Regional District of Central Kootenay

WEST RESOURCE RECOVERY COMMITTEE

Open Meeting Agenda

Date: Monday, May 12, 2025

Time: 2:30 pm

Location: Hybrid Model - In-person and Remote

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

Pages

1. ZOOM REMOTE MEETING INFO

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

Meeting Time:

2:30 p.m. PST

Join by Video:

https://rdck-bc-ca.zoom.us/j/98887102696?pwd=SbadUFOzUZ3VfK3apb155QGYe956bx.1

Join by Phone:

833 955 1088 Canada Toll-free

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

Meeting ID: 988 8710 2696
Meeting Password: 002114

In-Person Location: Columbia Room, Castlegar & District Community Complex, 2101 6 Ave, Castlegar

2. CALL TO ORDER & WELCOME

Chair Popoff called the West Resource Recovery Committee meeting to order at

________ p.m.

2.1 TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

2.2 ADOPTION OF THE AGENDA

RECOMMENDATION:
The agenda for the May 12, 2025 West Resource Recovery Committee meeting be adopted as circulated.

2.3 RECEIPT OF MINUTES 4 - 8

The January 1, 2025 Joint Resource Recovery minutes, have been received.

3. ADDRESSING RESOURCE RECOVERY CONCERNS IN THE WEST SUB-REGION 9 - 15

The May 12, 2025 Committee Report from Heidi Bench, Resource Recovery Projects Advisor addressing Resource Recovery concerns in the West Sub-Region, has been received for information.

4. AFTER HOURS MUNICIPAL WASTE DISPOSAL AT RDCK TRANSFER STATIONS 16 - 30

The May 12, 2025 Committee Report from Heidi Bench, Resource Recovery Projects Advisor regarding the after hours disposal of municipal waste at RDCK Transfer Stations, has been received.

RECOMMENDATION:
That the Board direct Staff to execute a Site Access Agreement to allow municipalities access to RDCK transfer stations outside of facility operating hours for the disposal of mixed waste and other pre-approved types of waste.

5. WEST SUB-REGION TRANSFER STATION AND LANDFILL TOUR RECAP

Amy Wilson, Resource Recovery Manager will provide a verbal report including project highlights and tour summaries of the below facilities:

- Slocan Transfer Station
- Rosebery Transfer Station
- Nakusp Transfer Station / Landfill
- Ootischenia Landfill

This will be followed with an open discussion on each project / facility.

6. PUBLIC TIME

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

7. ADJOURNMENT

RECOMMENDATION:
The West Resource Recovery Committee meeting adjourn at ______ p.m.

File: 0515-20-WRRC

West Resource Recovery Committee
Open Meeting **MINUTES**

A West Resource Recovery Committee meeting was held on Tuesday January 7, 2025 at 1:00 pm (PST) / 2:00 pm (MST) through a hybrid model.

ELECTED OFFICIALS PRESENT	**Director W. Popoff**	**Area H (Chair)**	**In-Person**
	Director A. Davidoff	Area I	
	Director H. Hanegraaf	Area J	
	Director T. Weatherhead	Area K	
	Director M. McFadden	City of Castlegar	
	Director T. Zeleznik	Village of Nakusp	
	Director L. Casley	Village of New Denver	
	Director L. Main	Village of Silverton	
	Director E. Buller	Village of Slocan	
GUEST DIRECTORS	Director G. Jackman	East Resource Recovery Committee Chair	
	Director T. Newell	Central Resource Recovery Committee Chair	In-Person
STAFF PRESENT	S. Horn	Chief Administartive Officer	
	Y. Malloff	Chief Financial Officer	
	U. Wolf	General Manager of Environmental Services	In-Person
	A. Wilson	Resource Recovery Manager	In-Person
	E. Clark	Meeting Coordinator	In-Person

1. ZOOM REMOTE MEETING INFO

Join by Meeting Link:
https://rdck-bc-ca.zoom.us/j/93090552094?pwd=zYP7ikpJa5FJeZj0UPj2YcPRO0fI4a.1&from=addon

Meeting ID: 930 9055 2094
Passcode: 528683

Dial by your location
855 703 8985 Canada Toll-free

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

2. CALL TO ORDER

General Manager Wolf called the West Resource Recovery Committee meeting to order at 1:00 p.m.

3. ELECTION OF THE 2025 COMMITTEE CHAIR

3.1 Call for Nominations (Three Times)

General Manager Wolf called for nominations the first time.
Director Main nominated Director Popoff.
General Manager Wolf called for further nominations a second and third time.

3.2 Opportunity for Candidates to Address the Committee

No address.

3.3 Vote by Secret Ballot

No vote.

3.4 Declaration of Elected or Acclaimed 2025 West Resource Recovery Committee Chair

General Manager Wolf declared Director Popoff being acclaimed as Chair of the West Resource Recovery Committee for 2025.

3.5 Destroy Ballots

No ballots.

4. CHAIR'S ADDRESS

Chair Popoff thanked the Committee for their support and gave a brief history of his experience with the Resource Recovery Committees.

5. COMMENCEMENT OF REGULAR COMMITTEE MEETING

Director Popoff, West Reource Recovery Committee Chair assumes the Chair.

5.1 Traditional Lands Acknowledgement Statement

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

5.2 Adoption of the Agenda

Moved and Seconded,
And Resolved:

The Agenda for the January 7, 2025 West Resource Recovery Committee meeting be adopted as circulated.

Carried

5.3 Freedom of the Floor

Moved and Seconded,
And Resolved:

That East Resource Recovery Committee Chair Director Jackman and Central Resource Recovery Committee Chair Director Newell have freedom of the floor.

Carried

5.4 Receipt of Minutes

The September 11, 2024 West Resource Recovery Committee Minutes, have been received.

6. **TIPPING FEE ASSESSMENT & SYSTEM EFFICIENCY STUDY**

Agenda Item 6 was referred from the November 13, 2024 Joint Resource Recovery Committee meeting.

The October 31, 2024 Committee Report from Heidi Bench, Projects Advisor presenting a summary of the results of the Resource Recovery System Efficiency Study and recommending moving forward with the closure of Riondel, Kokanee Park Marina and Winlaw Recycling Depot, has been received.

DIRECTOR PRESENT Director Davidoff joined the meeting at 1:11 p.m.

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

That the Board authorize staff to plan the permanent closure of Winlaw Recycling Depot in 2025.

Carried

7. DRAFT 2025-2029 FINANCIAL PLANS

The following DRAFT 2025-2029 Financial Plans have been received:

a. Service S188: West Resource Recovery
b. Service A118: Recycling Program – West Sub-Region
c. Service A120: Organics Program – Central & West Sub-Regions

DIRECTOR ABSENT Director Davidoff left the meeting at 2:36 p.m.

RECESS/ RECONVENE Meeting recessed for a break from 2:36 p.m. and reconvened at 2:45 p.m.

DIRECTOR ABSENT Director Casley left the meeting at 3:14 p.m.

8. PUBLIC TIME

The Chair called for questions from the public and members of the media at 3:26 p.m.

A member of the public asked a question regarding tipping fee increase expectations over the next 10 to 20 years. Staff answered the question.

DIRECTOR ABSENT Director Hannegraaf and Director McFaddin left the meeting at 3:44 p.m.

9. ADJOURNMENT

Moved and Seconded,
And resolved that:

The January 7, 2025 West Resource Recovery Committee meeting adjourn at 3:47 p.m.

Carried

CERTIFIED CORRECT

Approved by

____
Director W. Popoff, Chair
West Resource Recovery Committee
January 7, 2025

BOARD RECOMMENDATIONS AS ADOPTED AT THE JANUARY 7, 2025 WEST RESOURCE RECOVERY COMMITTEE MEETING

RECOMMENDATION #1
That the Board authorize staff to plan the permanent closure of Winlaw Recycling Depot in 2025.

Committee Report – For Information

May 12, 2025

Addressing Resource Recovery Concerns in the West Sub-Region

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

1.0 PURPOSE OF REPORT

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

2.0 BACKGROUND AND UDPATE

2.1 Tipping fees at scaled versus non-scaled sites

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

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

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

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

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

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

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

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

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

2.2 Closure of the Nakusp landfill

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

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

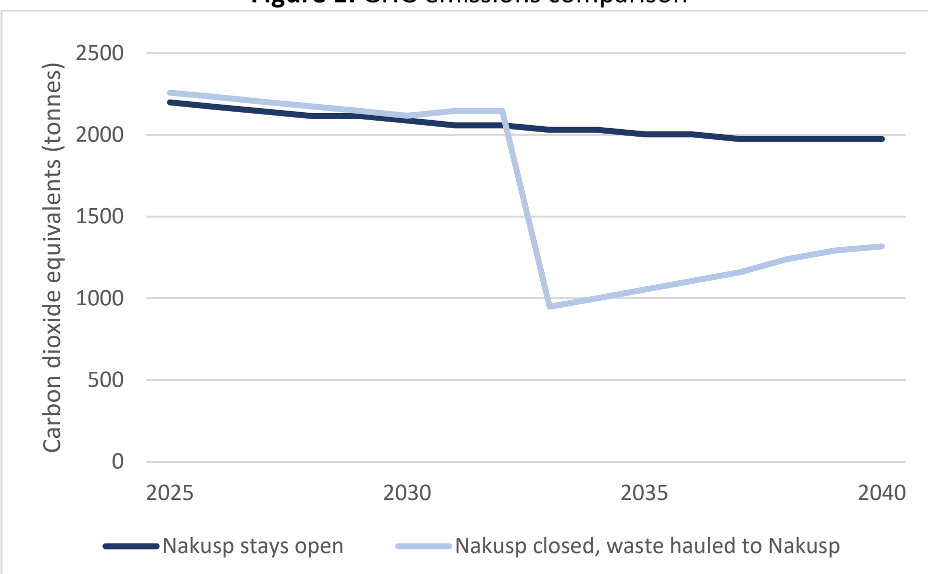
Table 2 summarizes the 2024 annual facility operating cost, the estimated annual cost if the landfill were to continue operating with the developments required to maintain compliance with the Criteria, and the estimated annual costs going forward with the plan to close the landfill and haul waste to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

Table 2: Nakusp facility cost comparison

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

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

Figure 1: GHG emissions comparison



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

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

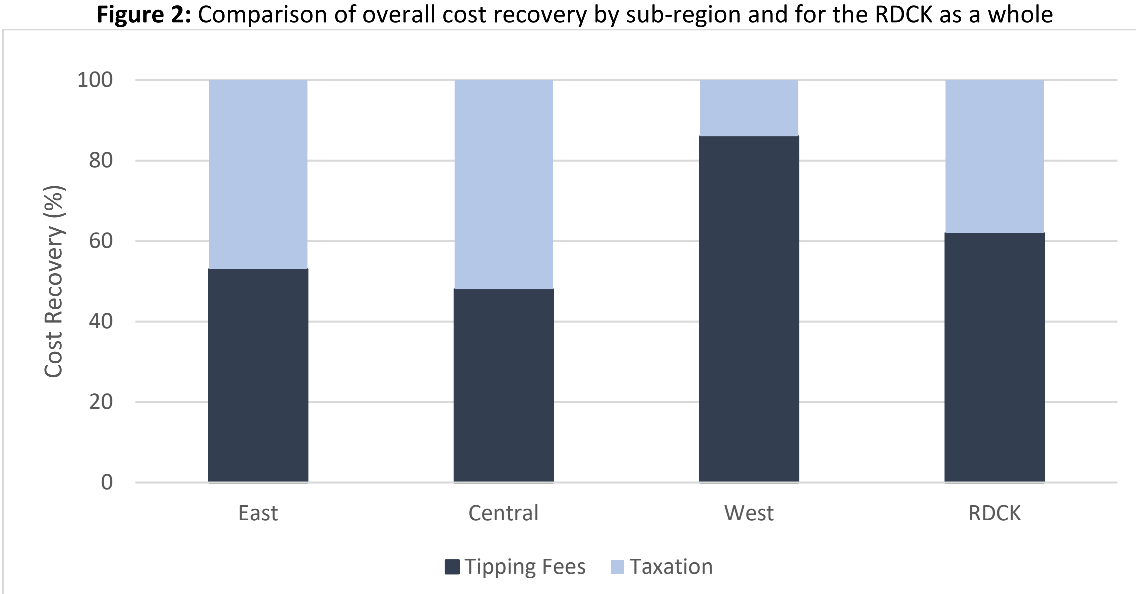
Landfill gas management systems cost several million dollars to implement and are not economically viable at small landfills like Nakusp. Based on the landfill development currently planned at Ootischenia, it is expected that the emissions reduction associated with disposing of Nakusp area waste at Ootischenia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

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

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

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

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



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

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

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

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

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

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

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

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

3.0 NEXT STEPS AND TIMELINE

3.1 Tipping fees at scaled versus non-scaled sites

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

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

3.2 Closure of the Nakusp landfill

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

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

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

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

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

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

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

Respectfully submitted,
Heidi Bench – Resource Recovery Projects Advisor

CONCURRENCE

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

Committee Report

May 12, 2025

After Hours Municipal Waste Disposal at RDCK Transfer Stations

Author:	Heidi Bench, Resource Recovery Project Advisor
File Reference:	6300_20
Electoral Area/Municipality:	West sub-region
Services Impacted	S188 Refuse Disposal – West Subregion

1.0 STAFF RECOMMENDATION

That the Board direct Staff to execute a Site Access Agreement to allow municipalities access to RDCK transfer stations outside of facility operating hours for the disposal of mixed waste and other pre-approved types of waste.

2.0 BACKGROUND/HISTORY

Operating hours of RDCK transfer stations are generally determined based on service area, population, and historical site traffic and waste volume data. To maximize cost effectiveness and operational efficiency, RDCK transfer stations in areas with lower population densities have less operating hours than in more densely populated areas. In the west sub-region, most transfer stations are open one to three days per week. As part of the 2024 System Efficiency Study, GHD Limited completed a benchmarking assessment that indicated that the RDCK provides a higher than average level of service compared to other regional districts, and a relatively consistent level of service across the RDCK's three sub-regions.

After hours waste disposal is generally not permitted at RDCK transfer stations. Exceptions currently exist for septage and Regional District of Kootenay Boundary (RDKB) food waste at Central landfill, as well as for the Villages of New Denver, Silverton, and Slocan to dispose of mixed waste at Rosebery and Slocan transfer stations.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

When municipal waste collection schedules do not align with the operating hours of the nearest transfer station, without after hours access to these facilities, municipalities must either haul that waste to the nearest landfill, or manage the risk of holding mixed waste in their trucks, which are not designed for long-term waste storage or preventing animal scavenging, until the transfer station opens.

The number of municipalities requesting after hours access for municipal mixed waste disposal has recently increased. Additionally, the installation of waste compactors at Nakusp, Rosebery, and Slocan transfer stations increases the operational and safety risks associated with after hours waste disposal.

Disposal of mixed waste outside of transfer station operating hours has historically caused some operational challenges, such as security concerns from gates being left unlocked, bins being filled outside of site hours limiting capacity for when the site opens and sometimes leading to unscheduled site closures, and impacts on hauling efficiency. As a temporary solution to the bin capacity and hauling challenges, the hauling contractor sometimes collects bins that are not full to ensure that there is an empty bin on-site for when the transfer station opens to the public. This practice reduces the hauling efficiency and therefore increases hauling costs.

RDCK Staff want to work with municipalities to maximize access and efficiency in waste management, while minimizing challenges to all parties as much as possible. There is currently no formal agreement in place to set clear, consistent expectations for after hours municipal waste disposal at RDCK transfer stations.

3.1 Alignment to Board Strategic Plan

Establishing clear and consistent expectations that would allow for safe and efficient after hours municipal waste disposal at RDCK transfer stations aligns with the RDCK Strategic Plan value of working together to create the best future for our region. It also aligns with the strategic priority of organizational excellence, specifically the following areas of focus:

- to continue to update our policies and processes to be responsive and adaptable;
- to ensure effective and efficient delivery of our core services throughout our region; and,
- to prioritize communication, transparency, and accessibility.

3.2 Legislative Considerations

Regional districts are obligated to provide regional solid waste management, however there is no legislative requirement to allow after hours disposal at RDCK transfer stations. If after hours access is permitted, municipalities would be responsible for recording accurate waste load sizes (volume or tonnage, depending on the site) to ensure compliance with the user fee schedule as set by Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025.

3.3 What Are the Risks

The risk of continuing to allow after hours access without a formal agreement in place is that operational challenges and hauling inefficiencies associated with after hours waste disposal could continue and increase as more municipalities are allowed access. There are also operational and safety risks associated with the use of on-site equipment (scale and compactors, working alone, etc.) without requiring staff training.

4.0 PROPOSED SOLUTION

Staff propose requiring a Site Access Agreement be executed between the RDCK and any municipalities disposing of municipal mixed waste at RDCK transfer stations after hours. A draft of the proposed agreement is provided as Attachment A. This agreement clearly communicates requirements and expectations to ensure safety and consistency in terms of after hours site access across the RDCK. This agreement is also intended to minimize potential operational impacts and hauling inefficiencies, and ensure that all parties accessing RDCK sites after hours have the necessary insurance and training (e.g. for compactors or scales, where applicable).

Schedule A of the proposed agreement includes specific terms that outline the responsibilities for any municipalities disposing of mixed waste after hours. Most of these terms are based on already established practices for after hours transfer station use. New terms include requiring training for use of compactors and prioritizing the use of compactors, where available, over roll off bins, and requiring bin status (fullness) be reported after each after hours visit.

4.1 Financial Considerations of the Proposed Solution

Costs associated with hauling waste from transfer stations to the nearest landfill in the West sub-region are paid from West Resource Recovery Waste Service S188 account 54030 (contracted services).

Municipalities pay tipping fees on all waste disposed at transfer stations as per the user fee schedule in Resource Recovery Facilities Regulatory Bylaw No. 2961, 2025. Staff do not recommend implementing any charges to municipalities for the after hours use of transfer stations for the routine disposal of municipal mixed waste, as that would effectively be penalizing municipal residents for reduced transfer station operating hours in areas with lower population densities. If any costs are incurred to manage after hours waste disposals (e.g. staffing to manage special loads), the municipality shall be responsible for covering these costs.

That being said, it is imperative that municipalities prioritize use of the compactors over rolloff bins when disposing of mixed waste to mitigate increased costs associated with hauling inefficiencies as much as possible. The new requirement of bin status reporting by municipalities each day they visit a site outside of operating hours is intended to address this.

4.2 Risks with the Proposed Solution

If the execution of a Site Access Agreement is required and if a municipality does not want to sign the agreement, they would risk not being able to access transfer stations outside of operating hours for municipal waste disposal.

If a Site Access Agreement requirement is not implemented, the risks discussed in Section 3.3 with continuing to allow after hours access to transfer stations for municipal waste disposal would apply.

4.3 Resource Allocation and Workplan Impact

The Site Access Agreement template (Attachment A) was drafted by the Contracts and Insurance Coordinator and reviewed and approved by the Corporate Officer. The terms in Schedule A, specifically Sections 7 and 8, were developed by Resource Recovery staff.

The Resource Recovery Operations Supervisor and Field Supervisors would oversee the coordination with municipalities, execution and ongoing maintenance of the Agreements, which must be signed by the Resource Recovery Manager and Corporate Officer. The agreements would need to be executed every three years, with the option to renew for one (1), two (2) year period.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The Site Access Agreement is provided as an attachment to this report to provide stakeholders (municipalities wishing to access transfer stations outside of operational hours) opportunity for input. Most of the terms are based on practices that are already currently in place.

4.5 Leveraging Technology

The agreement itself does not leverage technology; however the RDCK has leveraged technology by installing waste compactors, upgrading transactional software, and implementing the use of ConnectTeam to support staff communications and real-time reporting of bin status, as well as other site issues. These technologies help to improve waste tracking and hauling efficiency.

4.5 Measuring Success

This process would be considered successful if, under the proposed Site Access Agreement, historical challenges associated with after hours municipal waste disposal are mitigated.

5.0 ALTERNATIVE SOLUTION(S)

The alternative to requiring a Site Access Agreement would be to ban after hours disposal of municipal mixed waste at RDCK transfer stations.

This would require municipalities to either collect mixed waste on days where the transfer station is open, hold any collected waste outside of these hours until the next opening period, or transport the waste to the nearest landfill.

5.1 Financial Considerations of the Alternative Solution(s)

If this option is preferred, Staff could consider changing transfer station operational hours to better align with the needs of the municipalities; however unless identified in the operation hours review recommended by the System Efficiency Study, it is not anticipated that operating hours would be extended (i.e. hours could be changed, but no additional hours would be added). Based on this, this option is not anticipated to have any financial impacts to the RDCK.

This option would potentially result in additional costs to municipalities for waste management.

5.2 Risks with the Alternative Solution(s)

The risk associated with this solution is that it would likely make waste management more challenging for municipalities.

5.3 Resource Allocation and Workplan Impact

If this option is preferred, the Resource Recovery Operations Supervisor or Resource Recovery Manager would work with the affected municipalities to optimize site operational hours.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

This report was written with the intent of giving stakeholders (municipalities) the opportunity to engage on this topic. This option could potentially have a negative impact on the public in smaller municipalities due to additional costs, odours, and animal scavenging related to storing of waste in their communities or additional costs associated with farther waste hauling. If municipalities change their collection days to match RDCK facility operating hours, or vice versa, that could be unfavourable for residents and businesses, as it would concentrate the overall number of days they are able to dispose of waste each week.

5.5 Measuring Success

The implementation of this option would be considered successful if municipalities feel they are able to meet their waste management needs within RDCK transfer station operating hours.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

An additional option is to require a Site Access Agreement, but amend the terms or conditions outlined in the proposed agreement (Attachment A). The Staff recommendation and discussion in Section 4 would apply to this option.

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board direct Staff to execute a Site Access Agreement to allow municipalities access to RDCK transfer stations outside of facility operating hours for the disposal of mixed waste and other pre-approved types of waste.

Option 2:

Recommendation:

That the Board direct Staff to ban disposal at RDCK transfer stations outside of facility operating hours, with the exception of septage and organics at the Central Transfer Station.

8.0 RECOMMENDATION

That the Board direct Staff to execute a Site Access Agreement to allow municipalities access to RDCK transfer stations outside of facility operating hours for the disposal of mixed waste and other pre-approved types of waste.

Respectfully submitted,
Heidi Bench, Resource Recovery Projects Advisor

CONCURRENCE

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

ATTACHMENTS:

Attachment A – Proposed Site Access Agreement Template

Site Access
Agreement

Contract #: YYYY-##-DEPT_LICENSEE_NAME
Project: AFTER HOURS TRANSFER STATION ACCESS FOR WASTE DISPOSAL
GL Account #: Account #
Board Resolution(s): Add Board Resolution(s) # relevant to this contract

THIS AGREEMENT executed and dated for reference the: Day day of Month, Year
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Agreement Administrator: First and Last Name
Telephone: Phone #
Email: Email

AND

LICENSEE NAME
(hereinafter called the "Licensee")
at the following address:
Address
City, Province Postal Code
Agreement Administrator: First and Last Name
Telephone: Phone #
Email: Email

The Parties agree to the General Terms and Conditions of this Agreement and the Schedules outlined below, which are incorporated into, and form part of this Agreement:

- Schedule A – Term, Designated Space and Activities
- Schedule B – Insurance
- Schedule C – Safe Work Procedures
- Schedule D – Off Hours Deposit Log

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	LICENSEE NAME
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

GENERAL TERMS AND CONDITIONS

1 **RECITALS -** For good and valuable consideration, the receipt of which is confirmed, the RDCK and the Licensee agree as follows:

(a) **WHEREAS** the RDCK owns and operates the site identified in Schedule A (hereinafter referred to as "RDCK Premises").

(b) **WHEREAS** the Licensee wishes to access and use the area of the RDCK Premises identified in Schedule A as the “Designated Space” for the Activities set out in Schedule A; and

(c) **WHEREAS** the RDCK has agreed to grant the Licensee the limited right to access and use the Designated Space for the Activities set out in Schedule A on the terms and conditions as set out in this Agreement.

2 **DEFINITIONS** - In this Agreement and in any Schedules and amendments to this Agreement, the following terms shall have the meanings set forth below, and any terms defined elsewhere in this Agreement shall have the meanings given to them in this Agreement:

(a) **“ACTIVITIES”** means the Activities identified in Schedule A of this Agreement.

(b) **“AGREEMENT” “CONTRACT”** means this Agreement including any Schedules to this Agreement, as the same may be amended, supplemented, or restated from time to time in accordance with the terms of this Agreement.

(c) **“BUSINESS DAY”** means a day other than a Saturday, a Sunday or a statutory or civic holiday in the Province of British Columbia.

(d) **“COMMENCEMENT DATE”** means the date described in Section 1 of Schedule A of this Agreement.

(e) **“DESIGNATED SPACE”** means the area of RDCK owned property, including building(s) and structures, identified in Schedule A as the Designated Space for the purpose of the Licensee’s Activities.

(f) **“RDCK'S PREMISES” “PREMISES”** means the physical location depicted in Schedule A (buildings, structures, and/or Lands) located on RDCK owned property.

(g) **“RDCK”** means the Regional District of Central Kootenay.

(h) **“RENEWAL TERM”** means the period after the Term for which this Agreement may be renewed and extended, and if applicable to this Agreement, is as described in Schedule A.

(i) **“TERM”** means the duration of this Agreement as provided for in Section 1 of Schedule A of this Agreement.

(j) **“WORK”** means the labour and materials associated with installing, operating, maintaining, repairing, or replacing infrastructure.

3 **INTERPRETATION** - For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

(a) words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable;

(b) the headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.

4 **LAW** - This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

5 **ACCESS** - The RDCK hereby grants to the Licensee term-specific, and non-exclusive access to use the Designated Space for the Activities identified in Schedule A at sole expense and risk of the Licensee.

6 **RISK** - The Licensee accepts and will use the Designated Space at its own risk and agrees that neither the RDCK nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Designated Space. The RDCK is not responsible for any loss, damage or theft of items belonging to the Licensee.

7 **NO LIABILITY FOR INTERFERENCE** - The RDCK does not warrant that the use of the Designated Space by the Licensee pursuant to this Agreement will be free from interruptions caused or required by maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK and the Licensee releases the RDCK from any loss or expenses rising therefrom.

8 **NO NUISANCE** - The Licensee will make reasonable efforts to not, at any time during the Term or any Renewal Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Designated Space or any part of the RDCK’s Premises thereof any noisy, noxious or offensive art, trade, business, occupation, or event and, the Licensee will not carry on, or suffer or permit to be carried on, any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the RDCK, or to any occupant of premises in the vicinity of the Designated Space or to the public generally, including but not limited to smoking, vaping, alcohol and/or cannabis consumption, other than as authorized by the RDCK under the terms of this Agreement.

9 **DAMAGE** - The Licensee must notify the RDCK if they cause or notice any damage to any infrastructure on the RDCK’s Premises.

10 **SITE REPAIRS AND MAINTENANCE** - The RDCK will not be obliged to repair, maintain, replace or alter the RDCK Premises, including the Designated Space, during the Term or to supply any services or utilities thereto save and except for such services and utilities as the RDCK may be required to provide strictly in its capacity as a local government.

11 **LICENSEE CLEANING AND MAINTENANCE** - At its own expenses the Licensee shall be responsible for all set up, clean up, damage and waste removal related to the Activities identified in Schedule A. The Licensee shall leave the Designated Space in satisfactory state for use by the RDCK.

12 **PUBLIC SAFETY** – The Licensee shall take all reasonable precautions to ensure the safety of all persons using the

Designated Space.

13 WASTE - The Licensee will not commit, suffer, or permit any willful or voluntary waste, spoil or destruction of the RDCK Premises.

14 ENVIRONMENTAL CONTAMINATION - The Licensee will at all times and in all respects comply with and abide by the requirements of all applicable Federal, Provincial or Municipal statutes, bylaws, regulations, orders and guidelines, which deal with environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, and hazardous material or hazardous substance. Without limiting the foregoing, the Licensee will comply with the following provisions:

(a) the Licensee will comply with any and all duties, obligations or liabilities under any relevant law in respect of the Designated Space, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Designated Space caused by the Licensee during the Term;

(b) the Licensee must provide the RDCK with immediate notice of any condition on the Designated Space that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies upon becoming aware of such condition. For the purpose of this agreement the notice is to be provided to the RDCK Agreement Administrator identified on the first page of this Agreement; and

(c) the Licensee must provide the RDCK with immediate notice in writing, upon the Licensee becoming aware of any contamination of the Designated Space.

15 RDCK LIMITATION OF LIABILITY - Except as expressly provided in this Agreement, the RDCK, or any of its respective directors, officers, employees, contractor, landlords or agents, will not be liable to the Licensee for any special, incidental, indirect, punitive or consequential damages in connection with or arising from the performance of their obligations under this Agreement. This limitation on damages will not apply in the event of an intentional or willful breach by the RDCK of its obligations hereunder.

16 INDEMNITY - The Licensee must indemnify and save **harmless** the RDCK, its elected official(s), officer(s), employee(s) and agent(s) and their successor(s), assign(s) and any authorized representative(s) and each of them (each a "RDCK Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses (collectively referred to as "**Claims**") that a RDCK Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of the Agreement, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission, or by any breach of this Agreement by the Licensee or by any of the Licensee's agents, employees, officers, directors, or subcontractors related to this Agreement, except to the extent, if any, to which such Liability arises out of or is attributable to the negligence of the RDCK, and its officer(s), director(s), contractor(s), assign(s), employee(s) and agent(s) and authorized representative(s). The RDCK is entitled to enforce the indemnity obligations of RDCK Indemnified Persons on their behalf.

17 SURVIVAL OF INDEMNITY AND LIMITATION OF LIABILITY - The indemnity and release contained in this Agreement will survive the expiration or earlier termination of the Term.

18 INSURANCE - During the Term and for any additional period following the end of the Term set out in Schedule A of this Agreement, the Licensee will have and maintain in force in Canada, at a minimum, the insurance coverages set out in the Schedule B, and the Licensee will otherwise comply with the provisions of the Schedule B. Failure to secure such insurance coverage, or the failure to comply fully with any of the Schedule B will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Licensee are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by the Licensee under this Agreement.

19 For the purposes of sections 15, 16, 17 and 18, "Licensee" includes the Licensee, any assignee, sub-licensee, contractor or subcontractor of the Licensee.

20 TERMINATION– Either party can terminate this agreement at any time without notice.

MISCELLANEOUS PROVISIONS

21 NO WAIVER - No waiver or nor neglect by the RDCK to enforce this Agreement upon breach by the Licensee of any covenants, conditions or agreement contained in this Agreement shall be deemed a waiver by the RDCK of such rights upon subsequent breach of the same or any other covenant or condition of this Agreement. A waiver is effective only if it is in writing.

22 AMENDMENT - The Agreement may not be modified or amended except by an instrument in writing signed by the RDCK and the Licensee.

23 NATURE OF INTEREST - The rights granted to the Licensee under this Agreement are those of a site access agreement only, and shall not constitute a partnership, joint venture, lease or any other form of tenancy arrangement as between the parties.

24 POWERS PRESERVED - Nothing in this Agreement affects the right of the RDCK to exercise its power within its jurisdiction.

25 AUTHORITY - The Licensee represents and warrants to the RDCK that it has full authority to enter into this Agreement and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Agreement on its behalf are authorized to bind the Licensee by their signatures.

26 ENTIRE AGREEMENT - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

27 COVENANTS AND CONDITIONS - All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

28 ENUREMENT - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

29 NO DEROGATION - Nothing contained or implied in this Agreement will impair or affect the RDCK's rights and powers in the exercise of its functions pursuant to the *Local Government Act or* any other enactment, and all such powers and right may be fully exercised in relation to the RDCK's Premises, including the Designated Space, as if this Agreement had not been entered into between the Licensee and the RDCK. The Licensee acknowledges that fulfillment of the condition precedent set out in this Agreement may require that the Board of the RDCK adopt bylaws or issue permits and that the passage of said resolutions or adoption of said bylaws or issuance of said permits by the Board of the RDCK are within its sole absolute discretion which is not any manner subject to the provisions hereof.

SCHEDULE A – TERM, DESIGNATED SPACE, ACTIVITIES

1 **TERM** - Notwithstanding the date of execution, this Agreement shall commence on **DD Month YYYY** ("**Commencement Date**") and end on **DD Month YYYY** (the "**Term**").

2 **RENEWAL** - The Agreement may be renewed for one (1), two (2) year period upon mutual agreement ("**Renewal Term**").

3 **RDCK PREMISES AND DESIGNATED SPACE** - The RDCK owns and operates the Add Property Name, and all appurtenances as located at street address, in City/Town, Province of British Columbia, more particularly known and described as: Lot, block, plan # and D.L., in the map and site plans included below ("RDCK Premises") and has identified the name of Designated Space, which area is marked on the map below, as the "**Designated Space**", which the Licensee may access as per the terms of this Agreement.

Add maps and site plans and **DELETE THIS COMMENT**. Ensure that the Designated Space is clearly outlined and marked as being the Designated Space and that any buildings or structures or areas relevant to this Agreement (ie. parking lot) are clearly identified.

4 **ACTIVITIES** - The Licensee is authorized to undertake the following Activities in the Designated Space ("Activities"):

(a) Disposal of municipal mixed waste and other pre-approved waste;

(b) Use of the waste compactor and scale to facilitate the disposal of municipal mixed waste.

5 **ACCESS TIMES** - The Licensee may only access and use the Designated Space during the following times:

- Any day of the week between the hours of 7:00am and 5:00pm.

6 **KEYS** - Access keys will be provided by the RDCK to the Licensee's Key Holder(s) identified below:

KEY HOLDER NAME	PHONE NUMBER	EMAIL
first and last name	xxx-xxx-xxxx	Email
first and last name	xxx-xxx-xxxx	Email

(a) The Licensee must adhere to the following conditions for use of the keys:

(i) Any changes to the Key Holder(s) must be reported in writing to the RDCK Agreement Administrator identified on the first page of this agreement within 3 business days;

(ii) The use of the keys is only for access to the Designated Space;

(iii) The Licensee is not authorized to copy the keys or lend, share or distribute the key(s) to others;

(iv) The keys must be returned at the end date of this Agreement;

(v) Other than when entering or exiting the Designated Space, the Licensee must ensure that gates are kept closed and locked at all times, including when on site, to prevent unauthorized use of the transfer station.

7 **SAFETY** – The Licensee must follow the following safety procedures while on RDCK Premises. All Safe Work Procedures (SWPs) are provided in Schedule 3.

(a) **SWP 1.01 Handling Garbage**

(b) **SWP 1.13 Electric Fence**

(c) **SWP 1.XX Compactor Use**

8 **ADDITIONAL TERMS** – The Licensee must:

(a) Where applicable, ensure that the bear fence is activated each and every time a hauler leaves the site, including when returning with another load later in the day.

(b) Ensure that all bins are closed, and safety gates and railings are securely closed and locked prior to departure from the Designated Space.

(c) Ensure that all waste is deposited into the appropriate bin and that any material that is spilled elsewhere (including below the tipping wall) is cleaned up and appropriately disposed prior to departure from the Designated Space.

(d) Ensure that any staff performing after hours waste disposal are properly trained and competent in use of the waste compactor.

(e) Prioritize use of the waste compactor over roll off bins when disposing of mixed waste to maximize hauling efficiency. If the 80% full light on the compactor is on upon arrival at the Designated Space, use the mixed waste rolloff bin instead.

(f) Record the volume/tonnage of waste disposed for billing purposes (Off Hours Deposit Log provided in Schedule 4).

(g) Submit a bin status report to the RDCK Hotline on the day of the disposal.

(h) Immediately report any problems, unsafe conditions, or operational issues to the RDCK Hotline (urgent issues) or Field Supervisor (non-urgent issues).

(i) Provide a minimum of two (2) weeks notice ahead of any planned events that could result in larger than average waste disposals that may require extra hauling (e.g. seasonal clean-up events, festivals, etc.).

(j) If additional costs are incurred by the RDCK to manage loads of waste deposited after hours (e.g. staffing to manage special loads), the Licensee will cover these costs.

(k) Contravention of any of the above terms may lead to the termination of access to the Designated Space outside of facility operating hours.

SCHEDULE B – INSURANCE

WORKSAFE

1 The Licensee shall:

(a) Ensure compliance, on their part and on the part of all of their subcontractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.

(b) At its own expense, the Licensee must obtain WorkSafe BC coverage for itself, all workers and any or other individuals employed or engaged who will be accessing the RDCK's Premises.

(c) The Licensee is responsible for all fines, levies, penalties and assessments made or imposed under the Worker's Compensation Act and regulations relating in any way to access to the RDCK's Premises, and indemnify and save harmless the RDCK from fines, levies, penalties and assessments.

2 The Licensee must provide the RDCK with their WorkSafe BC number and must pay and keep current during the term of the Agreement, all assessments required by WorkSafe BC in relation to this Agreement.

INSURANCE

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

COVERAGE TYPE	AMOUNT	AGGREGATE	DEDUCTIBLE
(a) **Comprehensive Commercial General Liability** insurance against claims for bodily injury, death or property damage arising out of this Agreement;	**$ 5,000,000 per occurrence**	**N/A**	**$5,000**

4 The Licensee's **Comprehensive Commercial General Liability insurance** must include the following endorsements:

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

(b) **Blanket Contractual** Liability;

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

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

(e) Broad Form **Personal Injury**;

(f) a **Waiver of Subrogation** clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);

(g) **be primary** in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will **not contribute to it**;

(h) **require** the insurer **not cancel or materially change** the insurance without first giving the RDCK **thirty days' prior written notice**; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand;

5 If the Insurance Policies expire during the Term, the Licensee shall renew the Insurance Policies prior to the expiry date and provide a Certificate of Insurance confirming such renewal to the RDCK. In the event the Licensee shall fail to take out and maintain such insurance at all times during the Term as provided in this Schedule, the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Licensee and the Licensee will pay to the RDCK, on demand, the RDCK's cost of so doing; or at the option of the RDCK, the RDCK shall be entitled to terminate this Agreement in which event all rights of the Licensee to use the RDCK's Premises shall immediately cease.

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

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

(a) within 30 days of receiving such a notice, cause the amounts to be changed and deliver to RDCK a letter from its insurer certifying the change in the amount of insurance; or

(b) alternatively, within 30 days of receiving such notice, advise RDCK in writing that it objects to a change in the insurance required and the reasons for its objection and upon such objection, the parties shall use their best efforts to resolve the issue(s) underlying the objection.

8 All policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in an amount to which the RDCK consents. Consent, non-consent, and/or authorized consent of the RDCK will not constitute an agreement by the RDCK to participate in the financial undertaking of the Licensee to satisfy any deductible payable. The Licensee will be solely responsible for any and all insurance deductible.

9 That the Licensee will not do or permit anything to be done whereby any of the RDCK's policy of insurance on the buildings or any part policy of insurance on the buildings or any part thereof may become void or voidable or whereby the premium thereon may be increased.

SCHEDULE 3 – SAFE WORK PROCEDURES

The Licensee must follow the following safety procedures while on RDCK Premises:

(a) **SWP 1.01 Handling Garbage**

(b) **SWP 1.13 Electric Fence**

(c) **SWP 1.XX Compactor Use**

SCHEDULE 4 – OFF HOURS DEPOSIT LOG

The Licensee must record the volume/tonnage of waste disposed for billing purposes on the attached Off Hours Deposit Log.