



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

Date: Wednesday, May 14, 2025
Time: 1:00 pm
Location: Hybrid Model - In-person and Remote

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

Pages

1. ZOOM REMOTE MEETING INFO

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

Meeting Time:

1:00 p.m. PST

Join by Video:

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

Join by Phone:

833 955 1088 Canada Toll-free

*6 to unmute or mute

*9 to raise or lower your hand

Meeting ID: 985 7216 4791

Meeting Password: 701014

2. CALL TO ORDER & WELCOME

Chair Popoff to call the meeting to order at _____ p.m.

2.1 TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

2.2 ADOPTION OF THE AGENDA

RECOMMENDATION:

The agenda for the May 14, 2025 Joint Resource Recovery meeting be adopted as circulated.

2.3 RECEIPT OF MINUTES

5 - 10

The March 19, 2025 Joint Resource Recovery minutes, have been received.

3. JRRC ITEMS

3.1 FINANCIAL PLAN AMENDMENT - CITY OF CASTLEGAR ORGANICS GRANT FUNDING [West Subregion]

11 - 13

The May 14, 2025 Committee Report from Matt Morrison, Organics Coordinator requesting a financial plan amendment for the City of Castlegar Organics Grant Funding, has been received.

RECOMMENDATION:

That the Board approve an amendment to the 2025 Financial Plan for Refuse Disposal - West Subregion Service S188 to increase Account Grants (57010) by \$719,738, and increase Account Prior year Surplus (49100) by \$719,738.

3.2 HB PIEZOMETER DRILLING & CENTRAL LANDFILL GROUNDWATER WELL INSTALLATION CONTRACT AWARD [Central Subregion]

14 - 63

The May 14, 2025 Committee Report from Alayne Hamilton, Environmental Projects Lead regarding the HB Piezometer Drilling and Central Landfill Groundwater Well Installation Contract Award, has been received.

RECOMMENDATION:

That the Board approve the RDCK enter into a Service Agreement with Drillwell Enterprises for the HB Tailings Facility piezometer drilling and Central Landfill groundwater monitoring well installation programs to a maximum value of \$80,196 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 S187 Central Sub-Region Resource Recovery.

3.3 CRESTON LANDFILL AND COMPOST FACILITY OPERATIONS & MAINTENANCE CONTRACT EXTENSIONS [East Subregion]

64 - 68

The May 14, 2025 Committee Report from Nathan Schilman,

Environmental Technologist regarding extensions for the Creston Landfill and Creston Compost Facility Operations & Maintenance contracts, has been received.

RECOMMENDATION 1:

That the Board approve the RDCK extending the current Landfill Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of \$292,938 not including GST for a period of 8 months ending May 31, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board approve an amendment to each year in the 2025-2029 Financial Plan for Refuse Disposal - East Subregion Service S186 to INCREASE Account 54030 Contracted Services by \$101,435 and DECREASE Account 59500 Contribution to Reserves by \$101,435;

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

RECOMMENDATION 2:

That the Board approve the RDCK extending the current Compost Facility Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of \$122,305 not including GST for a period of 8 months ending May 31, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from A119 Organics Program – East Subregion.

**3.4 FOR INFORMATION: ADDRESSING RESOURCE RECOVERY CONCERNS IN THE WEST SUB-REGION
[West Subregion]**

69 - 75

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

**3.5 FOR INFORMATION: AFTER HOURS MUNICIPAL WASTE DISPOSAL AT RDCK TRANSFER STATIONS
[West Subregion]**

76 - 90

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

4. PUBLIC TIME

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

5. ADJOURNMENT

RECOMMENDATION:

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



REGIONAL DISTRICT OF CENTRAL KOOTENAY

JOINT RESOURCE RECOVERY COMMITTEE

OPEN MEETING MINUTES

A Joint Resource Recovery Committee meeting was held on Wednesday, March 19, 2025
1:00 pm PST / 2:00 pm MST through a hybrid meeting model.

COMMITTEE MEMBERS	Director G. Jackman	Electoral Area A	In-person
	Director R. Tierney	Electoral Area B	In-person
	Director K. Vandenberghe	Electoral Area C	In-person
	Director A. Watson	Electoral Area D	In-person
	Alt. Director J. Smienk	Electoral Area E	In-person
	Director T. Newell	Electoral Area F (Chair)	In-person
	Director H. Cunningham	Electoral Area G	
	Director A. Davidoff	Electoral Area I	
	Director H. Hanegraaf	Electoral Area J	
	Director T. Weatherhead	Electoral Area K	In-person
	Director M. McFaddin	City of Castlegar	
	Councillor C. Hawton	Town of Creston	In-person
	Alt. Director R. Lang	Village of Kaslo	
	Director T. Zeleznik	Village of Nakusp	
	Director K. Page	City of Nelson	In-person
	Director L. Casley	Village of New Denver	
	Director D. Lockwood	Village of Salmo	In-person
	Alt. Director T. Gordon	Village of Silverton	
	Alt. Director J. Lunn	Village of Slocan	
MEMBERS ABSENT	Director W. Popoff	Electoral Area H	
STAFF	S. Horn	Corporate Administrative Officer	
	U. Wolf	General Manager of Environmental Services	
	A. Wilson	Resource Recovery Manager	
	N. Schilman	Environmental Technologist	
	A. Norimatsu	Resource Recovery Coordinator	
	E. Clark	Meeting Coordinator	

1. ZOOM REMOTE MEETING INFO

Join Zoom Meeting

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

Meeting ID: 985 7216 4791

Passcode: 701014

Dial by your location

833 955 1088 Canada Toll-free

In-Person Meeting Location for Hybrid Meeting Model

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

Location Name: RDCK Board Room

Location Address: 202 Lakeside Drive, Nelson, BC

2. CALL TO ORDER & WELCOME

Chair Newell called the meeting to order at 1:00 p.m.

2.1 Traditional Lands Acknowledgement Statement

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

2.2 Adoption of the Agenda

Moved and seconded,

And resolved:

The Agenda for the March 19, 2025 Joint Resource Recovery Committee meeting be adopted as circulated.

Carried

2.3 Receipt of Minutes

The February 19, 2025 Joint Resource Recovery Committee Minutes have been received.

3. SEPTAGE DISPOSAL FACILITIES REGULATORY BYLAW AMENDMENT

[All Areas]

The Committee Report from Todd Johnston, Environmental Coordinator presenting the Draft Regional District of Central Kootenay Septage Disposal Facilities Regulatory Bylaw No. 3021, 2025 to amend Regional District of Central Kootenay Septage Disposal Facilities Regulatory Bylaw No. 1751, 2005 and to increase the disposal rate for Septage, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Regional District of Central Kootenay Septage Disposal Facilities Regulatory Amendment Bylaw No. 3021, 2025, amending the Regional District of Central Kootenay Septage Disposal Facilities Regulatory Bylaw No. 1751, 2005, be read a FIRST, SECOND and THIRD time by content.

Carried

Moved and seconded,

And resolved that it be recommended to the Board:

That the Regional District of Central Kootenay Septage Disposal Facilities Regulatory Amendment Bylaw No. 3021, 2025 be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

Carried

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board direct staff to transfer \$28,015 from the S187 Refuse Disposal – Central Subregion Regular Reserve fund to the S187 Refuse Disposal – Central Subregion Septage Reserve fund, and transfer \$69,027 from the S186 Refuse Disposal – East Subregion Reserve Fund to the new East Septage Reserve Fund.

Carried

4. OOTISCHENIA LANDFILL DESIGN, OPERATIONS AND CLOSURE PLAN

[West Subregion]

The Committee Report from Nathan Schilman, Environmental Technologist regarding the contract award for the Ootischenia Landfill Interim Fill Plan, Design, Operations and Closure Plan, Transfer Station Preliminary Design, and General Consulting Support for a Lands Application, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a Consulting Services Agreement with Sperling Hansen Associates Inc. for the Ootischenia Landfill Interim Fill Plan, Design, Operations and Closure Plan, Transfer Station Preliminary Design, and General Consulting Support for a Lands Application for a two year term, with two optional one-year extensions upon mutual agreement, at up to a total costs of \$117,310, not including GST;

AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

Carried

5. LETTER TO THE MINISTRY OF ENVIRONMENT & PARKS - INTERCHANGE RECYCLING

[All Areas]

The Committee Report from Akane Norimatsu, Resource Recovery Technician regarding sending a response letter to the Ministry of Environment and Parks regarding Interchange Recycling's compliance with their Extended Producer Responsibility (EPR) program plan within the RDCK, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board send a letter to the Ministry of Environment and Parks, as drafted with amendments directed by the Joint Resource Recovery Committee the Ministry investigates Interchange Recycling's compliance with their Extended Producer Responsibility program plan within the RDCK;

AND FURTHER, that the Chair be authorized to sign the letter.

Carried

RECESS / The meeting recessed at 2:29 p.m. for a break and reconvened at 2:41 p.m.
RECONVENE

DIRECTOR Alt. Director Lunn left the meeting at 2:31 p.m.
ABSENT

6. RECYCLING COUNCIL OF BC (RCBC) 2024 ANNUAL SUMMARY

[All Areas]

Akane Norimatsu, Resource Recovery Technician will provide a verbal report on the Recycling Council of BC (RCBC) Recycling Hotline and Recyclepedia 2024 Annual Summary for the RDCK. The following report has been received:

- Recycling Council of BC (RCBC) Recycling Hotline and Recyclepedia 2024 Annual Summary - RDCK

7. PUBLIC TIME

The Chair called for questions from the public and members of the media at 2:48 p.m.

No questions from the public.

8. CLOSED

8.1 MEETING CLOSED TO THE PUBLIC

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

Moved and seconded,

And resolved that it be recommended to the Board:

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

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

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

Carried

8.2 RECESS OF OPEN MEETING

Moved and seconded,
And resolved:

The Open meeting be recessed at 2:51 p.m. in order to conduct the Closed meeting.

Carried

9. ADJOURNMENT

Moved and seconded,
And resolved:

The Joint Resource Recovery Committee meeting adjourned at 3:47 p.m.

Carried

CERTIFIED CORRECT

APPROVED BY

Director T. Newell, Chair

March 19, 2025

Joint Resource Recovery Committee Meeting

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

RECOMMENDATION #1

That the Regional District of Central Kootenay Septage Disposal Facilities Regulatory Amendment Bylaw No. 3021, 2025, amending the Regional District of Central Kootenay Septage Disposal Facilities Regulatory Bylaw No. 1751, 2005, be read a FIRST, SECOND and THIRD time by content.

RECOMMENDATION #2

That the Regional District of Central Kootenay Septage Disposal Facilities Regulatory Amendment Bylaw No. 3021, 2025 be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

RECOMMENDATION #3

That the Board direct staff to transfer \$28,015 from the S187 Refuse Disposal – Central Subregion Regular Reserve fund to the S187 Refuse Disposal – Central Subregion Septage Reserve fund, and transfer \$69,027 from the S186 Refuse Disposal – East Subregion Reserve Fund to the new East Septage Reserve Fund.

RECOMMENDATION #4

That the Board approve the RDCK enter into a Consulting Services Agreement with Sperling Hansen Associates Inc. for the Ootischenia Landfill Interim Fill Plan, Design, Operations and Closure Plan, Transfer Station Preliminary Design, and General Consulting Support for a Lands Application for a two year term, with two optional one-year extensions upon mutual agreement, at up to a total costs of \$117,310, not including GST;

AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents;

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

RECOMMENDATION #5

That the Board send a letter to the Ministry of Environment and Parks, as drafted with amendments directed by the Joint Resource Recovery Committee the Ministry investigates Interchange Recycling's compliance with their Extended Producer Responsibility program plan within the RDCK;

AND FURTHER, that the Chair be authorized to sign the letter.

RECOMMENDATION #6

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

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

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



Committee Report Financial Plan Amendment

May 14, 2025

Financial Plan Amendment – City of Castlegar Organics Grant Funding

Author: Matt Morrison, Organics Coordinator
File Reference: 12-6210-20
Electoral Area/Municipality: City of Castlegar
Services Impacted: Refuse Disposal - West Sub Region, S188

1.0 REASON FOR FINANCIAL PLAN AMENDMENT

On August 20, 2021, the RDCK received funding from the Province of BC as part of the CleanBC Organics Infrastructure and Collection Program and entered into a Shared Cost Agreement.

The following resolution was passed on December 10, 2020. The value for the 1/3 component the RDCK committed to covering for the City of Castlegar was \$104,311.

12/21 *That the West Resource Recovery Committee supports covering 1/3 cost of organics curbside collection bins up to a total value of \$55 per curbside collection bin, \$10 per Household kitchen catcher, and all eligible educational material costs for the City of Castlegar;*

AND FURTHER that the RDCK does not support covering 1/3 cost of bin distribution costs for the City of Castlegar

On February 18, 2021, the follow resolution was passed.

119/21 *That for the purpose of the CleanBC Organic Infrastructure and Collection Program, the Board commits to funding the RDCK's West Sub-Region rural organics collection program share of eligible and all ineligible expenditures and overages, and a portion of the City of Castlegar's eligible expenditures, for the total amount of up to \$254,897;*

AND FURTHER, that the Board of the Regional District of Central Kootenay authorizes up to \$254,897 be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority, for the purpose of the West Sub-Region rural and City of Castlegar's organics curbside collection programs and that the loan be repaid within five years, with no rights of renewal (Service S188).

As per the terms of the Shared Cost Agreement with the Province, the RDCK is a pass-through funder from the Province to its municipal partners in the Project. The City of Castlegar and Town of Creston are the municipal partners in this Project. The Province is a two-thirds (2/3) funder for eligible expenditures, and the RDCK or the municipality is responsible for the remaining one-third (1/3), depending on the details of the Shared Cost Agreement or the Grant Funding Agreement the RDCK has with the Province or the partner.

The maximum OICP 2/3 contribution in the Grant Funding Agreement with the City of Castlegar is \$659,729. The maximum RDCK 1/3 is \$104,310. The maximum total pass through funding therefore is \$764,039.

The City of Castlegar elected to purchase bear-resistant curbside collection containers and increase the value of eligible expenditures above the RDCK contribution limit. The City of Castlegar is responsible for providing funds to the remaining value above the maximum pass through funding contributions from the Province and the RDCK.

The City of Castlegar has completed the works as set out in the Shared Cost Agreement with the Province of BC, as well as the Grant Funding Agreement the RDCK has signed with the City of Castlegar.

By establishing curbside collection services for municipal, residential organic waste, and claiming eligible expenditures for project works, the City of Castlegar has met the criteria for pass-through funding from the RDCK to the City of Castlegar.

The RDCK has submitted and received the claim for eligible expenditures for the City of Castlegar curbside collection program, and is prepared to pass-through funds that include the grant award already received from the Province plus the RDCK's contribution amount.

The value of the claim submitted to the Province was \$923,142.

\$615,428 was paid by the Province. The RDCK will contribute \$104,310 towards the total claim, with the City of Castlegar contributing the remaining \$203,404. Therefore, the pass-through funding amount from the RDCK to the City of Castlegar, for the RDCK and the Province's contributions is \$719,738.

The 2024 Financial Plan included \$660,690 for OICP 2/3 and RDCK 1/3 payment to the City of Castlegar.

Due to administrative delays in finalizing, the Grant Funding Agreement with the City of Castlegar was not executed until March 19, 2025. Therefore, payments to the City of Castlegar were not made in 2024, and the funds to be paid upon execution of the agreement were unintentionally excluded from rolling over into the 2025 budget in the 2025 -2029 Financial Plan.

The amount included in the 2024 Financial Plan was lower than the current amount included in the amendment due to the City of Castlegar's OICP Claim exceeding forecasts set through the grant application, and an error in transferring the finalized values of the Grant Funding Agreement into the Financial Plan. However, the increase does not impact the RDCK's 1/3 contributions as the overall grant budget remains underspent, and the value of the 2/3 funding is within the budget of the Grant Funding Agreement.

With the execution of the Grant Funding Agreement with the City of Castlegar, staff are seeking a Financial Plan amendment to be able to meet its payment obligations. Due to the funding amount not being included in the 2025 Financial Plan, an amendment is required.

2.0 ACCOUNTS IMPACTED AND DOLLARS

Increase to Account Grants by \$719,738.

Increase to Account Prior Year Surplus by \$719,738.

3.0 RECOMMENDATION

That the Board approve an amendment to the 2025 Financial Plan for Refuse Disposal - West Subregion Service S188 to increase Account Grants Expense by \$719,738, and increase Account Prior year Surplus by \$719,738.

Respectfully submitted,
Matt Morrison – Organics Coordinator

CONCURRENCE

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



Committee Report

May 14, 2025

HB Piezometer Drilling and Central Landfill Groundwater Well Installation Contract Award

Author: Alayne Hamilton, Environmental Projects Lead
File Reference: 12-6300-HBD-01
Electoral Area/Municipality: CENTRAL SUB-REGION
Services Impacted S187 Refuse Disposal – Central Subregion

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a Service Agreement with Drillwell Enterprises for the HB Tailings Facility piezometer drilling and Central Landfill groundwater monitoring well installation programs to a maximum value of \$80,196 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 S187 Refuse Disposal – Central Subregion.

2.0 BACKGROUND/HISTORY

HB Tailings Facility

In 2023, the HB Tailings Facility (HB) Independent Tailings Review Board (ITRB) suggested that additional piezometers, which measure porewater pressures within certain layers of the dam and foundation, be installed to monitor the performance of the dam. The ITRB outlined that their recommendation was driven by the knowledge that there is uncertainty as to the dam cross-section and location of defects (timber crib, a known weak-layer in that was intercepted in one borehole). The ITRB recognized that after the closure project was completed, the risks are now reduced as low as practicable but stated that presuming that things are acceptable is not the same as knowing.

The Dam Safety Review (DSR), which will be presented to the Committee at a future meeting, also identified only one deficiency on the site, related to uncertainties of the properties of a specific layer of the dam. The deficiency noted in the DSR was:

Existing Condition/Issue	Deficiency / Non-Conformance	Recommended Action	Priority
The seismic shear strength and deformation behavior of the original dam fill is not well understood and there is a risk of potential large-scale deformation due to seismic liquefaction.	Deficiency	The shear strength and deformation behavior of the original dam fill should be further investigated to fully understand seismic liquefaction hazard. Tetra Tech recommends re-evaluating the post-seismic stability of the HB Dam.	High

It should be noted that the uncertainties in the condition of this layer within the dam were identified in the HB Remediation and Closure design, as part of a 2019 Stability Analysis that looked at the inferred 'weak zone' that was identified in only a single borehole, and relates to the DSR comment. The toe berm size was increased to account for potential liquefaction of this layer.

The HB Engineer of Record (EOR) with SRK Consulting Ltd. (SRK) agreed with the ITRB's assessment that additional piezometers were warranted, and that geotechnical testing completed during the piezometer installation would help address the unknowns with some of the internal geometry and the 'weak zone' within the dam, and began developing a scope of work.

The main objective of the program is to install piezometer instrumentation to monitor the performance of the HB Dam and improve the understanding of the hydrogeologic regime through the dam. Additional piezometers were recommended to be installed to monitor the performance of the dam at the following locations:

- Two piezometers installed in a single borehole located on the dam crest near the west abutment, which will be placed in the foundation and the original dam fill. See Section A in figure on the following page.
- A single piezometer installed in the tailings pond backfill area along a cross-section that passes through existing piezometers along the center section of the dam. The purpose of this piezometer is to measure the water level in the tailings upstream of the dam. See Section B in the figure on the following page.
- Two piezometers installed in a single borehole located at the base of the toe berm, also along the cross-section that passes through existing piezometers along the center section of the dam. The piezometers will be placed at two separate depths within the foundation layer. See Section B in the figure on the following page.
- Three piezometers installed in two boreholes located along a cross-section at the east end of the toe berm. One borehole will be located at the dam crest with two piezometers which will be placed in the foundation and the original dam fill, and one borehole with a single piezometer which will be placed in the foundation. See Section C in the figure on the following page.

The piezometers are to consist of vibrating wire piezometers that will be connected to data loggers. Additional piezometers will be procured to be installed in the existing stand-pipe piezometers.

Given that drilling is required to install the instrumentation, geotechnical data is recommended to be collected to improve the understanding of the dam and foundation materials. Secondary geotechnical objectives of the program are as follows:

- Confirm the materials used in the dam construction and the dam material zoning.
- Characterize the strength of the dam and foundation materials through in-situ testing, and through the collection of undisturbed soil samples which is achieved with a specific type of drill rig.

Disturbed soil samples will be collected for geotechnical testing. At this time, the laboratory program is assumed to consist of basic soil index tests to confirm the interpretation of the soils in the borehole logs developed by the SRK field engineer. The sample analysis requirements will depend on field/site conditions and adjustments will be made to the laboratory program following drilling. This information should allow the only deficiency from the DSR to be addressed.

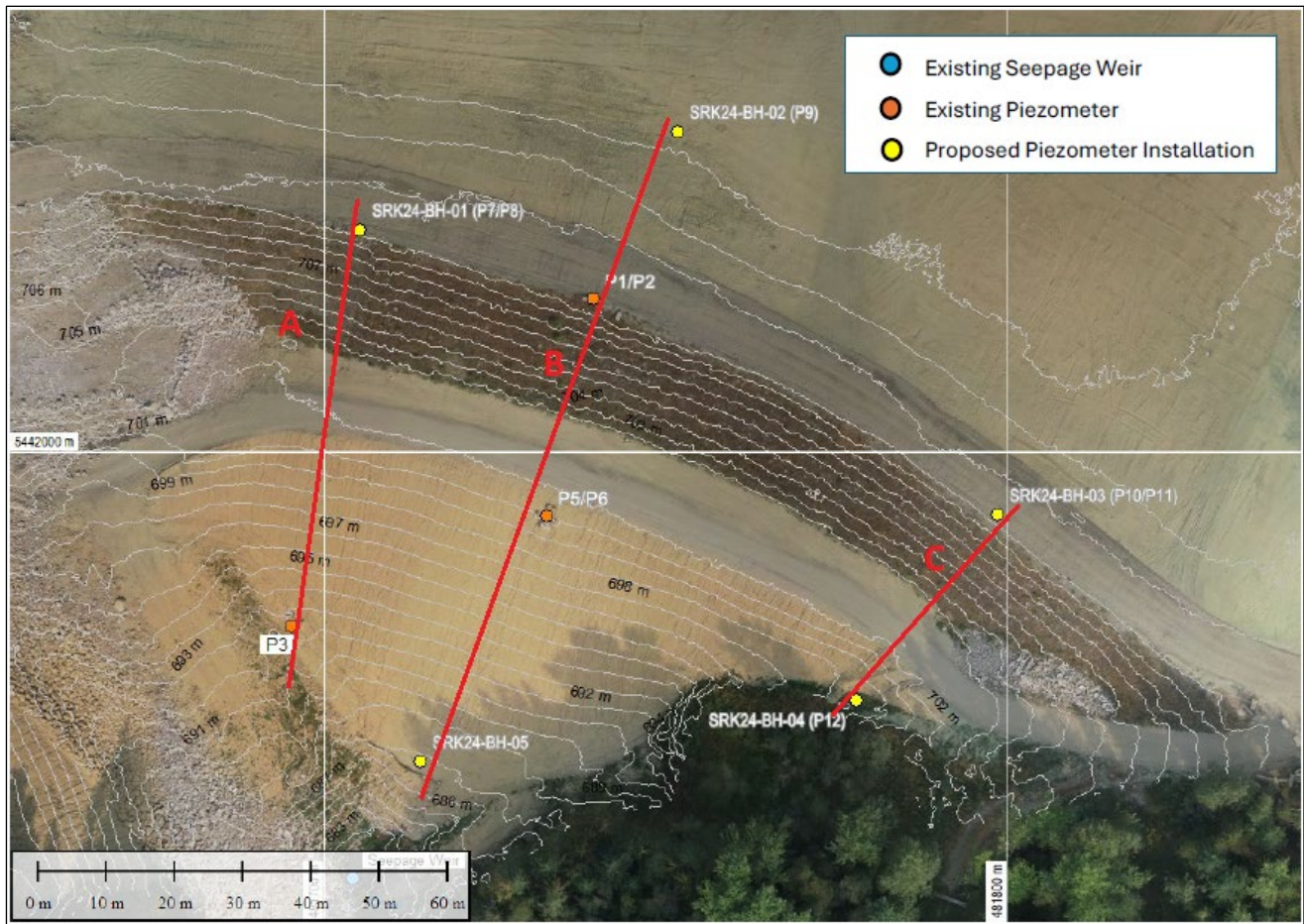


Figure 1: piezometer installation locations from SRK's Piezometer Scope of Work Memo (2024), with cross sections A-B-C added for the purpose of this report.

Once completed, the drilling program will also allow the following work to proceed:

- Dam cross-sections along the piezometer instrumentation will be reviewed and updated based on the borehole logs from the new piezometer installations
- A two-dimension (2D) finite element seepage model will be developed at each of the three instrumented dam cross sections that will be calibrated with the piezometer instrumentation results and used as an input for a stability analyses update.
- An update to the 2019 2D limit equilibrium stability analyses will be completed using the as-built surface and updated dam geometries. Trigger Action Response Plan (TARP) triggers for the piezometers will be determined based on the 2D stability modelling and historic performance of the facility. A sensitivity analyses will be completed that varies the pore pressures in the embankment and foundation to achieve various target Factors of Safety (FOS). For each target FOS, the resulting pore pressures at each piezometer will then form the new trigger criteria.
- A stand-alone report will be prepared that presents the work completed and outlines the TARP for each instrument, as well as the roles and responsibilities of SRK and the RDCK related to surveillance. The resulting TARP will then be updated in the Operations, Maintenance and Surveillance Manual.

The ITRB has reviewed the piezometer installation and geotechnical testing plan and agrees it is warranted, and the program is well designed.

Central Landfill

The 2024 Central Landfill Hydrogeological Report also recommended installing a groundwater monitoring well in the shallow overburden downgradient of the septage receiving area, and upgradient of the tailings deposition area. The purpose of the well would be to assess potential groundwater quality alteration from septage leachate. The exact location of the new well can be confirmed with the consultant/drillers on-site during the drilling program.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

To improve monitoring and understanding of the dam conditions, address the deficiency in the DSR, and complete the additional monitoring well as recommended in the Central Landfill Hydrogeological Report, the drilling program should proceed.

The HB piezometer scope of work described in Section 2.0 was used to develop a Request for Quote (RFQ), and the Central Landfill groundwater monitoring well installation was included as an optional item.

The RFQ was issued on February 20th and closed on March 26th. Four quotes were received:

Company	HB Piezometer Drilling Cost	Central Groundwater Well Cost (Optional)	Total Cost (not incl. GST)
ConeTec Investigations Ltd.	\$82,393.15	N/A	\$82,393.15
Drillwell Enterprises	\$68,726.50	\$11,469.50	\$80,196.00
Geotech Drilling	\$142,721.65	\$14,391.73	\$157,113.38
Sonic Edge Drilling	\$47,147.29	\$10,664.20	\$57,811.49

The HB EOR, and RDCK Senior Project Manager and Environmental Projects Lead reviewed the quotes. The EOR prepared a list of technical questions to ask the proponents, which were sent on April 1st. The lowest cost bidder, Sonic Edge Drilling (Sonic), did not respond to follow-up questions regarding their scope, cost, and schedule; repeated attempts were made to obtain responses from Sonic. Responses from the other proponents were received and reviewed before making a recommendation to award.

3.1 Alignment to Board Strategic Plan

Manage our service delivery in a fiscally responsible manner: by combining the HB piezometer drilling with the Central Landfill monitoring well installation, both projects will save on mobilization costs.

3.2 Legislative Considerations

The following legislation, regulations, bylaws, or guidelines set out the requirements for the drilling program:

- *Mines Act* and the requirement for TARPs in cases of escalating changes of dam safety conditions.
- *Environmental Management Act* for the septage leachate investigation and associated installation of the new groundwater monitoring well at the Central Landfill.
- Groundwater Protection Regulation for the installation of the groundwater monitoring well.

3.3 What Are the Risks

There are risks associated with not proceeding with the project, including:

- The optics of not addressing a potential deficiency that was identified in the DSR.

- Not proceeding with a recommendation from the ITRB, and although ITRB's only provide non-binding advice and guidance, given the HB piezometer work was also recommended by the EOR, it is something the RDCK should proceed with.
- If there were ever an actual dam safety emergency, and the RDCK had not addressed the DSR deficiency, or followed the professional advice of the ITRB and EOR, the RDCK could be considered to be negligent.

4.0 PROPOSED SOLUTION

Staff are recommending awarding the contract to Drillwell Enterprises (Drillwell) for the HB piezometer and Central Landfill monitoring well installation.

4.1 Financial Considerations of the Proposed Solution

The total contract value is \$82,393.15 not including GST, with \$68,726.50 for the HB piezometer installation scope of work, and \$11,496.50 for the Central Landfill groundwater monitoring well scope.

Within the 2025-2029 Financial Plan, there is \$76,000 included in S187 Central Sub-Region Resource Recovery in Account 60000 Capital Expenditures for the HB piezometer drilling scope of work, and a further \$20,000 in the same Account for the Central Landfill groundwater well installation scope of work. Both scopes of work would come in under budget.

4.2 Risks with the Proposed Solution

The risk with awarding to Drillwell is that the project could potentially be done at a lower cost, if the lowest cost bidder was responsive to the questions for clarification, and their responses were deemed to be satisfactory; however, Drillwell has more significant experience with geotechnical drilling/piezometer installation, and there were some uncertainties in the details in Sonic's quote.

4.3 Resource Allocation and Workplan Impact

The Senior Project Manager will lead this project, with support from the Environmental Projects Lead. The drilling is expected to take 10 days, with engineering oversight provided by SRK. No other projects will be delayed as a result of this project moving forward.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None at this time.

4.5 Leveraging Technology

The technology that will be installed in the eight new piezometers and the five existing standpipe piezometers will include continuous data loggers. Data from each logger would be downloaded on-site via Bluetooth to a cell phone app. The continuous data loggers were included in this year's budget (under a separate budget item), and will be a significant improvement from the current monthly (weekly during freshet) manual readings that only give a limited snapshot in time. Although staff will still need to attend the site to download the data, the improvement in data quality will be useful for dam safety monitoring.

The instrumentation technology that was selected for the piezometers is compatible with a remote communication equipment (central solar powered cell network transmitter) device so office staff and the EOR could see in real-time what is going on within the dam, without needing to attend to site which could reduce monitoring frequencies and associated costs. The ~\$15,000 cost for this remote communication equipment was not included in this year's budget, but may be considered in the future.

4.5 Measuring Success

The project would be considered successful if it is executed before rainy conditions set in around mid-September. The current schedule for completion is before the end of August.

5.0 ALTERNATIVE SOLUTION(S)

That the Board consider awarding the contract to the third lowest cost bidder, ConeTec Investigations Ltd. (ConeTec).

ConeTec only provided pricing on the HB piezometer installation scope of work, and did not provide pricing for the Central Landfill groundwater monitoring well installation. A second procurement process could be required to secure a contractor for Central Landfill scope of work, if the project could not be added to the Ootischenia Landfill groundwater monitoring well drilling procurement process.

ConeTec had positive reviews from the EOR on recent projects, and provided satisfactory responses to the technical questions. They also have significant experience with geotechnical drilling and piezometer installations.

5.1 Financial Considerations of the Alternative Solution(s)

The total value of the ConeTec bid for the HB piezometer installation is \$82,393.15, not including GST.

Within the 2025-2029 Financial Plan, there is \$76,000 included in S187 Central Sub-Region Resource Recovery in Account 60000 Capital Expenditures for the HB piezometer drilling scope of work. The ConeTec bid would be \$6,393.15 over the available budget. If awarding to ConeTec, staff would not recommend proceeding with a Financial Plan amendment, at this time, as there may be other cost savings during the drilling program which could bring the overall project under budget.

5.2 Risks with the Alternative Solution(s)

That the project is not completed within the available budget.

5.3 Resource Allocation and Workplan Impact

The Senior Project Manager will lead this project, with support from the Environmental Projects Lead. The drilling is expected to take 9 days, with engineering oversight provided by SRK. No other projects will be delayed as a result of this project moving forward.

As the optional Central Landfill groundwater monitoring well installation scope was not included in ConeTec's bid, a second procurement process may be required, which would increase workload for staff to complete the procurement and oversee a second contract; however, there may be an opportunity to add this scope into the upcoming Ootischenia Landfill groundwater monitoring well installation project.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Same as in Section 4.4.

5.5 Measuring Success

Same as in Section 4.5.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

Staff considered continuing to wait for Sonic to respond to the technical questions posed by the EOR, under the premise that if their responses were deemed to be satisfactory by the RDCK's Project Manager and Environmental Projects Lead, and the EOR, that they could be awarded the contract, which could result in up to \$22,384.51 of cost savings; however, given the length of time, and number of attempts to make contact to obtain responses, with no success, staff considered them no longer interested in the opportunity and removed them from consideration.

7.0 OPTIONS SUMMARY

Option 1:

Recommendation:

That the Board approve the RDCK enter into a Service Agreement with Drillwell Enterprises for the HB Tailings Facility piezometer drilling and Central Landfill groundwater monitoring well installation programs to a maximum value of \$80,196 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 S187 Central Sub-Region Resource Recovery.

Option 2:

Recommendation:

That the Board approve the RDCK enter into a Service Agreement with ConeTec Investigations Ltd. for the HB Tailings Facility piezometer drilling program to a maximum value of \$82,393.15 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 S187 Central Sub-Region Resource Recovery.

8.0 RECOMMENDATION

That the Board approve the RDCK enter into a Service Agreement with Drillwell Enterprises for the HB Tailings Facility piezometer drilling and Central Landfill groundwater monitoring well installation programs to a maximum value of \$80,196 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 S187 Central Sub-Region Resource Recovery.

Respectfully submitted,
Alayne Hamilton – Environmental Projects Lead

CONCURRENCE

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

ATTACHMENTS:

Attachment A – draft contract for Drillwell Enterprises



Services Agreement

Contract #: 2025-104-ENV

Project: PRJ #25026 - HB Tailings Facility: Drilling Program

GL Code: Schedule B

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2025
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the **RDCK**)

at the following address:

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Agreement Administrator: AJ Evenson

Telephone #: 250.352.8191

Email: AEvenson@rdck.bc.ca

AND

DRILLWELL ENTERPRISES LTD.

(hereinafter called the **CONTRACTOR**)

at the following address:

4994 Polkey Road
Duncan, BC V9L 6W3

Agreement Administrator: Shawn Slade

Telephone: 250.746.5268 ext. 102

Email: drill@drillwell.com

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

- (a) **SERVICES:** The Contractor shall provide the services detailed in **SCHEDULE A** of this Agreement (the **SERVICES**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an AGREEMENT AMENDMENT or CHANGE ORDER.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **August 1, 2025** and ending on **August 31, 2025** (the **TERM**). Contractor may mobilize earlier if site conditions permit.

- (d) **LOCATION:** The location for delivery of the Services shall be HB Tailings Facility located at 550 Emerald Mine Road, Salmo, BC.
- (e) **CONTRACT PRICE/RATE:** \$80,196.00(excluding GST) at the rates and on the terms set out in Schedules B and C.
- (f) **BILLING DATE:** Upon completion of the Project.
- (g) The following Schedules incorporated into, and form part of this Agreement.
 - Schedule A: Description of Services and Scope of Work
 - Schedule B: Contract Payment Terms and Payment Clauses
 - Schedule C: Pricing Schedules
 - Schedule D: General Contract Conditions
 - ~~Schedule E: Personnel & Equipment~~
 - ~~Schedule F: Proposed Sub-Contractors~~
 - Schedule G: Scheudle of Addenda
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

GENERAL CONTRACT CONDITIONS

2 The Contractor shall:

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

ASSIGNMENT

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

INSURANCE

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

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

Such insurance will:

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

Such coverage will:

- (A) Include an Installation Floater

INDEMNITY

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

COMPLIANCE WITH *WORKERS COMPENSATION ACT*

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

HEALTH AND SAFETY

- 10 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.
- 11 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.

- 12 The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.
- 13 The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

INTENT OF CONTRACT DOCUMENTS

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

RDCK REPRESENTATIVE'S AUTHORITY

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

NOTICE TO PROCEED

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

RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

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

RDCK'S RIGHT TO TERMINATE THE CONTRACT

20 If the Contractor should:

- (a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
- (b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- (c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- (d) abandon the supply of the Services, or
- (e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

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

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

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

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

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

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

25 If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the

result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.

- 26** The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.
- 27** If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

SUB-CONTRACTORS

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

PRIVATE LAND

- 34** If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply

of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.

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

DISPUTE RESOLUTION

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

TAXES AND DUTIES

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

STAFF RESOURCES AND MANAGEMENT

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

EMERGENCY CALL OUTS

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

RIGHT TO AUDIT

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

CHANGE IN THE SERVICES

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

INSPECTION OF THE WORK

- 47 The Owner's Representative will inspect the Work during the period of operation and will observe the Work in progress on behalf of the Regional District. The Owner's Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Agreement.
- 48 The Regional District and its representatives shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 49 If the specifications, the Regional District's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of his readiness for inspection, and if the inspection is by an authority other than the Regional District, the date fixed for such inspection.
- 50 If any Work should be covered up without approval or consent of the Regional District it must, if required

by the Regional District, be uncovered for examination at the Contractor's expense.

- 51 Examination of questioned Work may be ordered by the District and if so ordered the Work shall be uncovered by the Contractor. If such Work is found not to be in accordance with the Contract Documents through the fault of the Contractor, the Contractor shall pay the cost of examination and replacement of the Work. If such Work is found to be in accordance with the Contract Documents, the Regional District shall pay these costs.

CONTRACT PERFORMANCE REVIEWS

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

RIGHTS OF WAIVER

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

DUTY OF CARE

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

SEVERABILITY

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

COMPLIANCE WITH PERMITS, LAWS AND REGULATIONS

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

Contract.

- 60 This Agreement shall be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

SECURITY FOR SUPPLY OF SERVICES

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

FORCE MAJEURE

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

GENERAL

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

(b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.

69 The copyright in the Material belongs to the RDCK.

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

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

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

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

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

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	DRILLWELL ENTERPRISES LTD.
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

2. Description of the Services

This Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Services Required

A detailed description of the Services and relevant Specifications are set out in Section 2.6-Scope of Work.

2.2 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and sub-contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

2.3 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

2.4 Contractor's Responsibilities

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

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational

condition with reference to relevant health or sanitary regulations.

- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

2.5 Recording and Reporting Fuel Consumption

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

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

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

Vehicle Class	Includes
Light Duty Vehicle	2 door passenger cars 4 door passenger cars - Station Wagon
Light Duty Truck	- SUV's, minivans - Full size vans - Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kg (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

2.6 Detailed Scope of Work

Contractor to supply all labour, equipment and materials to undertake drilling for piezometer installations at the RDCK's HB Mine Tailings as per the following detailed scope:

2.6.1 Drilling Requirements

The drilling is to be completed with a track mounted sonic drill rig to obtain the best recovery for identification of the various soil layers. The sonic drill rig is to be tracked mounted to be able to access borehole locations at the dam toe and must be capable of the following:

- Drilling up to 30 m in depth.
- Drilling 3 to 5 m into bedrock.
- Drilling through up to 3 m of blasted, angular drain rock (minus 250 mm).
- Drill diameter: PQ/HWT casing.
- Able to drill in a minimal sized drill pad:
 - Borehole SRK24-BH-04 is located near the dam toe on a former access road with a slope of approximately 10%. A 5m x 5m pad at the borehole location appears to be practical to construct at this location.
 - Borehole SRK24-BH-05 is located on a relatively flat location of the dam toe berm but requires traversing down a 25% slope.

The drilling contractor must note the minimum-sized pad that is required for each of these boreholes to allow the RDCK to prepare the pads prior to the drilling installation.

- Performing Standard Penetration Tests (SPTs) generally every 1.5 m (or as directed by the engineer).
- Collection of Shelby tube samples (assume up to four samples collected for the program).
- All boreholes are to be fully grouted.

2.6.2 Borehole Locations

The borehole locations, estimated depths, and piezometer summaries are provided in Table 1 below with the borehole locations shown in Figure 1. Attachment 1 provides a detailed description of the expected drilling conditions at each borehole.

Table 1: Borehole Location Summary

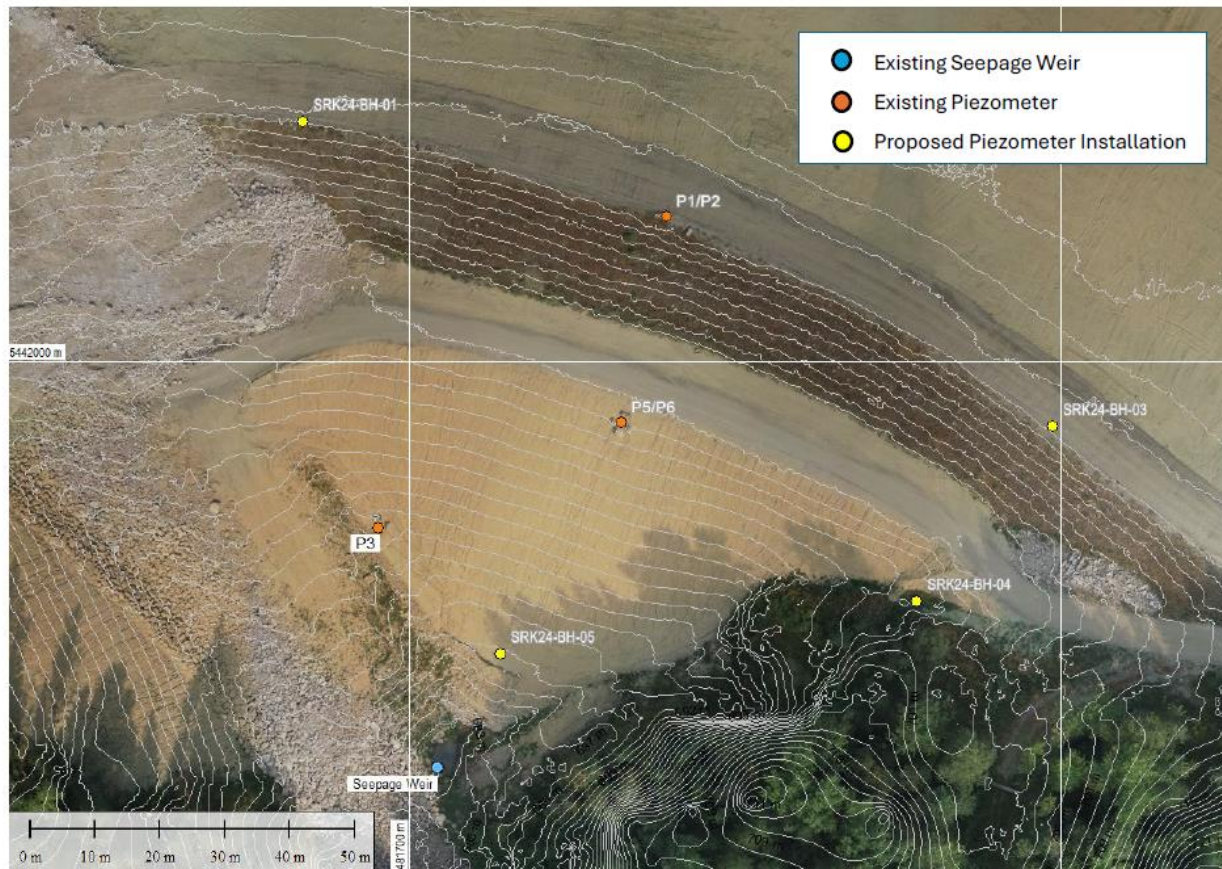
Borehole	Easting (m)	Northing (m)	Estimated Depth (m)	# of Piezometers	Location Description
SRK24-BH-01	481,683	5,442,037	25	3	Dam Crest, west side of impoundment.
SRK24-BH-02	481,751	5,442,047	12	1	Upstream of dam, center of the impoundment.
SRK24-BH-03	481,799	5,441,990	30	3	Dam Crest, east side of impoundment.
SRK24-BH-04	481,778	5,441,963	30	1	Dam toe, east side of impoundment
SRK24-BH-05	481,714	5,441,955	16	2	Dam toe berm near toe, center of impoundment.
Total estimated drill length:			113	10	

Notes:

¹ Coordinates are in UTM NAD83 Zone 11.

² VWP = Vibrating Wire Piezometer.

Figure 1: Proposed Borehole Locations



Sources: https://srk.sharepoint.com/sites/NACAPR003031/Deliverables/Piezometer%20Installation%20Scope%20of%20Work/040_Figures/in-text%20figures.pptx?web=1

Notes: Coordinates are UTM NAD83 Zone 11. Contour interval is 1 m. Grid interval is 100 m.

2.6.4 Backfilling Requirements

All boreholes are to be fully grouted except for SRK24-BH-05, where there is an approximate 3 m thick zone that consists of coarse blasted drain rock (250 mm minus) that will be backfilled with pea gravel with bentonite chips used as backfill in the upper portion of the drain rock zone.

Table 3 presents the details of the cement-bentonite grout mixtures. In general, the “hard soil” mix will be used except for borehole SRK-24-BH-02, where the soft mix will be used within the tailings.

The drilling contractor is to assist with the installation of the datalogger enclosures (to be provided by the RDCK) by cementing the ground stake into the borehole surface seal. The RDCK can provide an installation guide if necessary.

Table 3: Cement-bentonite grout mixture

Application	Grout for Medium to Soft Soils (SRK24-BH-02 – Tailings)		Grout for Hard Soils (All boreholes except for tailings)	
<i>Materials</i>	<i>Weight</i>	<i>Ratio by Weight</i>	<i>Weight</i>	<i>Ratio by Weight</i>
Water	30 gallons	2.5	30 gallons	6.6
Portland Cement	94 lbs. (1 sack)	1	94 lbs. (1 sack)	1
Bentonite	25 lbs. (as required)	0.3	25 lbs. (as required)	0.4
Notes	The 28-day compressive strength is about 50 psi, similar to very stiff or hard clay. The modulus is about 10,000 psi.		The 28-day strength of this mix is about 4 psi, similar to very soft clay.	

Sources: Mikkelson, P.E., & Green, G.E. (2003). Piezometers in fully grouted boreholes, International Symposium on Field Measurements in Geomechanics, Oslo.

2.6.5 Field Logging and Sample Collection

Logging and photographing of the core will be completed by an SRK representative (field engineer) on site, with logging occurring immediately as the core is retrieved.

Standard Penetration Tests are to be completed on all boreholes except SRK24-BH-02, or as directed by the field engineer. In-situ vane shear tests are to be completed on the lacustrine foundation soils at the direction of the field engineer.

The field engineer will collect representative samples from each borehole. A limited number of undisturbed samples of the lacustrine foundation will also be collected at the direction of the field engineer.

A testing program will be prepared after the field program is complete and the preliminary borehole logs are reviewed. The extent of the laboratory program cannot be confirmed at this time but will include some basic soil index sets to confirm the borehole log descriptions and limited direct simple shear tests of the lacustrine material.

2.6.6 Quantity Summary

Table 4 presents the estimated quantities for the drill program. The RDCK will directly procure the Vibrating Wire Piezometer instrumentation, data loggers and logger secondary enclosure, with the remaining drilling supplies assumed to be provided by the drilling contractor. Due to uncertainties in the depth to bedrock, the quantities are approximate, and the drilling contractor should plan to have extra consumables on hand.

Table 4: Estimated Approximate Quantities

Item	Unit	Estimated Quantity	Comment
PVC guide pipe	m	150	1 inch schedule 80 PVC. Note: estimated total drilling depth is 115 m.
Grout Materials			Grout quantities based on depth and assume 20% loss.
Portland Cement ²	kg	375	
Bentonite Powder ²	kg	115	
Pea Gravel	m ³	0.05 – 0.25	3 m drain rock zone at SRK24-BH-05. The loss to the drain rock is uncertain. 0.05 m ³ assumes no loss.
Bentonite Chips	kg	40	2 m length at top of drain rock zone at SRK24-BH-05.
Shelby Tubes	ea.	6	Up to 4 Shelby samples anticipated to be collected. End caps are also required.

Sources: https://srk.sharepoint.com/sites/NACAPR003031/Internal/Task500_PiezoInstrumentation/HB2024_Piezo_Qnty%20Estimate.xlsx?web=1

Notes:

¹ Backfilling quantities assume an outside drilling diameter of 0.115 m (4.5 inches).

² Quantity excludes cement and bentonite needed for surface seal/ datalogger enclosure installation.

Start Date: August 1, 2025 (Contractor may mobilize earlier if site conditions permit)

Completion Date: August 31, 2025

RDCK to provide the following:

- Field Engineer (SRK) under separate contract
- Keys/access to facility
- Drill pad preparations once Field Engineer and Contractor confirms precise locations and dimensions
- Any environmental approvals/permits required

SCHEDULE B: CONTRACT PAYMENT TERMS

3. Payment Clauses

This Part shall be read with and shall form part of the Contract.

Budget

- 1 Total budget shall not exceed **\$80,196.00** (excluding GST). Costs shall be based on amounts in Schedule C (excluding GST).

Invoicing

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

Contract Number: **2025-104-ENV**
GL Code: **CAP809-100**
GL Code: **CAP1535-100 (optional piezo work)**
- 4 Invoices must be emailed to ap@rdck.bc.ca, with a COPY sent to the contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 7 Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca no later than January 15th of the following year.

3.1 Payment for Services

This Part sets out the method of measurement and payment to compensate the Contractor for the supply of the Services.

Payment will be made by the RDCK to the Contractor within thirty (30) days of submission by the Contractor of complete service detail for the Services supplied in the previous month during the term of the Contract.

3.2 Goods and Services Tax

The Contractor shall identify the GST as separate line item on all invoices.

- 8 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.

3.3 Payment Withheld or Deducted

- 9 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
 - (a) the Contractor is not making satisfactory progress with the supply of the Services;

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

3.4 Monies Due to the RDCK

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

3.5 Liquidated Damages

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

3.6 Negotiations During Contract Term

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

required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

3.7 Annual Adjustments

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

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

- 16** On the anniversary of the Contract it is the responsibility of the Contractor to engage with the RDCK to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The Contractor shall adjust invoices accordingly as soon as possible.
- 17** The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced by Statistics Canada will be the most up to date and relevant tables available at the time of the adjustment. No other adjustment to the Contract Price will be made during the term of the Contract.

SCHEDULE C: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Bidder hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

CAP809-100:

Drillwell Enterprises
4994 Polkey Road
Duncan, V9L 6W3, B.C.



Phone: (800) 746-7444
Fax: (250) 746-8404
Email: drill@drillwell.com

Date:

Regional District
Central Kootenay

Attention: AJ Evenson
aevenson@rdck.bc.ca
250 551 0774

Estimate: 5 boreholes total - 2@ 30m, 1 @ 25m, 1@ 16m, 1@ 12m. All completed with owner supplied VWPs. Sched 80 sacrificial tremie pipe. SPT's every 1.5m. 6 shelsbies total

SITE: Salmo
RIG: SONIC

Item	Item Description	Units	Est Qty	Price per Unit	Totals
1	Mobilize and de-mobilize	lump sum	1	\$ 10,500.00	\$10,500.00
	Commute (without rig)	hours	7	\$ 275.00	\$1,925.00
2	Hourly on site (includes van & skid steer and 3 person crew)	hours	54	\$ 750.00	\$40,500.00
3	2", de-contaminated, flush joint PVC sched 40	screens	5' sections	\$ 50.00	
		Blanks	5' sections	\$ 36.00	
			10' sections	\$ 50.00	
		thrd caps/plugs	each	\$ 18.00	
4	1", sched 80, flush joint PVC	screens	5' sections	\$ 50.00	
		Blanks	5' sections	\$ 36.00	
			10' sections	\$ 50.00	\$2,000.00
		thrd caps/plugs	each	\$ 18.00	
5	Bentonite chips, powder, granular	50# bags	7	\$ 29.50	\$206.50
	Coated bentonite pellets	50# pails		\$ 170.00	
	Filter sand	50# bags		\$ 28.00	
	Portland cement	45# bags	20	\$ 30.00	\$600.00
	Concrete premix / asphalt patch	bags		\$ 35.00	
	Drums for soil storage	each	3	\$ 140.00	\$420.00
	Flush mount road boxes	each		\$ 215.00	
	Lockable steel monuments	each		\$ 290.00	
	DCPT cones	each		\$ 50.00	
	Shelby tubes	each	6	\$ 75.00	\$450.00
	J-plugs	each		\$ 29.00	
	Teflon tubing	feet		\$ 4.50	
	Stainless vapour points	each		\$ 95.00	
	Pea gravel	yard bags	1	\$ 175.00	\$175.00
	Core boxes (10' per box)	each		\$ 120.00	
6	Overtime surcharge (hours over 10/day, wknds)	hour	28	\$ 250.00	\$7,000.00
7	Crew Subsistence (per man)	man day	18	\$ 275.00	\$4,950.00
TOTAL ESTIMATED COST					\$ 68,726.50

Prices do not include GST.

CAP1535-100 (optional piezo work):

Drillwell Enterprises
4994 Polkey Road
Duncan, V9L 6W3, B.C.



Phone: (800) 746-7444
Fax: (250) 746-8404
Email: drill@drillwell.com

Date:

Regional District
Central Kootenay

Attention: AJ Evenson
aevenson@rdck.bc.ca
250 551 0774

Estimate: To drill and install 1 MW to 25m.

Rig and crew already onsite from main scope

SITE: Salmo

RIG: SONIC

Item	Item Description	Units	Est Qty	Price per Unit	Totals
1	Mobilize and de-mobilize	lump sum		\$ 10,500.00	
	Commute (without rig)	hours	2	\$ 275.00	\$550.00
2	Hourly on site (includes van & skid steer and 3 person crew)	hours	11	\$ 750.00	\$8,250.00
3	2", de-contaminated, flush joint PVC sched 40				
	screens	5' sections	2	\$ 50.00	\$100.00
	Blanks	5' sections		\$ 36.00	
		10' sections	8	\$ 50.00	\$400.00
	thrd caps/plugs	each	1	\$ 18.00	\$18.00
4	Bentonite chips, powder, granular	50# bags	15	\$ 29.50	\$442.50
	Coated bentonite pellets	50# pails		\$ 170.00	
	Filter sand	50# bags	10	\$ 28.00	\$280.00
	Portland cement	45# bags		\$ 30.00	
	Concrete premix / asphalt patch	bags	1	\$ 35.00	\$35.00
	Drums for soil storage	each		\$ 140.00	
	Flush mount road boxes	each		\$ 215.00	
	Lockable steel monuments	each	1	\$ 290.00	\$290.00
	DCPT cones	each		\$ 50.00	
	Shelby tubes	each		\$ 75.00	
	J-plugs	each	1	\$ 29.00	\$29.00
	Pea gravel	yard bags		\$ 175.00	
	Core boxes (10' per box)	each		\$ 120.00	
6	Overtime surcharge (hours over 10/day, wknds)	hour	1	\$ 250.00	\$250.00
7	Crew Subsistence (per man)	man day	3	\$ 275.00	\$825.00
TOTAL ESTIMATED COST					\$ 11,469.50

Prices do not include GST.

Quantities listed are estimates. Actual cost would be determined by quantities required, multiplied by the cost per unit as above.

Shawn Slade
Drillwell Enterprises

4. General Conditions of Contract

This Part shall be read with and shall form part of the Contract to be executed by the parties.

4.1 Definition of Terms

The following words and terms, unless the context dictates otherwise, shall have the following meanings. Words having a singular number include the plural and vice versa. References to the male gender refer to the female gender as well when appropriate.

Addenda or Addendum	means any addenda or addendum to Request for Quote PRJ25026 pursuant to section 1.17.
Agreement or Contract	means the written Agreement resulting from Request for Quote PRJ25026 to be executed by the RDCK and the successful Bidder as Contractor as described in section 1.22 and on the terms set out in Request for Quote PRJ25026.
Bidder	means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Quote submission.
Closing Location	means the location described in section 1.6 of the Instructions to Bidders.
Closing Time	means the Closing Date and time described in section 1.6 of the Instructions to Bidders.
Contract Documents	means the Contract, the Contractor's Quote Documents, the Request for Quote documents and/or such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.
Contract Price	means the price to be paid by the RDCK for the supply of Services under the Contract.
Contractor	means the successful Bidder who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.
Force Majeure	shall mean any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including: - acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides; - epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience; - explosion or fire.
G.S.T	means the Good and Services Tax administered under the <i>Excise Tax Act</i>

(Canada) and any successor tax or levy in force from time to time.

Instructions to Bidders	means all instructions, requirements, terms and conditions of Request for Quote PRJ25026 and any Addenda thereto.
Intent to Submit	means the email notification to the RDCK described in section 1.3 of Request for Quote PRJ25026.
Notice of Award	means the notice of award of the Contract to the Bidder under Request for Quote PRJ25026.
Notice to Proceed	means the notice described in section 4.10.
P.S.T	means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.
Quote	means the Bidder's submission.
RDCK or Regional District	means the Regional District of Central Kootenay, a corporation under the <i>Local Government Act</i> having its offices and postal address at Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4.
RDCK Representative	means the person designated in section 1.4 of Request for Quote PRJ25026.
Requirements	means all of the requirements set out in Request for Quote PRJ25026 and the Instructions to Bidders, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.
Services	means all goods or services to be supplied under Request for Quote PRJ25026 and all else necessary for the execution, completion and fulfillment of the Requirements and as described in section 2.1 of this Request for Quote.
Site(s) or Location	means, if applicable, the place where the Services are to be supplied or undertaken, as shown in Appendix A.
Specifications	means the requirements for and technical descriptions of the Services as detailed in Schedule A.
Sub-Contractor(s)	means any sub-contractor(s) of the Bidder, including Sub-Contractor(s) listed in Schedule F.
Supervisor	means the Supervisor employed by the Contractor pursuant to section 2.2.

4.2 Period of Contract

The Contract to be awarded as a result of this Request for Quote shall commence on August 1, 2025.

The aforesaid Contract shall terminate on August 31, 2025.

The Contract may be extended for up to 6 months by mutual agreement of both parties.

4.3 Assignment

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

4.4 Insurance

Any Contract resulting from this RFQ will require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurances and such other insurance coverage as the RDCK may reasonably require with insurers licensed in the Province of British Columbia. The Contractor must have their broker complete the RDCK Standard Certificate of Insurance form and provide the completed form to the RDCK, confirming proof of the insurance requirements below upon execution of this Agreement.

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

Such insurance will:

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

Such coverage will:

- i. Include an Installation Floater.

The Contractor shall provide proof of insurance coverage on each anniversary date of the Contract.

4.5 Indemnity

The Contractor shall indemnify and save harmless, the RDCK, from and against any and all losses and all claims, demands, payments, losses, costs, damages suits, actions, recoveries, and judgments brought or recovered against them and/or the RDCK by reason of this Request for Quote or any act or omission of the Contractor, its Sub-Contractors, agents, or employees, in the supply or provision of the Services and otherwise in the performance of or failure to perform the Contract, which shall include protecting the Services and protecting the public from hazards arising out of the supply of the Services.

The obligation of the Contractor under this Section shall apply only to the extent that losses, claims, demands, payments, costs, damages suits, actions, recoveries, and judgment claims do not arise solely out of a negligent act or omission of the RDCK, other Contractors or Representatives of the RDCK, as duly appointed by the RDCK.

4.6 Compliance with *Workers Compensation Act*

The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the Workers Compensation Act and the Occupational Health and Safety Regulations thereunder.

Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the Workers Compensation Act, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the Workers Compensation Act or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the Workers Compensation Act or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Section 4.12-RDCK's Right to Terminate the Contract.

The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter.

4.7 Health and Safety

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

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

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.

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

4.8 Intent of Contract Documents

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

4.9 RDCK Representative's Authority

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

4.10 Notice to Proceed

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

4.11 RDCK's Right to Obtain Services from Other Suppliers

If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.

If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.

If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Contract Security.

4.12 RDCK's Right to Terminate the Contract

If the Contractor should:

- a. be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
- b. fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- c. disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- d. abandon the supply of the Services, or
- e. otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to

correct the default within forty-eight (48) hours.

If the default is not corrected within forty-eight (48 hours), then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under section 4.11-RDCK's Right to obtains Services from Other Suppliers, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

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

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

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

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

4.13 Contractor's Right to Stop Supply of Services or Terminate the Contract

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

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

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

4.14 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- a. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule F-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

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

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

4.15 Private Land

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

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

4.16 Dispute Resolution

All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.

In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the

4.17 Taxes and Duties

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

4.18 Staff Resources and Management

The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.

The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

4.19 Right to Audit

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

4.20 Change in the Services

The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.

If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule C-Pricing Schedules, or use one of more of the following methods in deciding such value:

- a. by unit prices submitted in the Quote; or

- b. by unit prices submitted by the Contractor and accepted by the RDCK; or
- c. by lump sum on the Contractor's estimate and accepted by the RDCK; or
- d. on a force account basis as specified hereinafter.

4.21 Contract Performance Reviews

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

4.22 Rights of Waiver

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

4.23 Duty of Care

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

4.24 Severability

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

4.25 Compliance with Permits, Laws and Regulations

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

The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.

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

The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.

Any Contract resulting from this Request for Quote will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

4.26 Security for Supply of Services

~~Unless otherwise agreed in writing by the RDCK may, in its absolute discretion, the Contractor shall provide to~~

the RDCK Contract Security for the performance of its obligations under the Contract.

a. ~~Performance Bond~~

~~Provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.~~

~~Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.~~

~~Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.~~

~~Submit bond to Owner within 15 days after contract award.~~

~~Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.~~

b. ~~Labour and Material Payment Bond~~

~~Provide security for payment of labour and material provided in the performance of the Work in the form of a Labour and Material Payment Bond for 50% of the Contract Price.~~

~~Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.~~

~~Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.~~

~~Submit bond to the Owner within 15 days after contract award.~~

~~Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.~~

c. ~~Certified Cheque or Bank Draft~~

~~The Contractor may provide, in lieu of the specified Performance Bond, security for performance of the Contract in the form of a certified cheque or bank draft for 10% of the Contract Price.~~

~~The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.~~

~~The certified cheque or bank draft will be deposited and the monies will not be returned to the Contractor, in whole or in part, until satisfactory performance of all of the Contractor's obligations under the Contract.~~

~~Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return to the Contractor 75% of the monies provided as contract security without interest, no later than 30 days after Substantial Performance of the Work. The remaining 25% will be returned to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.~~

~~Submit certified cheque or bank draft to the Owner within 15 days after contract award.~~

~~d. Irrevocable Bank Letter of Credit~~

~~The Contractor may provide, in lieu of the specified Performance Bond or the specified certified cheque or bank draft, security for performance of the Contract in the form of an irrevocable bank letter of credit for 10% of the Contract Price.~~

~~The letter of credit shall be in favour of the Regional District of Central Kootenay.~~

~~The letter of credit shall have an expiry date no earlier than 24 months from the date of the tender close.~~

~~The letter of credit will not be returned to the Contractor until satisfactory performance of all of the Contractor's obligations under the Contract.~~

~~Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return the letter of credit to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.~~

~~Submit the letter of credit to the Owner within 15 days after contract award.~~

4.27 Force Majeure

In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under Section 4.12-RDCK's Right to Terminate, the Contract, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- a. the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- b. the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- c. the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- d. when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

SCHEDULE E: PERSONNEL AND EQUIPMENT

NOT USED.

DRAFT

SCHEDULE F: SUB-CONTRACTORS

NOT USED.

DRAFT

SCHEDULE G: ADDENDA

Addendum No. 1 issued February 25, 2025

Addendum No. 2 issued March 19, 2025

Addendum No. 3 issued March 24, 2025

DRAFT



Request for Quote

HB MINE TAILINGS FACILITY: DRILLING PROGRAM PRJ25026

ADDENDUM NO. 1

Issued: February 25, 2025

Closing Date: 2:00 pm Local Time, March 26, 2025

This Addendum shall be read in conjunction with and considered as an integral part of the Contract Documents; revisions supersede the information contained in the original specifications or previously issued Addendum. Price submitted shall include all items of this Addendum.

By this **Addendum No. 1**, dated February 25, 2025, the RFQ documents shall be amended as specified below.

Questions and Answers

- Q1. I think there may have been an error in the grout mixture table. Both show 30 Gallons of water to 94 lbs cement to 25 lbs bentonite. The ratio by weight numbers are significantly different, and I suspect the weight values should be as well?**
- A1. Table 3 (Cement-bentonite grout mixture) below is corrected. The estimated grout quantities in Section 4 were confirmed to be correct.**

Table 3: Cement-bentonite grout mixture

Application	Grout for Medium to Hard Soils (All boreholes except for tailings)		Grout for Soft Soils (SRK24-BH-02 – Tailings)	
	Weight	Ratio by Weight	Weight	Ratio by Weight
Materials				
Water	30 gallons	2.5	75 gallons	6.6
Portland Cement	94 lbs. (1 sack)	1	94 lbs. (1 sack)	1
Bentonite	25 lbs. (as required)	0.3	39 lbs. (as required)	0.4
Notes	The 28-day compressive strength is about 50 psi, similar to very stiff or hard clay. The modulus is about 10,000 psi.		The 28-day strength of this mix is about 4 psi, similar to very soft clay.	

Sources: Mikkelsen, P.E., & Green, G.E. (2003). Piezometers in fully grouted boreholes, International Symposium on Field Measurements in Geomechanics, Oslo.

Q2. For this project can I submit alternative pricing to table C? There seems to be a high level of variable testing in the drilling that will make it very hard to cost out at a per meter rate and we would prefer to use our standard time and material pricing for this kind of work.

A2. Yes, contractors can submit alternate pricing schedules as long as items 1 through 6 below are included in the pricing schedule.

	Description	Qty	Unit	Unit Price	Total Price
	HB Mine Tailings Facility: Drilling Program PRJ25026				
	1. Supply and install 5 boreholes with a total estimated depth of 113m.	113	M	\$	\$
	2. PVC guide pipe (Note: estimated total drilling depth is 115 m.)	150	M	\$	\$
	3. Grout Materials (Grout quantities based on depth and assume 20% loss.)				
	3.1 Portland Cement	375	Kg	\$	\$
	3.2 Bentonite Powder	115	Kg	\$	\$
	4. Pea Gravel	0.25	M ³	\$	\$
	5. Bentonite Chips	40	Kg	\$	\$
	6. Shelby Tubes	6	Ea	\$	\$
	SUBTOTAL ITEMS 1 through 6				\$
	GST ON ITEMS 1 through 6				\$
	TOTAL PRICE				\$

A sample of an alternate submission is referenced below.

TASK	DESCRIPTION	Equip1	Equip2	Equip3	Total	Total	Total	
	Hourly Rate	Hourly Rate (\$)	Hourly Rate (\$)	Hourly Rate (\$)	Hours	Fees	Disbursements	Total Fees
A	Task A	Hrs	Hrs	Hrs				
1	Description							
2	Description							
3	Description							
4	Description							
	Sub Total Task A							
B	Task B							
1	Description							
2	Description							
3	Description							
4	Description							
	Sub Total Task B							
C	Task C							
1	Description							
2	Description							
3	Description							
4	Description							
	Sub Total Task C							
	TOTAL FEES							
	5% GST							
	TOTAL FEES							

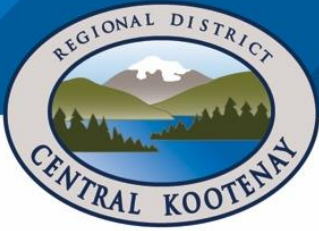
Except as modified by Addendum No. 1 issued February 25, 2025, the Request for Quote documents for PRJ #25026 shall remain unchanged.



AJ Evenson

Senior Project Manager, Regional District of Central Kootenay

- END OF DOCUMENT -



Request for Quote

HB MINE TAILINGS FACILITY: DRILLING PROGRAM PRJ25026

ADDENDUM NO. 2

Issued: March 19, 2025

Closing Date: 2:00 pm Local Time, March 26, 2025

This Addendum shall be read in conjunction with and considered as an integral part of the Contract Documents; revisions supersede the information contained in the original specifications or previously issued Addendum. Price submitted shall include all items of this Addendum.

By this **Addendum No. 2**, dated March 19, 2025, the RFQ documents shall be amended as specified below.

Questions and Answers

Q1. Will the client be providing fuel?

A1. No, the Contractor is responsible for all fuel and lubrication.

Q2. Will the client be providing meals and accommodations?

A2. No, the Contractor is responsible for all meals, accommodations and/or living out allowance.

Q3. What water source will be provided for drilling? If a natural water source, what is the distance and lift from the boreholes?

A3. The Contractor should assume that the nearest location to obtain water is either Sheep Creek or the Salmo River. The Contractor is responsible to fill in the necessary applications to obtain temporary water. <https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-licensing-rights/water-licences-approvals/water-use-approval>

Q4. Is dual wall sonic drilling sufficient for the 3-5 meters of bedrock drilling, or is HQ coring required?

A4. Yes dual wall sonic is sufficient.

Q5. Is the Contractor required to provide a medic?

A5. The Contractor is required to meet all Occupational Health and Safety Regulation Requirements for first aid requirements. The Contractor should conduct a first aid assessment as per Worksafe BC to determine the first aid requirements. For the assessment, it should be assumed the following:

- That in addition to the Contractors drilling crew, an Engineer will be onsite to log drill core and provide guidance, an additional owners representative may also be on site periodically during drilling.
- The closest ambulance station is in Salmo BC (~10 km away)
- Cell phone coverage is available on site.

Q6. What is the approximate distance between boreholes?

A6. The boreholes are all generally within 100 m.

Q7. Is there a site-specific testing, orientations, or training required?

A7. A site orientation kick-off meeting will be held at the start of the project. All work must meet the *Mines Act* and Health, Safety and Reclamation Code for Mines and BC requirements. It is expected that the Contractor will provide appropriate supervision as per the *Mines Act* (i.e. one member of the drilling crew must have a Mine Supervisor Certificate).

Q8. What is the requirement for cuttings and fluids management? Stored in drums or spread on site?

A8. One of the drill holes will be through tailings (up to ~10 m thickness). Tailings core is to be captured (stored in drums) to be disposed of on-site. (Contractor should provide the drums). The remainder of the material may be spread on site.

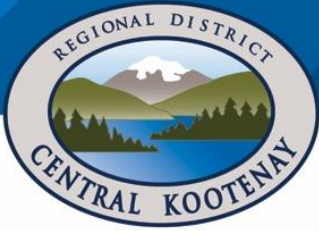
Except as modified by Addendum No. 1 issued February 25, 2025, and this Addendum, the Request for Quote documents for PRJ #25026 shall remain unchanged.



AJ Evenson

Senior Project Manager, Regional District of Central Kootenay

- END OF DOCUMENT -



Request for Quote

HB MINE TAILINGS FACILITY: DRILLING PROGRAM PRJ25026

ADDENDUM NO. 3

Issued: March 24, 2025

Closing Date: 2:00 pm Local Time, March 26, 2025

This Addendum shall be read in conjunction with and considered as an integral part of the Contract Documents; revisions supersede the information contained in the original specifications or previously issued Addendum. Price submitted shall include all items of this Addendum.

By this **Addendum No. 3**, dated March 24, 2025, the RFQ documents shall be amended as specified below.

Questions and Answers

Q1. Is the existing 4.5 inch liner to be removed?

A1. The groundwater consultant recommends for the liner to remain in place.

Q2. What diameter liner are you wanting installed?

A2. The new liner should be 3" or smaller in order to fit inside the 4.5" liner.

Q3. Are you wanting a screen at the bottom? Stainless steel or PVC?

A3. The groundwater consultant recommended a sand pack at the bottom instead of a screen to prevent the shale aquifer material from entering the new smaller liner.

Q4. Is the pump to be installed permanent? Or just temporary for flushing the well and performing the pump test?

A4. The pump will be permanent.

Q5. The subcontractor that we are working with for the pump test has requested to know the required flow rate for the test. I don't see it in the RFP, but is there a requirement for this?

A5. The original well initially produced 6GPM and we'd like to test at 3-4GPM. Ideally the new pump will pump at 3-4GPM continuously to fill tanks on site for use in the compost process.

Except as modified by all previous addendums, and this Addendum, the Request for Quote documents for PRJ #25026 shall remain unchanged.

AJ Evenson
Senior Project Manager, Regional District of Central Kootenay

- END OF DOCUMENT -



Committee Report

May 14, 2025

Creston Landfill and Compost Facility Operations and Maintenance Contract Extensions

Author: Nathan Schilman, Environmental Technologist
File Reference: 12-6300-CRE
Electoral Area/Municipality: East Subregion
Services Impacted S186 Refuse Disposal - East Subregion
A119 Organics Program - East Subregion

1.0 STAFF RECOMMENDATION

RECOMMENDATION 1 – LANDFILL CONTRACT EXTENSION AND FINANCIAL PLAN AMENDMENT

That the Board approve the RDCK extending the current Landfill Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of \$292,938 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board approve an amendment to each year in the 2025-2029 Financial Plan for East Waste Service S186 to INCREASE Account 54030 Contracted Services by \$101,435 and DECREASE Account 59500 Contribution to Reserves by \$101,435;

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

RECOMMENDATION 2 – COMPOST FACILITY CONTRACT EXTENSION

That the Board approve the RDCK extending the current Compost Facility Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of \$122,305 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from A119 Organics Program – East Subregion.

2.0 BACKGROUND/HISTORY

Staff brought a report to the March 19th, 2025 Joint Resource Recovery Committee meeting which outlined the results of the Creston Landfill and Creston Compost Facility Operations and Maintenance Request for Proposals (RFP). At the March 20th, 2025 Board meeting, the following resolution was passed:

209/25 *That the Board approve the cancellation of the current Creston Landfill and Compost Facility Operations and Maintenance procurement.*

Staff have since negotiated the terms and conditions of contract extensions both the Creston Landfill and Compost Facility operations and maintenance contracts with the current contractor, GFL Environmental Inc. (GFL), for an additional 8 months and are seeking Board approval to move ahead with the extension.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

The current Creston Landfill operations and maintenance contract and the Creston Compost Facility operations and maintenance contract are set to expire on September 30th, 2025. An RFP was issued in early 2025 however all proposals received quoted higher costs than what was budgeted, which led to the cancellation of the procurement.

The budget for the landfill contract expected cost savings in combining the landfill and compost contracts, which was not reflected in the proposals received. Further, the projected 2024 expenses were under actuals, so the low adjustment (expecting a cost savings) applied to the landfill contract budget in 2025 is expected to result in a shortfall.

As there is less than 6 months remaining in the current contracts, extensions are needed to provide adequate time to complete another RFP process. The aim is to commence a new contract in the spring of 2026, so that the chosen contractor has to time to secure the necessary equipment and staffing, and does not need to mobilize to site in the winter months.

3.1 Alignment to Board Strategic Plan

This project aligns with:

Environmental Responsibility. The landfill and compost facility operator should be knowledgeable and experienced in these operations so that the chance for environmental degradation is as minimal as possible. The proposed contractor should be transparent regarding their operations and maintain effective communication with the RDCK to ensure environmental compliance and rapid response to environmental concerns.

Managing Our Assets and Service Delivery in a Fiscally Responsible Manner. The landfill and compost facility need to be operated and maintained in such a way that maximizes efficiency and ensures the RDCK is getting the best value from the contractor.

3.2 Legislative Considerations

The following legislation, regulations, bylaws, or guidelines set out the requirements for the Landfill and Compost Facility operations and maintenance:

- *Environmental Management Act*
- 2016 BC Landfill Criteria
- Resource Recovery Facilities Bylaw
- Landfill Gas Management Regulation
- Organic Matter Recycling Regulation

3.3 What Are the Risks

None at this time.

4.0 PROPOSED SOLUTION

The current Landfill and Compost Facility contracts are set to expire on September 30th, 2025. Given the time needed to re-issue the RFP, award the contract, and provide ample time for a potential new contractor to prepare for the new contract, Staff recommends providing an extension of the current two contracts for a period of 8 months.

Within the 2025 - 2029 Financial Plan, the 2025 budget for Service S186 Refuse Disposal - East Subregion Account 54030 Contracted Services is not adequately funded for the Creston Landfill operations and maintenance contract. Staff recommends an amendment to the 2025 – 2029 Financial Plan to accommodate the Landfill contract pricing through 2025.

4.1 Financial Considerations of the Proposed Solution

The cost of the Creston Landfill contract between January 1st and March 31st 2025 was \$36,339.21 not including GST per month. As of April 1st, an annual adjustment to the landfill contract is accounted for. GFL provided annual adjustment figures on May 5th, 2025, and the monthly charge increase is \$5.38 or a total of \$36,344.59 per month. This increase due to the annual adjustment puts the total contract value for 2025 at \$436,119 not including GST. The total value of the proposed 8-month term extension of the contract, between October 1st, 2025, and May 31st, 2026 is \$292,938 not including GST. This value accounts for an additional annual adjustment occurring on April 1st, 2026, at an estimated 3% increase.

The amount allocated to this contract in the 2025 – 2029 Financial Plan for Service S186 Refuse Disposal - East Subregion in Account 54030 Contracted Services was \$334,684. The total budget shortfall for this Account is \$101,435. The shortfall is due to a projected cost for 2024 that was too low, and an expected contract cost saving that was not realized.

To account for the budget shortfall of \$101,435 in 2025, an amendment to the 2025 – 2029 Financial Plan for Service S186 Account Contracted Services is needed. This adjustment also applies to subsequent years in the Financial Plan as they are expected to have a similar shortfall, however the 2026 – 2030 Financial Plan will be developed to reflect the cost of the new contract.

Staff propose the following adjustment to Service S186:

- Increase Contracted Services Account 54030 by \$101,435
- Decrease Contribution to Reserves Account 59500 by \$101,435

The cost of the Creston Compost Facility contract between January 1st and April 31st 2025 was \$15,228.75 not including GST per month. As of May 1st, an annual adjustment to the compost facility contract is accounted for. GFL provided annual adjustment figures on May 5th, 2025, and the monthly charge increase is \$2.26 or a total of \$15,231.01 per month. This puts the total contract value for 2025 at \$182,763 not including GST. The total value of the proposed 8-month term extension of the contract, between October 1st, 2025, and May 31st, 2026 is \$122,305 not including GST. This value accounts for an additional annual adjustment occurring on May 1st, 2026, at an estimated 3% increase.

The amount allocated to this contract in the 2025 – 2029 Financial Plan for Allocation Service A119 East Compost in Account 54030 Contracted Services is \$192,000. Adequate budget exists for the recommended 8-month extension period.

The 2026 – 2030 Financial Plan will be prepared with the adjusted costs for the operations and maintenance for both the landfill and compost facilities based on direction from the Board and the extended contract pricing.

4.2 Risks with the Proposed Solution

Risks involved with the Financial Plan amendment for Service S186:

- A reduction in the contribution to reserves.

4.3 Resource Allocation and Workplan Impact

No impacts are anticipated.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None at this time.

4.5 Measuring Success

None at this time.

5.0 ALTERNATIVE SOLUTION(S)

There are no alternative solutions to present at this time.

5.1 Financial Considerations of the Alternative Solution(s)

None at this time.

5.2 Risks with the Alternative Solution(s)

None at this time.

5.3 Resource Allocation and Workplan Impact

None at this time.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None at this time.

5.5 Measuring Success

None at this time.

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

None at this time.

7.0 OPTIONS SUMMARY

As there are no alternative solutions presented in this report, there are no options other than the recommendations.

8.0 RECOMMENDATION

RECOMMENDATION 1 – LANDFILL CONTRACT EXTENSION AND FINANCIAL PLAN AMENDMENT

That the Board approve the RDCK extending the current Landfill Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of \$292,938 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the Board approve an amendment to each year in the 2025-2029 Financial Plan for East Waste Service S186 to INCREASE Account 54030 Contracted Services by \$101,435 and DECREASE Account 59500 Contribution to Reserves by \$101,435;

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

RECOMMENDATION 2 – COMPOST FACILITY CONTRACT EXTENSION

That the Board approve the RDCK extending the current Compost Facility Operations and Maintenance contract with GFL Environmental Inc. to a maximum value of \$122,305 not including GST for a period of 8 months (ending May 31, 2026), and that the Chair and Corporate Officer be authorized to sign the necessary documents.

AND FURTHER, that the costs be paid from A119 Organics Program – East Subregion.

Respectfully submitted,
Nathan Schilman – Environmental Technologist

CONCURRENCE

Resource Recovery Manager – Amy Wilson
General Manager of Environmental Services – Uli Wolf
Chief Financial Officer – Yev Malloff

ATTACHMENTS: None



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 UPDATE

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/m³. 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/m³, with an average density of 0.2 tonnes/m³. 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 facilities¹

	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/m³	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/m³; 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/m³ 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.

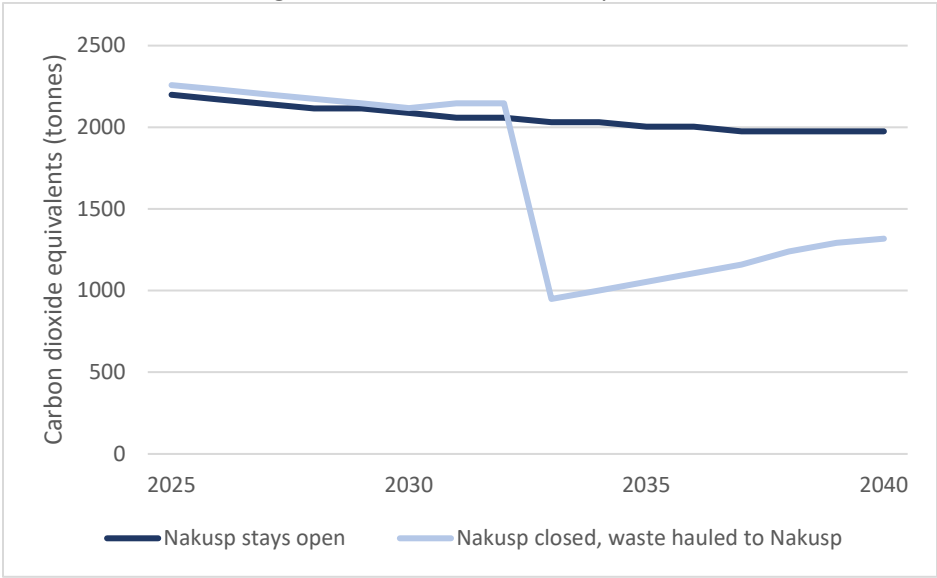
Table 2 summarizes the 2024 annual facility operating cost, the estimated annual cost if the landfill were to continue operating with the developments required to maintain compliance with the Criteria, and the estimated annual costs going forward with the plan to close the landfill and haul waste to 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:

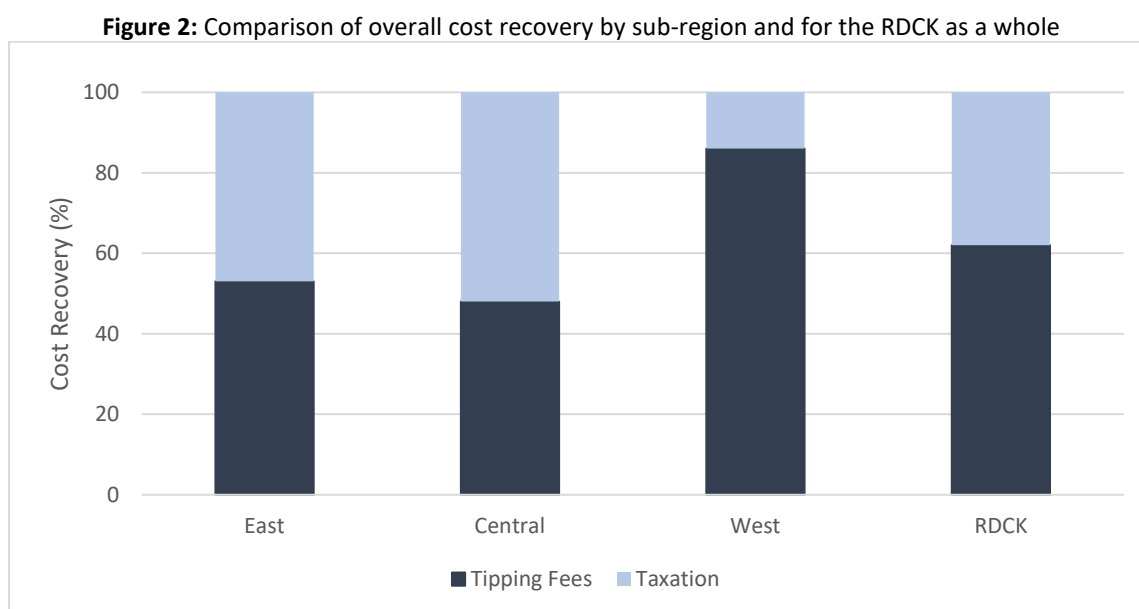
- If the Nakusp landfill were to remain open, emissions associated with landfill operations would likely remain relatively stable, while landfill gas emissions would slowly decline as diversion programs continue to improve.
- Closure of the landfill and hauling of the waste to Ootischema will result in an initial increase in emissions, followed by a significant decrease in the mid-2030s when Ootischema 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 Ootischema, it is expected that the emissions reduction associated with disposing of Nakusp area waste at Ootischema landfill will significantly outweigh the small increase in emissions associated with transporting the waste.

2.3 How Ootischema 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 Ootischema 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).



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 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, Silvertown, 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")

AND

LICENSEE NAME

(hereinafter called the "Licensee")

at the following address:

at the following address:

Box 590, 202 Lakeside Drive

Address

Nelson, BC V1L 5R4

City, Province Postal Code

Agreement Administrator: **First and Last Name**

Agreement Administrator: **First and Last Name**

Telephone: **Phone #**

Telephone: **Phone #**

Email: **Email**

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 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.