)
- — — — — PRP. COMM. TRAFFIC (REVERSE)
- — — — — PRP. RES. TRAFFIC (FORWARD)
- — — — — PRP. RES. TRAFFIC (REVERSE)



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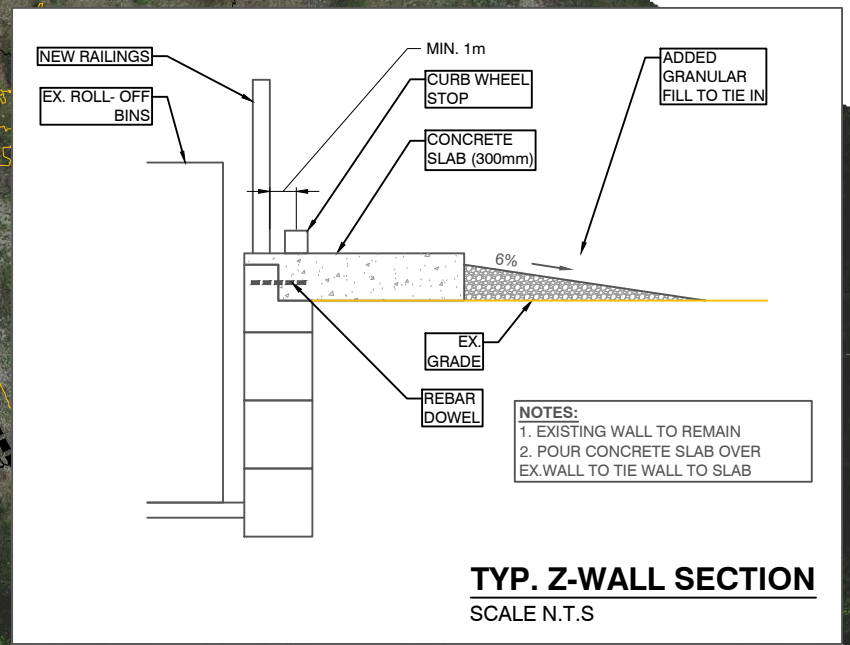
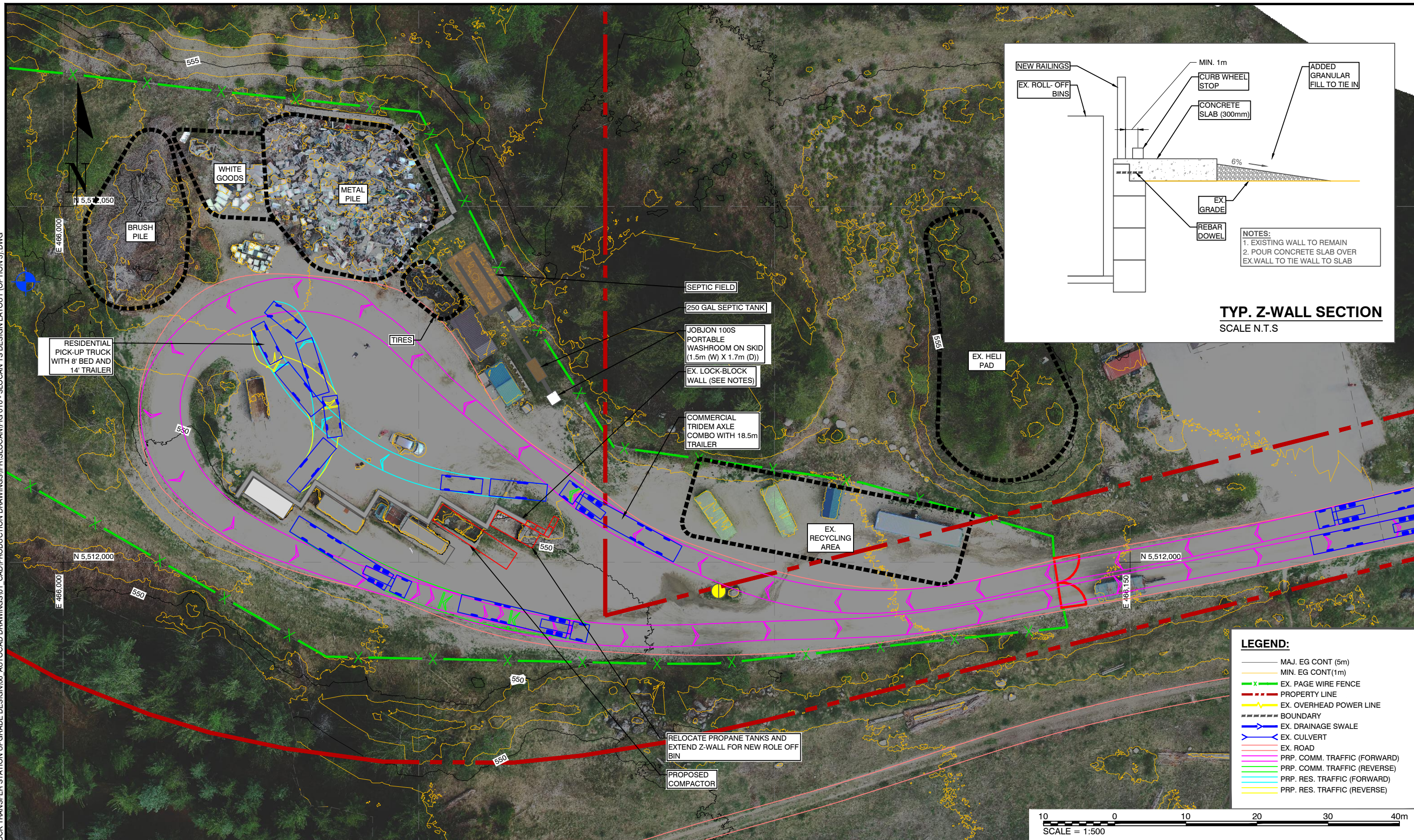
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DESIGN BY: B.HOULE	SHA PROJECT # PRJ23059K	RDCK TRANSFER STATION UPGRADE DESIGN
DRAWN BY: A.TSANG	DATE CREATED: 2023/08/31	DESIGN LAYOUT #1 SLOCAN TRANSFER STATION (REMOVAL & REPLACEMENT OF EX. Z-WALLS)
CHECKED BY: S.GARTHWAITE	HORIZONTAL SCALE: 1:500	
APPROVED BY: --	VERTICAL SCALE: 1:500	DRAWING NO: PRJ23059K-008 REV: A SHEET: 008
ADJUST SCALE 50% FOR 34"x22" SHEET		

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LEGEND:

- MAJ. EG CONT (5m)
- MIN. EG CONT (1m)
- x — EX. PAGE WIRE FENCE
- — — — — PROPERTY LINE
- — — — — EX. OVERHEAD POWER LINE
- — — — — BOUNDARY
- — — — — EX. DRAINAGE SWALE
- — — — — EX. CULVERT
- — — — — EX. ROAD
- — — — — PRP. COMM. TRAFFIC (FORWARD)
- — — — — PRP. COMM. TRAFFIC (REVERSE)
- — — — — PRP. RES. TRAFFIC (FORWARD)
- — — — — PRP. RES. TRAFFIC (REVERSE)



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A	23/09/14	ISSUE FOR 50% REVIEW	AT	SG	--

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This drawing is not approved for construction unless it bears a signed and dated engineer's stamp, affixed on or after the date of the last revision.

CLIENT:

DESIGN BY: B.HOULE	SHA PROJECT # PRJ23059K	RDCK TRANSFER STATION UPGRADE DESIGN
DRAWN BY: A.TSANG	DATE CREATED: 2023/08/31	DESIGN LAYOUT #3 SLOCAN TRANSFER STATION (MAINTAINING EXISTING WALL)
CHECKED BY: S.GARTHWAITE	HORIZONTAL SCALE: 1:500	
APPROVED BY: --	VERTICAL SCALE: 1:500	DRAWING NO: PRJ23059K-010 REV: A SHEET: 010
ADJUST SCALE 50% FOR 34"x22" SHEET		