

DATE: December 23, 2015 **FILE:** 5360-20/GR

TO: Chair and Directors
Comox Valley Regional District (Comox Strathcona waste management) board

FROM: Debra Oakman, CPA, CMA
Chief Administrative Officer

RE: Operational Agreement Award – Village of Gold River

Purpose

The purpose of this report is to seek approval from the Comox Strathcona waste management (CSWM) board to enter into a five year agreement with the Village of Gold River (Village), for the operation of the Gold River waste management centre (GRWMC).

Policy analysis

The regional district's purchasing policy Bylaw No. 284 being the "Comox Valley Regional District Delegation of Purchasing Authority Bylaw No. 284, 2013", requires that all agreements between organizations or local governments for the management of direct service delivery, must obtain board approval.

Executive summary

The first agreement between CSWM and the Village, for the operational management of the GRWMC was entered into in 2009. The agreement includes the operation of the landfill and transfer station facility that is located at the Village's public works yard. The transfer station facility is leased by the CSWM service for the operation of the GRWMC.

The CSWM service assumed responsibility of the Gold River landfill in the early 1990's and in 1998 a decision was made to discontinue the disposal of municipal solid waste at the landfill. The landfill has continued to be used for the disposal of inert materials such as asphalt singles and concrete. Following the changes at the landfill a transfer station was established for the community.

Staff are satisfied with the services provided by the Village and are seeking board approval to enter into a new operational agreement with the Village for a five (5) year term. The total value of the five year agreement is approximately \$766,800. The CSWM service remains committed to working with the Village on the operation of the GRWMC.

Recommendation from the chief administrative officer:

THAT the Comox Valley Regional District enter into a five year agreement with the Village of Gold River for the provision of solid waste services, as provided in the operational specifications of the agreement attached to this staff report;

AND FURTHER THAT the corporate legislative officer and the chair be authorized to execute the agreement.

Respectfully:

D. Oakman

Debra Oakman, CPA, CMA
Chief Administrative Officer

Background/current situation

The CSWM service assumed responsibility of the Gold River landfill in the early 1990's. In 1998 a decision was made to discontinue disposing of municipal solid waste at the landfill and only continue to use the site for the disposal inert materials such as concrete and asphalt shingles. Following the changes at the landfill a transfer station was established at the Village's public works yard for the collection of municipal solid waste, construction material, yard waste, blue box recyclables, tires, batteries, scrap metal and the operation of a free store. The municipal solid waste received at the transfer station is transported to the Campbell River waste management centre for disposal. Yard and wood waste that is received at the transfer station is transported to the Gold River landfill where is grinded and used as an amendment by the Village for their biosolid compost operation.

In September 2009 the Comox Valley Regional District (CVRD) entered into an agreement with the Village for the operation of the GRWMC for the duration of five years. The village provides the staff and equipment to manage both the transfer station and the landfill. The Village has met the terms of the agreement and has been responsive to the CVRD's needs.

The scope of services has been updated from the 2009 agreement to reflect the changes required for the Multi Material British Columbia (MMBC) program. Changes to recycling, mainly related to product quality has resulted in increased staff time to manage the MMBC program. Services provided under the agreement included operation of the transfer station and landfill, staff supervision, administration, hydro, facility maintenance and the servicing of the two communities recycling depots. A draft copy of the agreement is attached to this staff report as appendix A.

Options

1. Enter into a contract with the Village of Gold River for a five year period ending December 31, 2020 as per the draft agreement attached as appendix 'A'.
2. Negotiate an alternative agreement with the Village.

Financial factors

The 2016-2020 financial plan includes an allowance of \$148,200 per year for the operation and lease of the Gold River waste management centre. The rates are subjected to an annual two percent increase beginning in 2017. The estimated annual operating cost of the facility is \$118,200 which includes a \$12,000 allowance for additional work as required. The lease of the facility is \$30,000 a year and this is also subject to an annual increase of two percent beginning in 2017.

The new agreement has an increase of approximately \$10,000 per year from the previous agreement. The areas that have increased in costs are administration, hydro, wages, and labour time for the MMBC program. In addition, the lease agreement for the site has been increased from the previous agreement from \$2,400/month to \$2,500/month.

The proposed agreement is for five years commencing January 1, 2016 and expiring December 31, 2020 with an estimated value of \$766,800. This includes the operational services, the allowance for the additional work as required, the lease of the facility and the two percent annual increases.

Refer to the attached “Gold River draft operational agreement” appendix C “Fee Schedule” for more details.

Table 1: Estimated cost of the agreement for the five year term

Description	2016	Total for Five years
Operational costs	\$118,200	\$610,680 *
Lease of the site	\$30,000	\$156,000 *
	TOTAL	\$766,800

* Five year total includes two percent annual increase.

Intergovernmental factors

The CSWM service has worked closely with the Village of Gold River to ensure that the operation of facilities are meeting the needs of the community. The Village has reviewed and is in agreement with the draft agreement attached.

Interdepartmental involvement

The engineering services branch is leading the preparation and execution of the operational contract, with support from the financial services and legislative services departments.

Citizen/public relations

The GRWMC is an asset to the community and the CSWM service remains committed to working with the village on maintaining the GRWMC at a high level to ensure that residents are satisfied with the service provided.

Prepared by:

J. Lee

Jesse Lee, BS.c
 Manager of CSWM Transfer
 Facility Operations

Concurrence:

J. Mathers

James Mathers
 Senior Manager of CSWM
 Services

Concurrence:

M. Rutten

Marc Rutten, P.Eng
 General Manager of
 Engineering Services

Attachments: Appendix A – Gold River draft operational agreement

This Agreement made this _____ day of _____, 2016.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road
Courtenay, BC V9N 3P6

(hereinafter called the "CVRD")
of the first part;

AND:

VILLAGE OF GOLD RIVER

499 Muchalat Drive
Gold River, BC V0P 1G0

(hereinafter called the "Village")
of the second part;

WHEREAS:

- A. The CVRD may, pursuant to Section 176(1)(b) of the *Local Government Act*, make agreements with other local governments with respect to the undertaking, provision or operation of its services, and;
- B. The Village may, pursuant to Section 23(1)(a) of the *Community Charter*, make agreements with other local governments for the provision of services, and;
- C. The CVRD has requested the Village provide a leased area, transfer station operations, limited landfill operations, and recycling services and the Village has agreed on the terms and conditions hereinafter set out.

1. DEFINITIONS

- a) "Approved" shall mean approved in writing by the Manager of CSWM operations for the CVRD.
- b) "Contract" shall mean this written agreement between the CVRD and the Village covering the performance of the work and includes the appendices attached herein and any amendments or revisions thereto that may from time to time be issued by the CVRD.
- c) "Divertable woodwaste" means any wood waste product that is capable from being diverted from the landfill, and includes but is not limited to wood waste that is painted or stained, pallets, fiber/particle board, oriented strand board and plywood, raw dimension lumber and scraps or cut-offs.
- d) "Drop-off areas" means the area where customers can deposit material in their designated locations, often including a tipping wall and separated containment units. These areas may include areas within the community that are not part the landfill or transfer station.
- e) "Hazardous waste" means gaseous, liquid or solid waste that, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. Hazardous waste includes, but is not limited to toxins, poisons, corrosives, irritants, strong sensitizers, flammables, ignitable, infectious wastes, condemned foods, etc.

- f) “shall”, “may”, “person”, “writings” or “written” and words used in the singular number of the masculine gender, or the converse, shall have the meaning and effect given thereto, respectively, in the Interpretation Act of British Columbia.
- g) “Party” means any party to this Contract.
- h) "Manager" shall mean Manager of CSWM operations or delegated authority or his duly authorized representative.
- i) “MMBC” means Multi Material BC Society, a not-for-profit agency incorporated under the Society Act (British Columbia).
- j) “Municipal solid waste” or “MSW” means refuse that originates from residential, commercial, demolition, construction or institutional sources;
- k) “Scrap metal” means all metallic materials including appliances, propane tanks and other scrap metallic wastes as determined by the Manager.
- l) “Service Area” means the Village of Gold River and other communities serviced by the Gold River operations within the Comox Strathcona Waste Management (CSWM) service operated by the Comox Valley Regional District.
- m) “Site” shall mean the entire Village of Gold River waste management facilities including weigh scale and drop-off areas. It shall also mean the portion of space used for collection and transfer of garbage on the part of the grounds legally described as:
 - Block N of District Lot 637, Land District 39, Plan number 19837
 - PID 003-638-073owned by the Village of Gold River and designated as a Works Yard within the 17.5 acres of land, more or less, and which land is situated at the end of Hilke Road in Gold River, BC, further defined by the drawing attached as Appendix B.
- n) "Work" or "Works" means and includes in its entirety the furnishing of labour, materials, tools, equipment, delivery matters and things required to be done, furnished and performed by the Village in or under the Contract, including all alterations, amendments or extensions thereto made by Contract change order or other written order of the Manager of CSWM operations or delegated authority.

2. **TERM**

The term of this Contract is for a period of five years beginning January 1, 2016 and ending December 31, 2020 with an option to extend the contract, with the mutual agreement of the Village and the CVRD.

By notice in writing given to the CVRD by the Village no later than six months prior to the end of the Term, the CVRD may renew this Contract for an additional five years, the renewal to be on the same terms and conditions that applied during the original Term, except as to the fees payable to the Village and changes to the scope of services as required.

Any contract extension should address revisions to the scope of services based on Multi Material BC regulations and operational agreements with the fee schedule negotiated between the parties based on the revised scope of services.

3. PAYMENT FOR SERVICES

The Village will submit a monthly invoice to the CVRD, based on Appendix 'C' – Fee Schedule for the Term of the Contract.

Invoices shall be due and payable within 30 days after receipt by the CVRD.

The Fee Schedule includes an annual increase of 2% beginning January 1, 2017.

Included in the Fee Schedule is an amount per month for the Term of the agreement for the lease of the Site as outlined on Appendix 'C'.

4. INDEMNITY

Notwithstanding the providing of insurance coverage by the Village, the Village hereby agrees to indemnify and save harmless the CVRD, its elected officials, officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Village, its servants, agents, sub-contractors and sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the CVRD.

5. INSURANCE

The Village and the CVRD shall maintain liability insurance policies in good standing during each year of the Term of the Contract.

6. TERMINATION

This Contract may be terminated by either party prior to the expiry of the term and for any reason upon nine months advance written notice.

7. AMENDMENTS

No amendments or modifications to this Contract shall become effective unless agreed upon by both parties in writing, such amendment agreement to form part of this Contract.

8. NOTICES

Unless otherwise specified herein, any notice required to be given by any party to this Contract shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, emailed or delivered at the address of the other party set forth on the first page of this Contract or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received 72 hours after being mailed or emailed, and, if delivered, upon the date of delivery. If normal mail service or email is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

9. **GENERAL CONDITIONS**

Article headings

The article headings to the sections are inserted for reference and convenience only and shall have no effect whatsoever upon the meaning, interpretation or construction of the said sections or subdivisions.

Independent Party

The Village is an independent party and not a servant, employee or agent of the CVRD and is fully responsible for the planning, organization and delivery of all aspects of the Scope of Services.

The Village is responsible to remit all statutory payments in relation to fees paid by the CVRD under this Contract, including Goods and Services Tax, Income Tax, Canada Pension Plan contributions, Employment Insurance and WorkSafeBC premiums, as applicable.

Compliance with laws

The Village shall give all the notices and obtain all the licenses and permits required to perform the work. The Village will comply with all laws applicable to the work or performance of the Contract.

This Contract will be governed by and will be construed and interpreted in accordance with all laws in effect of the Province of British Columbia.

Assignment

The Village will not, without the written consent of the CVRD, make any assignment of this Contract.

Whole contract

This Contract contains all the provisions to which the parties are bound, and supersedes any other agreement or Contract, which may have existed between the parties before the date upon which this Contract was executed.

Severability

If any provision of this Contract is held to be invalid in whole or in part, the remainder of the Contract or any of such provision, as the case may be, shall not be affected thereby.

Successors and assigns

This Contract shall ensure to the benefit of and be binding upon the parties hereto and their respective legal representatives and permitted successors and assigns.

The terms of this contract are hereby agreed to, as at the date first above written.

COMOX VALLEY REGIONAL DISTRICT

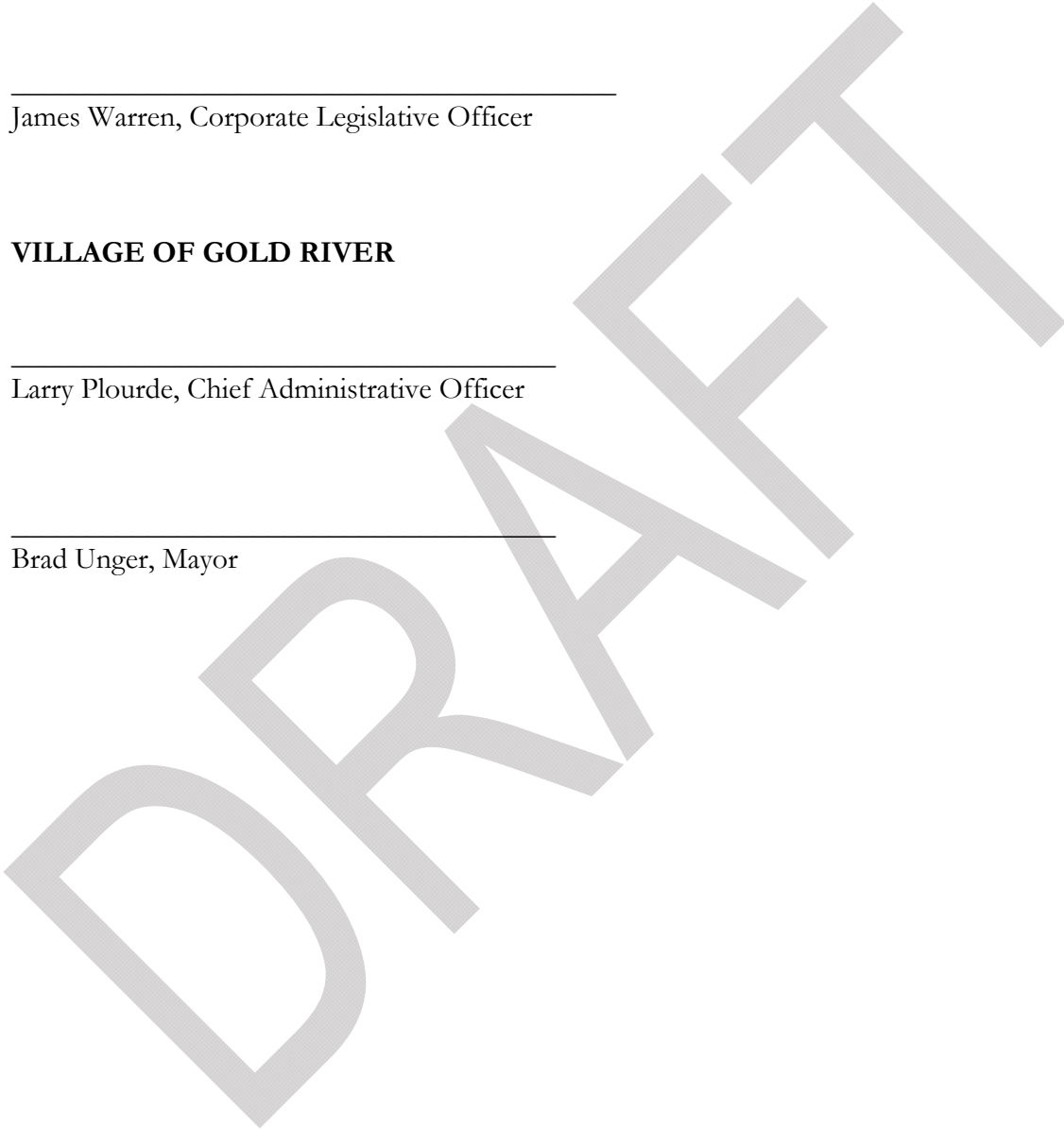
Bruce Jolliffe, Chair

James Warren, Corporate Legislative Officer

VILLAGE OF GOLD RIVER

Larry Plourde, Chief Administrative Officer

Brad Unger, Mayor



Appendix 'A' – Scope of Services

1.0 TRANSFER STATION MAINTENANCE AND OPERATION

1.1 Drop off area

- a) The Village is responsible to ensure that the Site has adequate, separate and designated areas for the public to deposit the following materials:
 - MSW;
 - recyclables;
 - scrap metal;
 - batteries;
 - wood waste;
 - yard waste;
 - tires; and
 - any other specific designated areas as required as by the Manager.
- b) The Village shall store all separated materials in a safe and responsible manner.
- c) The Village shall ensure that the bins are emptied as often as required so that they do not overflow at the drop-off area.
- d) The Village shall provide advice and information to the users on waste reduction options and opportunities.
- e) The Village shall provide barricades and traffic signage to direct the entering traffic to the drop-off area. Additional Site signage can be ordered through the Manager as required.
- f) The Village shall be responsible for maintaining an adequate number of bins (supplied by the CVRD) at the drop off area and advising the Manager if the bins require repairs. The Manager shall review the adequacy of the number of bins from time to time, and provide additional bins as determined necessary.
- g) The CVRD will be responsible for the cost of grinding wood waste at the landfill.

1.2 Facilities

- a) The Village will provide the following facilities: Enclosed bear proof solid waste transfer station, with designated locations for storage of each material.
- b) The Village shall be responsible for day to day Site maintenance and repair of any damage that is caused by the Village, or due to negligence by the Village.
- c) The Village shall be responsible for damages including deficiencies in construction and vandalism. Maintenance including roof repairs, fence repairs and painting shall be carried out at the Village's cost.
- d) The Site shall be designated as a non-smoking environment. The Village is responsible for enforcing this policy to staff and to the public by signage and public relations.
- e) The Village shall provide the Village office as a place for the public to deal with inquiries and complaints of the customers for which the services under this Contract are provided.
- f) The scale building, bin wall and the MMBC collection container which have provided by the CVRD will be the responsibility of the CVRD for capital improvements and repairs.

- g) The Village shall supply and maintain a communications system (two way contact) with Site staff and the public works department while working at the facility.
- h) The Village shall be responsible for providing potable water on Site for the scale attendant.
- i) The Village shall be responsible for the payment of the utility (sewer and water) charges for all facilities on the Site. Electricity is reimbursed by the CVRD as per the attached fee schedule.
- j) The CVRD is not liable for any damages or loss, as a result of a failure in the utility services.
- k) The Village shall maintain the Site in a neat and orderly condition, ensuring that the facility is safe for users and workers. The appearance of the Site will be such as to present a well-maintained solid waste management facility at all times. This includes litter clean-up, mowing and grass trimming.

1.3 Access roads and drainage

- a) The Village shall be responsible for the maintenance of the access road from the Site entrance and all internal access roads.
- b) The Village shall keep the Site internal roads, landings and access points to unloading areas in accordance with the following conditions:
 - i. Free of ice, snow and accumulations of other materials to permit customer access and prevent hazards to facility users and workers.
 - ii. The Village will supply road sand, deicing and other appropriate traction materials during periods when ice and snow conditions are present.
 - iii. The Village will carry out contaminant removal as required from on-Site marshalling areas and disposal bins.

1.4 Free Store

If the village provides a free store it will be kept clean and tidy and any items will be removed as required.

1.5 Weigh Scale

- a) The scale house shall be staffed with a qualified Village of Gold River operator at all times during the hours of operation who is responsible for accurately weighing, recording and charging for refuse using the scale software.
- b) The Village shall be responsible for maintaining the scale house in a sanitary condition.
- c) The Village shall provide trained personnel who will be thoroughly familiar with any scale software provided by the CVRD.
- d) The CVRD shall be responsible for providing computers and printers necessary to operate any scale software program.
- e) The CVRD shall be responsible for the calibration of the scale, any inspections, and any fees associated with the operation of the scale.
- f) The CVRD shall maintain the scale in operational condition. If a malfunction in the scale occurs, the CVRD will be responsible for affecting the repairs in the quickest manner possible. When the scale malfunctions, the Village shall maintain the waste management

centre open and the customers shall be charged a minimum or reasonable fee based on historical records of their loads, as agreed upon with the Manager.

1.6 Security

The Village shall take adequate measures to ensure that vandalism is deterred at the Site. These measures include:

- a) The Village shall be responsible for the unlocking and locking of the entry gate at the beginning and end of each day's operations.
- b) The Village shall be responsible for the securing of the scale house and setting of the security system (if applicable).
- c) The Village shall report to the CVRD, and/or the RCMP, persons found trespassing or scavenging on the Site (if applicable).

2. MATERIALS ACCEPTED

The Village shall accept for disposal all refuse except those wastes specifically prohibited by these Operational Specifications.

The Village is responsible to ensure that the following prohibited items are not accepted for disposal in the garbage transfer bins:

- Biomedical waste
- Corrugated cardboard;
- Divertable Wood waste
- Drums
- Garden/yard waste
- Commercial and Household Hazardous waste
- Ignitable wastes
- Liquids
- Metal
- Motor vehicle bodies and farm implements
- Municipal solid waste that is on fire or smoldering
- Radioactive waste
- Reactive wastes
- Recyclable paper
- Any waste, as defined in the Hazardous Waste Legislation guide
- Stewardship materials
- Tires
- Or any material as directed by the Manager

2.1 MMBC Material

The CVRD and MMBC entered into a five year depot collection service agreement dated November 30, 2013 (the "MMBC Agreement"), a copy of which is attached herein as Appendix D. The MMBC Agreement requires the CVRD to comply with terms and conditions applicable to the operation of the recycling depot, including complying with MMBC's policies and standards.

The Village acknowledges that it has reviewed the MMBC Agreement and agrees to fulfill on behalf of the CVRD all the obligations of the “Contractor” (as such terms is used in the MMBC Agreement) that relate to the operation of the recycling depot, including any new term that may be introduced pursuant to the terms of the MMBC Agreement.

If there is a discrepancy between a provision in the MMBC Agreement and a provision in this Contract, then the Village will comply with the more stringent provision unless otherwise expressly directed by the Village representative in writing. The Village will give prompt notice to the CVRD of any apparent discrepancies between the MMBC Agreement and this Contract.

2.2 Scrap Metal

The Village shall be responsible for acceptance of scrap metal for recycling. Scrap metal shall not be placed in the garbage bins.

The Village will:

- collect current CSWM fee for units containing freon (fridges, freezers and air conditioners).
- place refrigerators, freezers and air conditioners upright in a supplied 40 yard container before the end of the working day on which they are received.
- restrict the public from the scavenging of scrap metal at the drop off area and in the scrap metal collection container.
- arrange for the transportation of the scrap metal through the CVRD’s contract hauler.

Revenue from scrap metal shall be retained by the CVRD.

3. EQUIPMENT

- a) The Village shall supply all equipment suitable for collecting and maintaining the Site.
- b) The Village shall maintain all equipment in a neat and clean condition, and in good appearance and repair.
- c) The Village shall maintain all equipment in a safe operating capacity including brakes, mirrors, head, tail, brake and indicator lights, back-up beacons, and hydraulics.
- d) The Village shall provide on Site equipment to perform the Works as outlined in the Contract. In case of breakdown or other interruption, the Village shall make a reasonable effect to repair or replace that equipment to insure continued service to the Site.
- e) All equipment shall be of sufficient horsepower, weight and size to perform the Work and shall be approved by the Manager (if applicable).

4. SITE OPERATIONS

4.1 Wildlife control

The Village is responsible to prevent the attraction of birds and wildlife by using good landfill housekeeping procedures. Dead wildlife found on Site shall be reported to the B.C. Conservation Service and disposed of in accordance with their directions.

4.2 Fire Control

The Village shall be responsible for protecting the Site from fire, as well as preventing the spread of fire to adjacent properties should a fire occur at the Site. The Village will provide the necessary equipment on a cost basis to be paid by the CVRD for a fire at the landfill.

5. RECORDS

- a) The Village shall maintain records including but not limited to customer counts, materials entering and leaving the Site, facility inspections and unusual incidents. A summary of this information shall be submitted to the CVRD quarterly or as deemed appropriate by the Manager.
- b) The Village shall be responsible for collecting tipping fees at the Site. A tipping fee will be charged to the Village for the material that is received from the Gold River waste management centre at either the Campbell River or Comox Valley waste management centres.
- c) The Village shall provide the Manager with information pertaining to Site operations (as required) to assist the CVRD in the preparation of reports as required.
- d) The Village shall be responsible for keeping records of the Site operation for a minimum of seven years.
- e) The CVRD financial officer or other staff shall have access at any time during the working hours to documentation of the Site activities.

6. PERSONNEL

The Village shall ensure that the following personnel are available during operating hours:

- a) A supervisor who will be the representative of the Village in charge of the Work; and
- b) A sufficient number of experienced and trained equipment operators and/or Site operations staff to complete the performance of the Work.

7. PUBLIC RELATIONS

- a) The Village shall be responsible to maintain a log of all complaints received regarding the Site operations, such log to include the time of complaint, name and address of complainant, nature of complaint and the action taken to rectify the complaint. A prompt reply will be relayed to the complainant by the Village. If the matter is not within the scope of the operating contract, the concern shall be forwarded to the Manager within timely fashion of when the complaint was made.
- b) The Village shall agree to exercise good public relations in exercising its authority under this Contract.
- c) The Village shall abide by the British Columbia *Human Rights Code*.
- d) The Village acknowledges that its employees, agents and sub-contractors will be dealing with the public in the execution of this Contract and that it is important to the CVRD that excellent relations with the public be maintained and that all persons under the control of the Village conduct themselves in a courteous and respectful manner conducive to good public relations.

- e) The Village shall not make any public comments that denigrate, disparage, or are disrespectful of the CSWM, the CVRD or the Strathcona Regional District, their employees and elected officials and shall refrain from making negative comments about the credibility of the CSWM, the CVRD, the Strathcona Regional District their employees and elected officials.
- f) The Village agrees to investigate and to respond promptly and appropriately to any notifications by the public or the Manager of the following actions by the Village's employees:
- Intoxication by drugs or alcohol;
 - The use of foul, profane, vulgar or obscene language;
 - Solicitation of tips or gratuities from any person in respect of the services to be performed under this contract;
 - The deliberate or negligent destruction of any equipment or facilities;
 - Any disregard of health or safety regulations or procedures; and/or
 - Public nuisance or disorderly conduct.
- g) The CVRD may request that the Village remove and replace any employee who does not maintain a professional standard of conduct. Unacceptable conduct includes, but is not limited to, use of foul language, disorderly conduct, failure to act in accordance with the operational specifications, and neglect of duty. Such discipline shall be in accordance with the terms of an employee discipline policy or by the Village's collective agreement as it applies to employee discipline.

8. SAFETY PROCEDURES

- a) The Village shall operate the Site in accordance with Workers Compensation Board regulations, local bylaws, health and safety regulations and policies of the CVRD applicable to the Site property.
- b) The Village shall supervise and enforce compliance with safety procedures that shall be developed and maintained by the Village. As part of the safety procedures, the Village shall supply and maintain first aid and safety equipment at the facilities.
- c) The Village shall also allow the CVRD access to the Site for period safety inspections by their employees or consultant.

Appendix 'C' – Fee Schedule

The following table identifies the fees payable monthly during the Term of the Contract:

	Item	2016	2017	2018	2019	2020
1	Servicing of recycling depot/bins (MMDD Sites)	\$500*	\$510*	\$520*	\$530*	\$540*
2	Transfer Station Operation	\$7,500 *	\$7,650*	\$7,800*	\$7,960*	\$8,120*
3	Utilities - Electricity	\$50	\$51	\$52	\$53	\$54
4	Administration Fee	10% of monthly invoice to a maximum of \$800 per month	10% of monthly invoice to a maximum of \$800 per month	10% of monthly invoice to a maximum of \$800 per month	10% of monthly invoice to a maximum of \$800 per month	10% of monthly invoice to a maximum of \$800 per month
5	Allowance for additional services - if service levels for #1 and #2 exceed the monthly allowances over the year	up to \$12,000 per calendar year **	up to \$12,000 per calendar year **	up to \$12,000 per calendar year **	up to \$12,000 per calendar year **	up to \$12,000 per calendar year **
6	Lease of the Site	\$2,500	\$2,550	\$2,600	\$2,650	\$2,700
	Maximum Annual Fee	\$148,200**	\$150,732**	\$153,264**	\$155,916**	\$158,568**

Fees will be reviewed annually during the financial planning period.

* Fee schedule for #1 and #2 are based on estimated level of service. Actual billing will be based on current services levels and invoices will reflect work completed during the monthly billing period.

** The allowance for additional services will only be used in the event that service levels for #1 and #2 exceed the monthly amounts, up to the maximum allowance for additional services in line 5.

Services levels are subject to change when agreed to by both parties in writing and an amendment agreement will form part of this overall Contract.

Appendix 'D' – MMBC Agreement

DRAFT

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

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between Comox Valley Regional District ("Contractor") and Multi-Material BC Society ("MMBC") made as of November 30, 2013 (the "Agreement"). The effective date of this Statement of Work (the "SOW Effective Date") is November 30, 2013.

SECTION 1. Interpretation

1.1 **Definitions.** In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

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

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

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

"**Customer**" means all British Columbia residential users of the SOW Services at a Depot listed in the Service Area.

"**Depot**" means a location operated by Contractor to which In-Scope PPP can be delivered by Customers, and includes all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

"**Designated Post-Collection Service Provider**" means the entity, designated by MMBC, responsible for removing the Contractor-collected In-Scope PPP from the Depot.

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

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a residential household, including: industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Non-PPP Items**" means any material that is not In-Scope PPP.

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

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

"Service Area" means the Depots at specific physical locations or the Depots that are mobile or transitory when at approved locations, in each case identified in Attachment 2.1.1

"Service Commencement Date" means May 19, 2014.

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

"SOW Services" has the meaning set out in Section 2.

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

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

SECTION 2. SERVICES

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

- 2.1 Depot Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from residential Customers at Depots located within the Service Area as further described in this Section 2.1 (the "Depot Collection") and in accordance with the terms of the Agreement and this SOW.

2.1.1 Service Area

- (a) Contractor will perform Depot Collection at the Depots listed in the Service Area.
- (b) Contractor will provide notice to MMBC, at least 60 days in advance, of any location at which a mobile or transitory Depot will be operating. Each mobile or transitory Depot must be associated with a primary fixed location Depot.
- (c) Contractor may request to add Depots to the Service Area. MMBC will consider the request and may add the Depots to the Service Area on a date to be agreed by MMBC and Contractor. When notified, Contractor will perform Depot Collection starting on the date provided by MMBC in such notice, and Fees will be adjusted in accordance with SECTION 5.
- (d) Contractor may request to remove Depots from the Service Area. MMBC will consider the request and may remove the Depots from the Service Area on a date to be agreed by MMBC and Contractor. Fees will be adjusted in accordance with SECTION 5.

2.1.2 PPP Materials

- (a) Contractor will collect all In-Scope PPP that Customers bring to a Depot.

- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. PPP picked-up by the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.
- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP delivered by Customers if the In-Scope PPP is from a household.
- (b) Where a Depot is at a specific physical location, the Depot must be staffed when open to Customers and securely fenced and locked when closed to Customers.
- (c) Where a Depot is mobile or transitory and available to Customers for a portion of a single day, the Depot must be staffed when open to Customers and all aspects of the Depot Collection service must be removed or rendered inaccessible to Customers and other members of the public when the Depot is closed to Customers or, at a minimum, at the end of the operating day.
- (d) Contractor will monitor the quality of In-Scope PPP received from Customers. Customers delivering Non-PPP Items are to be instructed to remove these items from future deliveries of In-Scope PPP. The Contractor may refuse to accept Non-PPP Items from Customers.
- (e) Unless otherwise agreed with the Designated Post-Collection Service Provider, if Contractor is:
 - (i) Baling printed paper, paper packaging and/or OCC, the minimum bale density must be 450 kg per cubic meter;
 - (ii) Baling polyethylene film packaging, the minimum bale density must be 350 kg per cubic meter;
 - (iii) Baling polystyrene foam packaging, the minimum bale density must be 75 kg per cubic meter; or
 - (iv) Densifying polystyrene foam packaging, the minimum biscuit density must be 275 kg per cubic meter.

2.1.4 Containers

- (a) Containers to be removed from the Depot for transport of In-Scope PPP by the Designated Post-Collection Service Provider will be provided by the Designated Post-Collection Service Provider.
- (b) Upon termination or expiration of this SOW or the Agreement, Containers provided by the Designated Post-Collection Service Provider and used by the Contractor to provide Depot Collection will revert to the Post-Collection Service Provider.
- (c) The provision of any Containers intended to remain at the Depot such that the Container is not removed by the Designated Post-Collection Service Provider will

be provided by Contractor. Upon termination or expiration of this SOW or the Agreement, Containers provided by Contractor to provide the Depot Collection service will remain the property of Contractor.

- (d) If Contractor does not allow In-Scope PPP to be in single-use plastic bags when put in Containers, Contractor will not start allowing In-Scope PPP in single-use plastic bags in Containers without MMBC's prior written approval

2.1.5 Designated Post-Collection Service Provider.

- (a) The Designated Post-Collection Service Provider will pick-up the collected In-Scope PPP from each fixed location Depot. Contractor is responsible for transporting In-Scope PPP collected at a mobile or transitory Depot to the applicable fixed location Depot.
- (b) Contractor will maintain all collected In-Scope PPP for pick-up by the Designated Post-Collection Service Provider in a manner that is segregated, at a minimum, as set out in Attachment 2.1.2, and which is baled (or not baled) in accordance with the selections in the table(s) in Section 1(a) of Attachment 5.
- (c) Contractor will ensure all collected In-Scope PPP is issued to a Designated Post-Collection Service Provider and Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (d) Contractor will store In-Scope PPP in a manner acceptable to the Designated Post-Collection Service Provider.
- (e) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice.
- (f) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.1.6 PPP from Industrial, Commercial and Institutional Sources

- (a) Contractor will separate residential In-Scope PPP from ICI In-Scope PPP where practical and feasible to accommodate separate weighing of residential In-Scope PPP.
- (b) Where it is not practical and feasible to segregate ICI In-Scope PPP from residential In-Scope PPP, 25% (the "ICI Deduction Percentage") of collected PPP will be deducted from the weight of the In-Scope PPP to reflect ICI In-Scope PPP. MMBC will monitor the quantity of In-Scope PPP collected at Depots and, should the quantity collected at a specific Depot or group of Depots be higher than the typical capture rate of residential In-Scope PPP available for collection (consistent with other Depots), MMBC will increase the ICI Deduction Percentage

so that the quantity of residential In-Scope PPP collected at these Depots is within the typical range of residential In-Scope PPP collected at similar Depots.

(c) Contractor may request an adjustment to the ICI Deduction Percentage. To support a request to reduce the ICI Deduction Percentage, Contractor must either:

1. Accept only residential In-Scope PPP and support this policy by
 - Communicating to the community being served by the Depot that only In-Scope PPP from households is accepted at the Depot and that ICI In-Scope PPP is not accepted by making this statement prominently on the Depot's website, in all Depot communications materials and on signs at the Depot; and
 - Documenting how the residential-only policy is implemented and enforced by Depot staff.

or

2. Provide records to confirm that the ICI In-Scope PPP received at the Depot represents less than 25% of the In-Scope PPP received at the Depot. Records would be comprised of:
 - The number of vehicles from a residential address that did not contain ICI In-Scope PPP and the number of vehicles containing ICI In-Scope PPP over a period that represents at least 20% of the annual tonnage collected by the Depot; and
 - The weight of residential In-Scope PPP and the weight of ICI In-Scope PPP received over a period that represents at least 20% of the annual tonnage collected by the Depot.

Applications received will be reviewed by MMBC. A decision to reduce the factor is solely at MMBC's discretion but will not be unreasonably withheld if the information provided in the application is complete, considered to be accurate and reliable and supports a lower factor.

2.1.7 Spillage.

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

2.1.8 Schedule.

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

2.1.9 Pilot Programs.

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

2.2 Customer Service.

2.2.1 Customer Service Requirements

- (a) Contractor will staff Depot with sufficient staff to provide personal Customer service, educate Customers regarding In-Scope PPP accepted and avoid Customer delay.
- (b) Contractor will place signage at the Depot to assist Customers in delivering In-Scope PPP to the appropriate areas of the Depot. Signage is to incorporate images and graphics available from MMBC, should clearly state the Depot's hours of operation and is subject to approval by MMBC.
- (c) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message

an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

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

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by MMBC to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.
- (b) Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience and Customers are engaged in how to use the Depot Collection service for the In-Scope PPP. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

2.2.3 Customer Complaints and Requests

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

2.3 Promotion and Education.

- 2.3.1 Where the Contractor is not a local government, MMBC will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. The Contractor will provide MMBC with assistance and

cooperation, including distributing MMBC-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of MMBC. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs, incorporating MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs

- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as hours of operation of the Depot.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct.

- 3.1.1 Contractor personnel performing Depot Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

3.2 Facility Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of Depot Collection.

- 3.2.1 Facilities used to perform Depot Collection will be of sufficient size and dimension to provide Depot Collection to Customers and access for Post-Collection Service Providers.
- 3.2.2 All Depot facilities will be maintained in a clean and sanitary manner. All collection areas will have appropriate safety markings, all in accordance with applicable law. Equipment will be maintained in good condition at all times. All facilities and the equipment to manage the In-Scope PPP will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. All vehicles used by the facility for the management of In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.3 Contractor will receive prior written approval from MMBC for all Depot signage, including Contractor labeling and program information. Contractor will place MMBC-provided logos on Depot as directed at no additional cost to MMBC.

3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

3.3.1 Service Delivery Reporting

- (a) provide to MMBC, on the Service Commencement Date, a complete initial inventory of the equipment to be used to perform Depot Collection. Contractor will revise the inventory to reflect any changes.
- (b) maintain an electronic record of all Customer requests and complaints including: Customer name, mailing address, contact information (both telephone number and e-mail, if available) and mailing address; date of contact; results of Customer request, complaint, additional follow-up needed, follow-up conducted, results of follow-up, and educational or outreach materials provided.

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

3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2, by baled versus loose, and for Category 5 PPP, by white versus coloured; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "Claim Information"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its

invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

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

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until the expiry of a five (5) year period following the SOW Effective Date. MMBC may extend this Statement of Work for up to two (2) further periods of one (1) year each, by giving Contractor notice in writing not less than 30 days' before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

SECTION 5. Fees

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

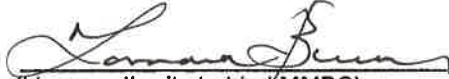
SECTION 6. Additional Terms

- 6.1 **No Double Charge.** Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.
- 6.2 **Scavenging Forbidden.** Contractor will not Scavenge, or permit any person (including its employees) to Scavenge, any materials from In-Scope PPP that have been delivered by Customers to the Depot) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 **Risk.** Contractor will bear all costs of receipt and storage of the In-Scope PPP. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is received by Contractor until pick up by the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered to the Designated Post-Collection Service Provider when picked up from Contractor's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.
- 6.4 **Shared Services.** Contractor may collect material other than In-Scope PPP at the Depot if the activities do not interfere with Depot Collection of In-Scope PPP from Customers.
- 6.5 **No Exclusivity.** Execution of this SOW does not confer to Contractor exclusive access to Customers in the Service Area for the provision of Depot Collection.


(Signature page follows.)

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

MULTI-MATERIAL BC SOCIETY

Per: 
(I have authority to bind MMBC)
Name: TAMARA BURNS
(Please Print)
Title: VP National Supply Chain

COMOX VALLEY REGIONAL DISTRICT

Per: 
(I have authority to bind Contractor)
Name: Edwin Grieve
(Please Print)
Title: chair

Per: 
(I have authority to bind Contractor)
Name: Debra Oakman
(Please Print)
Title: Delegative Officer

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

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(c)
SERVICE AREA**

Depot Name	Street Number	Street Address	Location	Postal Code
Campbell River waste management centre	6200	Argonaut Road	Campbell River	
Hornby Island	3600	Central Road	Comox Valley A	V0R 1Z0
Denman Island	5901	Denman Road	Comox Valley A	
Oyster River	2185	Regent Road	Comox Valley C (Puntledge - Black Creek)	
Comox Valley waste management centre	2400	Pidgeon Lake Road	Cumberland	
Gold River	100	Hilke Road	Gold River	
Sayward	652	H'Kusam Way	Sayward	
Cortes Island	1300	Squirrel Cove Road	Strathcona B	
Quadra Island	658	Harper Road	Strathcona C	
Tahsis	1015	North Maquinna Drive	Tahsis	
Zeballos	752	Nootka Place	Zeballos	

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

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

- PPP in Category 1 segregated from all other PPP.
- PPP in Category 2 segregated from all other PPP.
- PPP in Category 3(a) segregated from all other PPP.
- PPP in Category 3(b) segregated from all other PPP.
- PPP in Category 4 segregated from all other PPP.
- PPP in Category 5 (white) segregated from all other PPP.
- PPP in Category 5 (coloured) segregated from all other PPP.
- PPP in Category 6 segregated from all other PPP.
- PPP in Category 7 segregated from all other PPP.
- PPP in Category 8 segregated from all other PPP.
- PPP in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- PPP in Category 3(a), Category 6, and Category 7 which may be comingled together, but must be segregated from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP that Customers drop off at the Depot, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

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

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	Service Level Failure	Service Level Credit
1	Failure to clean-up or collect materials that have spilled outside the Depot boundary within 2 hours.	Twice the cost of cleanup incurred by MMBC (if MMBC performs the cleanup) and \$500 per incident (regardless of who performs the cleanup).
2	Pick up of In-Scope PPP by Designated Post-Collection Service Provider that contains more than 3% by weight of Non-PPP Items.	\$5,000 per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower.
3	Contractor releases In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.

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

1. In consideration for Contractor's performance of the SOW Services MMBC will pay Contractor:
- (a) The selected (as indicated by an x in the associated check box) per tonne amounts (including, if selected, the additional baled amount), to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement.

For the following Depots:

Campbell River Waste Management Centre
Comox Valley Waste Management Centre
Gold River
Sayward
Tahsis

PPP Description Categories	Materials	Depot Collection Financial Incentive		
		Depot In Municipality Without PPP Curbside Collection	Depot in Municipality with PPP Curbside Collection	Additional Incentive If Baled ¹
		(\$/tonne)	(\$/tonne)	(\$/tonne)
Category 1	Printed papers	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 2	Old corrugated cardboard	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 3 (a)	Other paper packaging (containing liquids when sold)	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 3 (b)	Other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 4	Polyethylene film packaging	<input type="checkbox"/> \$175	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – white	<input type="checkbox"/> \$175	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – coloured	<input type="checkbox"/> \$175	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 6	Other plastic packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 7	Metal packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 8	Glass packaging	<input type="checkbox"/> \$80	<input checked="" type="checkbox"/> \$80	
Categories 1, 2 & 3(b)	Printed papers, old corrugated cardboard, and other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input checked="" type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Categories 3 (a), 6 & 7	Other paper packaging (containing liquids when sold), other plastic packaging and metal packaging	<input type="checkbox"/> \$120	<input checked="" type="checkbox"/> \$90	

¹ In the case of polystyrene foam, baling includes densification.

For the following Depots:

Cortes Island

PPP Description Categories	Materials	Depot Collection Financial Incentive			
		Depot In Municipality Without PPP Curbside Collection	Depot in Municipality with PPP Curbside Collection	Additional Incentive If Baled ²	
		(\$/tonne)	(\$/tonne)	(\$/tonne)	
Category 1	Printed papers	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100	
Category 2	Old corrugated cardboard	<input type="checkbox"/> \$80	<input checked="" type="checkbox"/> \$60	<input checked="" type="checkbox"/> + \$100	
Category 3 (a)	Other paper packaging (containing liquids when sold)	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90		
Category 3 (b)	Other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100	
Category 4	Polyethylene film packaging	<input type="checkbox"/> \$175	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> + \$330	
Category 5	Polystyrene foam packaging – white	<input type="checkbox"/> \$175	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> + \$330	
Category 5	Polystyrene foam packaging – coloured	<input type="checkbox"/> \$175	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> + \$330	
Category 6	Other plastic packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90		
Category 7	Metal packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90		
Category 8	Glass packaging	<input type="checkbox"/> \$80	<input checked="" type="checkbox"/> \$80		
Categories 1, 2 & 3(b)	Printed papers, old corrugated cardboard, and other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input checked="" type="checkbox"/> \$60	<input type="checkbox"/> + \$100	
Categories 3 (a), 6 & 7	Other paper packaging (containing liquids when sold), other plastic packaging and metal packaging	<input type="checkbox"/> \$120	<input checked="" type="checkbox"/> \$90		

² In the case of polystyrene foam, baling includes densification.

For the following Depots:

Denman Island

PPP Description Categories	Materials	Depot Collection Financial Incentive		
		Depot In Municipality Without PPP Curbside Collection	Depot In Municipality with PPP Curbside Collection	Additional Incentive If Baled ³
		(\$/tonne)	(\$/tonne)	(\$/tonne)
Category 1	Printed papers	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input checked="" type="checkbox"/> + \$100
Category 2	Old corrugated cardboard	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input checked="" type="checkbox"/> + \$100
Category 3 (a)	Other paper packaging (containing liquids when sold)	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 3 (b)	Other paper packaging (not containing liquids when sold)	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 4	Polyethylene film packaging	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – white	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – coloured	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 6	Other plastic packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 7	Metal packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 8	Glass packaging	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$80	
Categories 1, 2 & 3(b)	Printed papers, old corrugated cardboard, and other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Categories 3 (a), 6 & 7	Other paper packaging (containing liquids when sold), other plastic packaging and metal packaging	<input checked="" type="checkbox"/> \$120	<input type="checkbox"/> \$90	

³ In the case of polystyrene foam, baling includes densification.

For the following Depots:

Hornby Island

PPP Description Categories	Materials	Depot Collection Financial Incentive		
		Depot In Municipality Without PPP Curbside Collection	Depot in Municipality with PPP Curbside Collection	Additional Incentive If Baled ⁴
		(\$/tonne)	(\$/tonne)	(\$/tonne)
Category 1	Printed papers	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 2	Old corrugated cardboard	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input checked="" type="checkbox"/> + \$100
Category 3 (a)	Other paper packaging (containing liquids when sold)	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 3 (b)	Other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 4	Polyethylene film packaging	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – white	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – coloured	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 6	Other plastic packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 7	Metal packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 8	Glass packaging	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$80	
Categories 1, 2 & 3(b)	Printed papers, old corrugated cardboard, and other paper packaging (not containing liquids when sold)	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Categories 3 (a), 6 & 7	Other paper packaging (containing liquids when sold), other plastic packaging and metal packaging	<input checked="" type="checkbox"/> \$120	<input type="checkbox"/> \$90	

⁴ In the case of polystyrene foam, baling includes densification.

For the following Depots:

Quadra Island
Zeballos
Oyster River

PPP Description Categories	Materials	Depot Collection Financial Incentive		
		Depot In Municipality Without PPP Curbside Collection	Depot in Municipality with PPP Curbside Collection	Additional Incentive If Baled ⁵
		(\$/tonne)	(\$/tonne)	(\$/tonne)
Category 1	Printed papers	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 2	Old corrugated cardboard	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 3 (a)	Other paper packaging (containing liquids when sold)	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 3 (b)	Other paper packaging (not containing liquids when sold)	<input type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Category 4	Polyethylene film packaging	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – white	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 5	Polystyrene foam packaging – coloured	<input checked="" type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> + \$330
Category 6	Other plastic packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 7	Metal packaging	<input type="checkbox"/> \$120	<input type="checkbox"/> \$90	
Category 8	Glass packaging	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$80	
Categories 1, 2 & 3(b)	Printed papers, old corrugated cardboard, and other paper packaging (not containing liquids when sold)	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$60	<input type="checkbox"/> + \$100
Categories 3 (a), 6 & 7	Other paper packaging (containing liquids when sold), other plastic packaging and metal packaging	<input checked="" type="checkbox"/> \$120	<input type="checkbox"/> \$90	

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

⁵ In the case of polystyrene foam, baling includes densification.

- (b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; and (ii) the Service Administration Top Up amount, in each case as set out in the table below, times the number of Depot Only Households (to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims), where the number of Depot Only Households equals 7,074:

	Top Up available to local governments accepting Depot Collection Incentive	\$ per Depot Only Household per Year
<input checked="" type="checkbox"/>	Resident Education Top Up	\$0.75
<input checked="" type="checkbox"/>	Service Administration Top Up	\$2.50

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