



Agenda

Regular Meeting of Council

2024.11.26

Council Chambers - City Hall
413 Fourth Street, Kaslo

Page

1. CALL TO ORDER

We respect and recognize the First Nations within whose unceded lands the Village of Kaslo is situated, including the Ktunaxa, Sinixt, and Sylix People, and the Indigenous and Metis Residents of our community.

The meeting is called to order at _____ p.m.

2. ADOPTION OF THE AGENDA

2.1 Addition of late items

2.2 Adoption of the agenda

Recommendation:

THAT the agenda for the 2024.11.26 Council Meeting be adopted as presented.

3. ADOPTION OF THE MINUTES

7 - 11

[Council Meeting - Nov 12 2024 - Minutes - Html](#) 

Recommendation:

THAT the minutes of the 2024.11.12 Council Meeting be adopted as presented.

4. DELEGATIONS

5. INFORMATION ITEMS

5.1 Council Reports

12 - 14

[Mayor's Report](#) 

Councillor Reports

5.2 Committee Meetings

15 - 16

- 5.3 Staff Reports
CAO Report

- 5.4 Correspondence 17 - 25
 - [2024.11.07 Bath re South Beach](#) 
 - [2024.11.12 Baer re Pickleball](#) 
 - [2024.11.18 Baer re Pickleball](#) 
 - [2024.11.20 Woodhurst re South Beach](#) 
 - [Kaslo & Area Senior Citizens Society - December 2024 Newsletter](#) 

6. QUESTION PERIOD

An opportunity for members of the public to ask questions or make comments regarding items on the agenda.

7. BUSINESS

- 7.1 Business Licence Amendment Bylaw No. 1307, 2024 26 - 41

To consider making amendments to Business Licence bylaw.

 - [Staff Report - Business Licence Amendment Bylaw No. 1307, 2024](#) 
 - [Business Bylaw 1260, 2021](#) 
 - [Business Licence Amendment Bylaw No. 1307, 2024 DRAFT](#) 
 - [Notice - Business Licence Bylaw Amendment](#) 






Recommendation:
THAT Business Licence Amendment Bylaw No. 1307, 2024 be given second and third reading as presented.
- 7.2 Fees & Charges Amendment Bylaw No. 1308, 2024 42 - 69

To update water, sewer, and other fees listed in the Village's Fees & Charges Bylaw No. 1300.

 - [Staff Report - Fees & Charges Amendment Bylaw No. 1308, 2024](#) 
 - [1308 Amendment to 1300 Fees and Charges DRAFT](#) 
 - [1300 Fees and Charges CONSOLIDATED 2024.03.15.pdf](#) 

Recommendation:

THAT Fees & Charges Amendment Bylaw No. 1308, 2024 be given first, second and third reading.

- 7.3 Temporary Licences of Occupation - Aerodrome 70 - 84
To seek Council authorization for Temporary Licenses of Occupation at the Kaslo Aerodrome for Tamarack Alpine Adventures (Powder Creek Lodge) and Kootenay Mountain Holidays (Mt. Carlyle Lodge).
- [Staff Report - Temporary Licences of Occupation - Aerodrome](#) 
- [2024 TLO Kootenay Mountain Holidays DRAFT](#) 
- [2024 TLO Powder Creek DRAFT](#) 
- Recommendation:**
- THAT a Temporary License of Occupation be issued to Tamarack Alpine Adventures from December 1, 2024 to November 30, 2025 with fees in accordance with the Village’s Fees & Charges bylaw; AND**
- THAT staff seek an agreement with Tamarack Alpine Adventures to fund and construct groundside parking at the Kaslo Aerodrome for the 2025/26 winter season.**
- Recommendation:**
- THAT a Temporary License of Occupation be issued to Kootenay Mountain Holidays from November 28, 2024 to November 27, 2025, at a cost of \$575.**
- 7.4 Racquet Club Lease 85 - 100
To consider renewing the Kaslo Racquet Club’s lease of municipal lands on Arena Ave.
- [Staff Report - Racquet Club Lease](#) 
- [DRAFT Kaslo Racquet Club Lease 2025-2029](#) 
- Recommendation:**
- THAT public notice be given of the Village’s intent to lease of a portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District, to the Kaslo Racquet Club for a five (5) year term from January 1, 2025 to December 31, 2029 for \$400 in the first year with 3% increases in each subsequent year.**
- 7.5 Recycle BC Contract Renewal 101 - 211
To seek Council’s authorization to renew the contract between the

Village and Recycle BC.

[Staff Report - Recycle BC Contract Renewal](#) 

[Recycle BC Updated MSA – Kaslo](#) 

[Recycle BC Updated SOW \(Curbside\) – Kaslo](#) 

[Recycle BC SOW and MSA Significant Changes](#) 

[Renewing Collector Agreements presentation September 2024](#) 

Recommendation:

THAT the Corporate Officer be authorized to sign the updated Master Services Agreement between the Village of Kaslo and Recycle BC and the Statement of Work for Curbside Collection that will take effect January 1, 2025.

7.6 2025 Council Meeting Schedule 212 - 215
To confirm the schedule for 2025 Council meetings and a public Open House event.

[Staff Report - 2025 Council Meeting Schedule](#) 

[2025 Council Schedule DRAFT](#) 

Recommendation:

THAT the 2025 regular Council meeting schedule be established as follows:

- **January 14th and 28th**
- **February 11th and 25th**
- **March 11th and 25th**
- **April 8th and 22nd**
- **May 13th and 27th**
- **June 10th and 24th**
- **July 8th and 22nd**
- **August 12th and 26th**
- **September 9th**
- **October 14th and 28th**
- **November 11th and 25th**
- **December 9th**

Recommendation:

THAT an Open House be held at 6:00 p.m. on Tuesday, February 4, 2025.

7.7 Recreation Grants 216 - 225

To consider issuing additional Fall Recreation Grant funds.

[Staff Report - Recreation Grants](#) 

[Revised 2024 Fall Recreation Grant Application – JB Fletcher Restoration Society](#) 

[Revised 2024 Fall Recreation Grant Application – Kaslo Cougars](#) 

[Recreation Grant Policy \(2018\)](#) 

Recommendation:

THAT a 2024 Fall Recreation Grant of \$500 be issued to the J.B. Fletcher Restoration Society.

Recommendation:

THAT a 2024 Fall Recreation Grant of \$500 be issued to the Kaslo Cougars.

8. LATE ITEMS

9. IN CAMERA NOTICE

Recommendation:

THAT in accordance with Section 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;

(f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

THAT persons other than Council members and municipal officers be excluded from the meeting.

The open meeting recessed at _____ p.m.

10. RAISED FROM IN CAMERA MEETING

The open meeting reconvened at _____ p.m.

11. ADJOURNMENT

Recommendation:

THAT the meeting be adjourned at _____ p.m.



Council Meeting - Minutes

Tuesday, November 12, 2024 at 6:00 PM
Council Chambers - City Hall 413 Fourth Street,
Kaslo

PRESENT: Chair: Mayor Hewat
Councillors: Bird, Brown, Lang,
Regrets: Leathwood
Staff: CAO Baker, CO Allaway, Jessie Lay
Public: 18

1. CALL TO ORDER

The meeting is called to order at 6:01 p.m.

2. ADOPTION OF THE AGENDA

2.1 Addition of late items

2.2 Adoption of the agenda

220/24

THAT the agenda for the 2024.11.12, Council Meeting be adopted as amended to include an In Camera meeting.

Carried

3. ADOPTION OF THE MINUTES

221/24

THAT the minutes of the 2024.10.22, Council Meeting be adopted as presented.

Carried

4. DELEGATIONS

4.1 Fire Chief Eric Graham

Fire Chief Graham provided an update about Kaslo & Area Volunteer Fire Department activities.

5. INFORMATION ITEMS

5.1 Council Reports

Mayor's Report

- Mayor Hewat answered questions from Council regarding her written report.

Councillor Reports

- Councillor Bird provided an update on the FireSmart Neighbourhood Recognition for Downtown 1, advised that the Kaslo Housing Society's AGM will be next week and indicated that she is gathering information about possible changes to the MRDT.

5.2 Committee Meetings

- 2024.10.21 Liquid Waste Monitoring Committee Meeting Minutes DRAFT
- 2024.11.04 Accessibility Committee Meeting Minutes DRAFT
- 2024.11.05 Recreation Grants Committee Meeting Minutes DRAFT

5.3 Staff Reports

CAO Report

FireSmart Reports

- Trivia Night
- Outdoor Class Event
- FireSmart Rebates 2024

5.4 Correspondence

- RDCK Tipping Fee Increase
- Malik re South Beach
- Van Koughnett re South Beach
- Wells-Thomson re South Beach
- South Beach Working Group re South Beach
- H Baer re Pickleball

6. QUESTION PERIOD

A member of the public asked questions about the proposed development of South Beach.

7. BUSINESS

7.1 Council's Strategic Priorities

- 222/24 ***THAT Council's Strategic Priorities through 2025 be adopted as presented in the Staff Report titled Council's Strategic Priorities through 2025 dated November 5, 2024.***
Carried
- 223/24 ***THAT the CAO ensures staff work plans align with Council's Strategic Priorities through 2025.***
Carried
- 224/24 ***THAT the CAO provides Council with quarterly updates on Council's Strategic Priorities through 2025.***
Carried
- 225/24 ***THAT the CAO schedules an annual review of Council's Strategic Priorities for the fall of 2025.***
Carried
- 7.2 Council Code of Conduct
- 226/24 ***THAT the Council Code of Conduct policy be adopted as presented within a Staff Report dated November 4, 2024.***
Carried
- 7.3 Disposition of Municipal Lands (515 Sixth Street)
- 227/24 ***THAT the Village dispose of PID 032-057-130 to Margaret Edwards in the amount of \$718, AND***
THAT the Corporate Officer fully executes the purchase & sale agreement, and land transfer as described in the Staff Report titled Disposition of Lot 60, 515 Sixth Street dated November 5, 2024.
Carried
- 7.4 Service BC Lease
- 228/24 ***THAT the Corporate Officer sign the lease agreement with the Province of BC for their use of space at City Hall through August 31st, 2028.***
Carried
- 7.5 RDCK Municipal Services Agreement - FireSmart

229/24 **THAT the Corporate Officer sign the amendment to the Municipal Services Agreement between the Village of Kaslo and the Regional District of Central Kootenay regarding the FireSmart program.**

Carried

230/24 7.6 Imperial Oil License Renewal
THAT the Village of Kaslo advise Imperial Oil that it wishes to extend the License Agreement for 307 Fifth Street (Lot 1 Plan NEP11799 District Lot 208 Kootenay Land District) for a five-year term through October 2030.

Carried

231/24 7.7 Award of Fall Recreation Grant Funds
THAT 2024 Fall Recreation Grants be awarded as follows:

- **Kaslo & Area Senior Citizens' Association - \$500**
- **Kaslo & Area Youth Council - \$300**
- **Kaslo & District Minor Hockey - \$500**
- **Kaslo Racquet Club - \$500**
- **Kaslo Baseball & Softball Association - \$500**
- **Kootenay Lake Historical Society - \$400**
- **KLISS/Periwinkle - \$500**
- **Kaslo Outdoor Recreation & Trails Society - \$500**
- **Kaslo & District Public Library Association - \$500**

Carried

232/24 7.8 Grant Application - Lake Water Quality Monitoring
THAT the Village applies to the Province of BC's Infrastructure Planning Grant Program for funding to conduct lake water quality monitoring as described in the Staff Report titled Grant Application - Lake Water Quality Monitoring dated November 6, 2024; AND if successful with its grant application,

THAT the Village conduct lake water quality monitoring in accordance with its Liquid Waste Monitoring Plan.

Carried

233/24 7.9 Business Licence Amendment Bylaw No. 1307, 2024
THAT Business Licence Amendment Bylaw No. 1307, 2024 be given first reading.
Carried

8. LATE ITEMS

9. IN CAMERA NOTICE

234/24 ***THAT Council now recess and reconvene in camera with the public excluded under section 90(1)(c) of the Community Charter to consider matters relating to personnel.***
Carried
Council recessed at 7:47 p.m.
Council reconvened in open meeting at 8:26 p.m.

10. ADJOURNMENT

235/24 ***THAT the meeting was adjourned at 8:26 p.m.***
Carried

Mayor

Corporate Officer



Mayors Report

Regular Council Meeting

Tuesday, November 26, 2024

The following is a summary of the meetings and events that I have participated in since my last written report as well as a list of upcoming meetings and events.

November 11 Remembrance Day

I had the opportunity to participate in the parade and laying the wreath on behalf of the Village of Kaslo. I also attended the formal ceremonies afterward at the Legion Hall.

November 12 Regular Meeting of Council

November 13 RDCK Joint Resource Recovery

The resolutions passed at this meeting will be reported on as part of the Board meeting.

November 14 RDCK Board Meeting

The meeting started with the Chair and Vice Chair elections. Director Aimee Watson was acclaimed as Chair and Director Aidan McLaren-Caux was elected as Vice Chair.

There were 2 delegations at the meeting.

- Kootenay Basin Farm Advisors – we were provided with a program overview, an update on 2024 Activities and a preview of the 2025 plans.
- Kootenay Employment Services – The presentation was on their Childcare in the Kootenays Research Study. They are seeking RDCK funding to support their REDIP grant application. The project is to strengthen the childcare sector through recruitment of childcare workers and to support childcare centers.

North Kootenay Lake Services Committee: minutes October 21, 2024

- That the Board direct staff to prepare repeal bylaws for the Kaslo and Area Regional Facilities, Recreation, and Parks Service Commission Bylaw 2023, 2009 and the Glacier Creek Regional Park Commission Bylaw No. 1306, 1998; AND FURTHER, that going forward the governance matters for parks and recreation services in Kaslo and Area D be considered by the North Kootenay Lake Regional Services Committee.

Joint Resource Recovery Committee: minutes November 13, 2024

- That the Board approve the RDCK enter into a new Master Service Agreement and Scope of Work with MMBC Recycling Inc. for the period January 1, 2025, to December 31, 2029, for hosting and operating residential recycling depots, and that the Chair and Corporate Officer be authorized to sign the necessary documents.
- That the Board of the Regional District of Central Kootenay authorizes up to \$449,827 be borrowed, under Section 403 of the Local Government Act, from the Municipal Finance Authority, for the purpose of HB Remediation and Closure Project post-closure monitoring and assessment costs; and that the loan be repaid within 5 years, with no rights of renewal.





Mayors Report

Emergency and Disaster Management Act: Indigenous Engagement Requirements

- That the RDCK Board partner with those member municipalities who agree to do so in completing the Indigenous Engagement Requirements under the Emergency Disaster Management Act; AND FURTHER that the Board direct staff to write and issue an RFP requesting proposals from interested consulting firms based on the phased approach outlined in the staff report presented at the November 14, 2024 Open Regular Board Meeting; AND FURTHER, that the Board approve an amendment to the 2024 Financial Plan for Service A101 Emergency Consolidated Services to increase External Contributions Revenue by up to \$360,000 and increase project expenses, both internal and external, by up to \$360,000.

November 15 Cultural Sensitivity and Humility Training with presenter Jared Basil from the Ktunaxa Nation.

Description: Understanding cultural safety and humility and how to incorporate it into modern day governance, practices, systems, and services.

November 18 FCM BC Caucus

At the request of a couple of RDCK directors, I raised issues at this meeting regarding communications challenges during power outages and with invasive species on farmland.

WKBRHD - IHA meeting to review potential capital requests to the for next year.

Health Advisory Committee

November 19 FCM Municipal Finance, Infrastructure and Transportation Standing Committee

FCM Social Economic Development Standing Committee

Kaslo and Area Chamber of Commerce meeting

- I attended the meeting briefly to provide a report. The Business Licence Bylaw was discussed. CAO Baker was in attendance and was able to provide additional information.

Kaslo Housing Society AGM

Upcoming Meetings/Events

November 21 Travel to Creston for Columbia Basin Trust Board meetings

November 22 Tour of the Creston Grain Elevators

Columbia Basin Trust Board meeting followed by the Public Session

November 23 Columbia Basin Trust Board meeting

I wanted to share that contrary to what I believed, the minutes of the Columbia Basin Trust Board meetings are available for the public to view. The minutes are available to the public after the minutes have been adopted at a subsequent meeting.

Copies of board highlights and minutes can be found using the following link.

<https://ourtrust.org/newsroom/publications/>





Mayors Report

- November 26* Imagine Kootenay Steering Committee
Regular Meeting of Council
- November 28* Emergency Program Executive Committee (EPEC) Meeting
- December 1* Depart for Ottawa
- December 2* North Kootenay Lake Services Committee – I will be participating virtually
- December 3* FCM Advocacy Days and Committee of the Whole
- December 4* FCM Advocacy Days and Committee of the Whole
- December 5* FCM Advocacy Days and Board Meeting
- December 6/7* Return from Ottawa
- December 9* Kaslo & Area D Economic Development Commission
- December 10* RDCK Community Sustainable Living Advisory Committee
- December 11* RDCK Joint Resource Recovery
- December 12* RDCK Board Meeting

Respectfully submitted,
Mayor Suzan Hewat



DATE: 2024.11.18

LOCATION:

Council Chambers – City Hall

TIME: 6:00 p.m.

413 Fourth Street, Kaslo

PRESENT: Chair: Mayor Hewat
Members: Councillor Bird, Jana Gmur, Liz Ross
Regrets: Elizabeth Brandrick, Victoria McAllister, Leni Neumeier, Patrick Steiner
Staff: CO Allaway
Public: 0

1. Call to Order

The meeting is called to order at 6:16 p.m.

2. Adoption of the Agenda

2.1 Adoption of the Agenda for the 2024.11.18 Health Advisory Committee Meeting.
Moved, seconded and CARRIED

THAT the Agenda for the 2024.11.18 Health Advisory Committee Meeting be adopted as presented.

3. Adoption of the Minutes – Nil

4. Delegations

4.1 Audrey Calvo – North Kootenay Lake Nav-CARE Coordinator
Ms. Calvo presented information about the Nav-CARE program locally including the referral process, the services provided to eligible residents in need and the training provided to volunteers.

5. Information Items

5.1 Member Reports

5.1.1 2024.11.18 KCS Seniors Coordinator Report – E Brandrick

5.1.2 Mayor Hewat provided a verbal report about understanding the process for determining future capital projects in the region.

5.1.3 Councillor Bird advised that there is a new doctor in the community who might be interested in local work.

5.2 Correspondence

5.2.1 2024.09.24 T. Dobie re Nelson Dialysis

5.2.2 2024.09.13 BCRHN Mid-Month Update

5.2.3 2024.11.01 BCRHN Rural Health Matters

6. Question Period – Nil

7. Business

7.1 Dialysis Service in Nelson – Request for update

Moved, seconded and CARRIED

THAT the committee recommend to Council that staff contact IHA to request an update on the availability of dialysis services in Nelson.

7.2 Kaslo Victorian Community Health Centre – Hours of operation

Moved, seconded and CARRIED

THAT the committee recommend to Council that staff contact IHA to inquire about resuming Saturday service at the Kaslo Victorian Community Health Centre now that the full complement of physicians (2.5 FTE) has been achieved.

7.3 Long Term Care Expansion – Request for update

Moved, seconded and CARRIED

THAT the committee recommend to Council that staff contact IHA to request an update on the Village's inquiry regarding additional long-term care beds for Kaslo.

7.4 Request for Committee Liaison from IHA

Moved, seconded and CARRIED

THAT the committee recommend to Council that IHA be asked to designate a liaison to attend meetings of the Health Advisory Committee and provide updates to the committee.

8. Late Items – Nil

9. Next Meeting

The next meeting will be held at the call of the Chair.

10. Adjournment

The meeting was adjourned at 7:04 p.m.

CERTIFIED CORRECT:

Corporate Officer

Mayor Hewat



Andrea Reimer

From: Mandy Bath [REDACTED]
Sent: November 7, 2024 1:32 PM
To: Village of Kaslo
Subject: South Beach Development proposal

Dear Mayor and Council of the Village of Kaslo,

I am one of a growing number of residents who are deeply concerned at the initiative by QP Developments to create an 80-unit RV campground on the South Beach site. We believe this land would be much better served by preserving it in perpetuity as a park or nature reserve. It is a peaceful quiet spot, removed from downtown village activity yet easily accessed on foot. It is a jewel, with potential to become an arboretum, via the planting of interesting trees, native grasses and shrubs which would in time create a rich wildlife habitat, contiguous with the lakeshore and river bank.

I see this as a legacy issue. Cities and towns around the world deliberately set aside 'prime' locations as parks and wild areas where residents and visitors can walk, roam, meditate and recreate. The Kohan Reflection Garden in New Denver is a local example of this, where lakefront acreage was set aside as a garden to be enjoyed by everyone forever.

The RV Campground proposal carries many disadvantages. It risks "overtouristing" Kaslo by accommodating more visitors than the village can easily cope with; the water demands of such a site exacerbate a problem we already have with water restrictions in summer; an RV site would not benefit existing residents of Kaslo and puts at risk the lakeshore and riverside riparian habitat for wildlife.

A nature park, on the other hand, is an enduring asset and gift to our children and grandchildren. It enriches and beautifies Kaslo. Any future housing built on the bench above South Beach would have a magnificent unencumbered foreground view of trees and wildness rather than the unsightly sterility and noise of an RV campground.

I would also like to note that Kaslo residents are willing to put forward the money to buy the land from the present owner in order to realise this gift to future generations.

I urge you to seek out the views of Kaslo's residents and, if you are satisfied that a majority do want to create a park, to represent our wishes by voting against the RV campground proposal. I would be grateful to know your thoughts on this subject.

Sincerely,
Mandy Bath

[REDACTED]

Andrea Reimer

From: Hans Baer [REDACTED]
Sent: November 12, 2024 7:06 PM
To: Village of Kaslo
Subject: Follow-up on my Resent Submission on Pickleball Court Management in Our Village

Dear Mayor Hewat and Council Members,

I am writing to provide a brief addendum to my recent submission regarding the management of our village's pickleball courts.

I recently received information about the approach taken in Creston, BC. The Town of Creston built community pickleball courts with, I believe, funding assistance from the Columbia Trust. These courts remain unlocked during the day, with the Arena Manager responsible for opening them in the early morning and closing them in the late afternoon. Anyone can use these courts free of charge—no waivers are required, as insurance coverage is part of the town's general recreation facilities package. However, due to the popularity of the sport, players may have to wait for an open court.

I share this information in the hope that it will provide useful context and perhaps inspire a positive response to the suggestions in my previous submission.

Thank you for considering this additional information.

Yours sincerely,

Hans Baer

[REDACTED]

Sent: November 18, 2024 8:43 AM
To: Village of Kaslo
Subject: Pickleball in Creston, BC

Dear Mayor Hewat and Councillors,

I would like to add a brief comment to my recent submission (dated November 4) regarding pickleball court management in our village.

I have just learned about the situation in Creston, BC The Town of Creston has built beautiful pickleball courts, reportedly with funding assistance from the Columbia Basin Trust. These courts are accessible every day of the week, remain unlocked, and are open to both local residents and visitors. There are no fees, no waivers to sign, and no requirement to join a club.

The courts are heavily used, with players sometimes waiting for their turn. It appears that local players organize their playtimes informally via a Facebook page.

I hope this example of successful pickleball court management in a neighboring town inspires you to consider similar changes for Kaslo.

Thank you for your kind consideration.

Yours sincerely,

Hans Baer



From: barrie woodhurst [REDACTED]
Sent: November 20, 2024 5:38 PM
To: Village of Kaslo
Subject: Southbeach Development Proposal:

Dear Mayor and Council,

I write to express some of my many reasons to disapprove of this proposed rezoning and development. This is such a bad idea that I thought we would never get to this point.

The collation of relevant material on the Village website was useful however some consultant reports not appended seem likely to be relevant..I think the proposal is best evaluated with a copy of the OCP in hand.

1] The proposal is what??? . Is there in fact an accountable, viable, detailed, and assess-able proposal on a table?

-reference is made to other approval processes [Kootenay Lake Partnership] this includes Federal Fisheries and Oceans, the Ktunaxa Nation, RDCK, BC Government etc. These consultations are apparently mandatory processes and contain approval criteria that need addressing.Their approval criteria sometimes seem at odds with those used in the report. [OCP4.2.1.objective 18 working with other jurisdictions]

- the definition of the development is unclear. I find standards for "campgrounds" and " Mobile Home" parks available, however I have found no BC reference for high density Strata RV sites [though do they exist ?] . Is a reference available for evaluating this "strata RV subdivision" plan itself? Some non BC references to RV sites imply that this development would be very crowded by their standards. In any event the BIG RV FAD is likely to be obsolete within a generation for many reasons. In addition,Kaslo citizens clearly indicated opposition to more tourists in the OCP process.

2] Is this land actually suitable and approvable for a "development" in the Village of Kaslo?

NO IT IS NOT

Surely this would be an historic travesty to use this unique property for a high density RV park!.

THIS IS NOT a ROUTINE DEVELOPMENT PROPOSAL.....It is an OPPORTUNITY OF THE CENTURY!.

We are presented with the responsibility for preserving this property as a beautiful and necessary extension of our existing fabulous foreshore Municipal Park. The nearly completely accessible foreshore in Kaslo with awesome views of lake and mountains is surely Kaslo's best feature.

No other community in this area [anywhere?] has anything as great as this!

Radical changes such as this,DO REQUIRE, under Community Plan rules, that citizens are convinced this is good for their Kaslo. The OCP is a Kaslo Bylaw with which development must conform. [OCP Bylaw 1280 2.0 clearly and unequivocally states this].

See OCP4.1.3 4.2.1 objectives 4,5,6,10,15 and OCP 9.0 9.3 especially 3,4,6,9 as part of my justification for stating that the OCP is being ignored so far.

I make a special point of criticism of the statements that the proposal offers Kaslo access to the south beach.

This development proposal offers only TOKEN beach accessibility via a TRAIL ONLY! in the riparian setback on the river. Access to the NARROWLY DEFINED beach is only at its very northernmost end. There is no provision for even a useable pathway above high water , disabled access, maintenance and emergency access nor any provision for sanitary facilities.ETC.ETC ETC
This "ACCESS" is a most cynical and insulting component of the "proposal"

The development boundary is debatable,It conflicts with/overlaps other designations. {OCP 9.0 Parks and Natural Areas many references, see9.3 Policies
3,4,6, OCP11.1 Waterfront Development Area 3,4,5 11.2Policies all are problematic.

I would further highlight the definition of "Beach Access" as being unclear and controversial in that "what is our beach" will not be clear to anyone.

The "setback" is very inadequate to provide beach access particularly at high water May-July. The use of the "blue line" as "natural lake boundary" is nonsense, this term is not usefully employed in this situation. This is NOT a natural lake, it is a reservoir. It has a high water mark that is reasonably clear, though it varies tremendously from year to year.That "high water line", 'debatably outlined in the developers map, is its "Unnatural" high point". Call the lines what you like, we have to work with a shoreline that moves a lot.

The "setback" [a narrow red line NOT actually visible on the Map] must serve both riparian rules AND year round access for people walking down the beach at high water.[and emergency access etc as above].Thus a corridor of access must MUST be at least 30m behind the high water mark to have any semblance of credibility and practicality for "access".

The plain fact that these lines on the map [incomplete or inaccurate] are still "Within?" the development property would produce inevitable controversy and conflict. The Kaslo citizens are rather likely to be challenged by the property owners who feel the beach belongs to them.

I know from prior experience living on Similkameen Riverfront that significant passage and occupation conflicts do occur on waterway borders. To believe that "high watermark" and other concepts related to ownership and access are easy to manage is most naive.

These ""borders" [whichever] would make many feel unwelcome much of the time rather like the Big Yellow Gate does now.

The "development property" [if it persists] CAN NOT INCLUDE the beachfront. There is no possibility of motorized or private boat launch by village rules.The sight-line rules in OCP clearly preclude visibility of monster RVs in this pristine bay area. Yet "sites"are diagrammed in a row immediately behind the inadequate setback line!.

In summary this RV Strata development is not yet realistically presented and analyzed for any positive decision making.

I do not think development of a commercial nature on this beach and floodplain would ever conform to the OCP, or the ideals and standards of Kaslo citizens.

This "Strata RV Park" proposal has UGLY WHITE ELEPHANT written on it like the other notorious Kaslo Strata Housing Development desecrating the bench above the Kaslo Bay.

Approval would be an HISTORIC DISGRACE to all involved and the Village of Kaslo.

It would seem to me that disqualifying the development from further consideration by the Village of Kaslo is inevitable. I do not feel at all good about the developer and the staff having spent so much time and money.

Status quo for this property has always seemed unpleasant and frankly ridiculous to me.

Can Kaslo Citizen friendly outcomes be negotiated?

Could we somehow compensate the developer in a realistic way for the beach and floodplain. Leave the high lands for development +/-_. The New Foreshore Park at Southbeach might be named for the

developers family if he buys into this type of discussion. Community discussion could decide a realistic low impact use for the floodplain portion, baseball facility? campground relocation?

Particularly if the developer can be flexible and cooperative it could be a giant win for Kaslo, not the terrible degradation and loss of opportunity that appears in progress now..

Respectfully yours

Barrie Woodhurst



KASLO SENIORS' CHRISTMAS NEWSLETTER 2024

Seasons Greetings - As the snow gently falls and the holiday lights twinkle, we reflect on another wonderful year of community, connection, and caring. This newsletter celebrates our shared moments throughout the year and the spirit of togetherness that defines our seniors' group.



The Year in Review

Community Fundraising Successes

Our May Day events were a delightful triumph! The Garage Sale and Afternoon Tea, complete with homemade scones, raised an impressive **\$1,137.00**. Your generosity and community spirit shine bright!

Engaging Learning Opportunities

This year brought fascinating experiences:

- 👤 A fascinating beach walk with geologist Sheila Roberts
- 👤 RCMP information session on fraud prevention, helping us stay informed and safe
- 👤 Two FireSmart information sessions to keep our community protected



Fun and Connection



- 👤 Exciting Bingo afternoons (\$5 gets you loads of fun!)
- 👤 Big screen playoff hockey game viewing
- 👤 Friday morning coffee get-togethers
- 👤 Carpet Bowling at the Kaslo Legion Hall Wednesday mornings

Exciting Additions and Announcements

Welcome Aboard!

A warm welcome to **Mandy Bath**, who has joined our board. Her energy and passion will undoubtedly enhance our seniors' community.

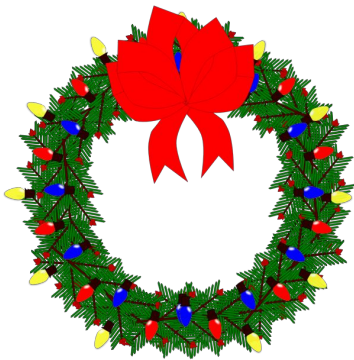


New Exercise Program

Stay active and healthy with our brand new Seniors' Chair Exercise program led by Rhonda Addison. Tues & Thurs 1:30 - 2:30 pm



December 3rd -Traditional Christmas Luncheon



Kaslo Legion Hall

Doors Open at 11:30 am

Lunch at 12:00 noon



Turkey dinner with all the trimmings
Loot bags and door prizes

Special Invitation: We'll be inviting our local heroes – RCMP, Fire Department, and Search and Rescue teams – to help serve our lunch.

Gratitude Corner

A heartfelt **THANK YOU** to:

- * **Columbia Basin Trust (CBT)**
- * **Terry Jones and JB's Restaurant**
- * **Kaslo Front Street Market**
- * **Rob Clark**
- * **Peter, Yvonne & Michelle Grondin**
- * **John Addison**

2025 Membership Drive

November is our membership drive month. Win your membership and guess “Whose Knees are These”?



Wishing you a Merry Christmas, Happy Holidays, and a Joyful New Year!

Warmest regards, Your Kaslo Seniors' Executive

DATE: November 20, 2024

FILE NUMBER: 3900-1307

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Business Licence Amendment Bylaw No. 1307, 2024

1.0 PURPOSE

To consider making amendments to Business Licence bylaw.

2.0 RECOMMENDATION

THAT Business Licence Amendment Bylaw No. 1307, 2024 be given second and third reading.

3.0 BACKGROUND

Business Licence Bylaw No. 1260, 2021 was adopted in December of 2021. Some of the provisions of the current bylaw present administrative challenges and there is a lack of clarity regarding some of the rules for renewal. An amending bylaw is required to make changes to Bylaw 1260. The bylaw received first reading at the 2024.11.12 Council Meeting. Adoption will be considered at the 2024.12.10 Council Meeting.

4.0 DISCUSSION

There are currently approximately 200 Village of Kaslo Business Licences issued annually. Most Business Licences are annual, but there are also Temporary Business Licences issued to Mobile Vendors, and for Community Events, Trade Shows and Outdoor Markets. The following excerpt from the Fees & Charges bylaw outlines the applicable fees for Temporary Business Licences:

FEE CATEGORY: Temporary Business Licences	
Item	Fee
Community Event	\$15 per event
Vendors at Community Event or Trade Show	\$10 per vendor per day
Outdoor Market	\$200 per season
Mobile Vendor	\$200 per season \$25 per day

For improved clarity, the following changes to the bylaw are proposed:

Section 5 – Business Licence Period

- Add that one-day licences are for a 24-hour period from 12:01 a.m. until midnight
- Add that licences for a Community Event are for a maximum of 4 consecutive days
- Add that seasonal licences are for a maximum of 6 months, and that they can not run across calendar years (all licences expire on December 31st).

Section 6 – Licence Fees

- Limit pro-rating provisions to 50% of licence fee after July 1st and clarify that this is for annual licences only. This will simplify the process of adding new licences.
- Remove the 25% pro-rating for purchase after April 1st because the software is not set up for this.
- Remove the 75% pro-rating for purchase after October 1st because the software is not set up for this.
- Remove the clause that allowed licences purchased after December 1st to apply for the following year because the software is not set up for this. Having all licences expire on December 31st significantly reduces the amount of time required for administration.

Section 7 - Renewal

- Remove the clause requiring payment of licence fees prior to January 1st because payment in advance often leads to errors when licence fees are adjusted (through updates to the Fees & Charges bylaw, which typically occur in November/December).
- Clarify that renewal invoices are sent each January (not courtesy reminders). This matches the current practice and ensures that licence holders know the correct amount to pay.
- Clarify that when a licence holder fails to pay their renewal fees, there is discretion for the municipality to terminate the licence and require a new application. This aligns with current practice and creates less of an administrative burden.
- Add that temporary business licences are not renewable, except for a seasonal business licence (good for up to 6 months) which can be renewed once in a calendar year (upon payment of fees for a second “season”) but will always expire on December 31st of the year in which it was issued. This will require mobile vendors to re-apply each year and confirm that they have the continued consent of the property owner.

Section 11 – Outdoor Markets, Trade Shows (& Community Events)

- Align the language in the Business Licence bylaw with the language in the Fees & Charges bylaw to clarify that vendors at community events must obtain their own licence. This matches current practice, where vendors at May Days and Jazz Fest are required to pay for daily business licences. Vendors at the Saturday Market are not required to get their own licence.

Other Items

The proposed bylaw does not alter the number of mobile vendors that are permitted at a given time, currently set at five (5). In 2024 there were mobile vendors that wished to operate in Kaslo but were unable to because the maximum number of licences were already issued. Currently mobile vendor licences are issued on a first-come, first-served basis. Council may direct changes to these provisions if desired. Adjustments to the fees that apply for business licences can be considered when Council updates the Fees & Charges bylaw.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Give second and third reading to the bylaw. *No changes can be made to the bylaw after third reading. The bylaw will be placed on the agenda for adoption at the 2024.12.10 Council Meeting and the new provisions will be in effect for year-end renewals.***

2. Do not give second or third reading to the bylaw. *The current provisions will remain in effect.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The fees associated with Business Licences were updated by Fees & Charges Amendment Bylaw No. 1301, adopted in March 2024.

The cost of providing notice of the proposed bylaw is estimated at \$200 (newspaper ad only), plus the cost of staff time.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Part 3 Division 9 of the *Community Charter* provides the authority for Council to regulate businesses within the municipality.

Before adopting a bylaw that regulates businesses, Council must give notice, in the form and manner Council considers reasonable, and provide an opportunity for affected parties to make representations to Council. Notice of the proposed bylaw has been placed in the November 25th edition of the Pennywise and posted on the Village's website and on bulletin boards inside and outside City Hall. A copy of the proposed bylaw and accompanying staff report has been provided to the Chamber of Commerce for distribution to the membership.

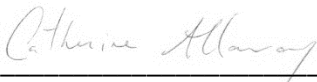
8.0 STRATEGIC PRIORITIES

Creating a policy and updating the Zoning bylaw for temporary uses and mobile businesses was identified in Council's 2023-2026 Strategic Plan.

9.0 OTHER CONSIDERATIONS

None

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Business Licence Bylaw 1260, 2021
- Business Licence Amendment Bylaw 1307, 2024 DRAFT
- Public Notice – Bylaw 1307, 2024

VILLAGE OF KASLO
BYLAW NO. 1260, 2021

**A BYLAW TO ESTABLISH BUSINESS LICENCING AND REGULATING OF
BUSINESSES, OCCUPATIONS AND TRADES WITHIN THE VILLAGE OF KASLO**

WHEREAS the *Community Charter* provides that Council may, by bylaw, regulate business;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "Business Licence Bylaw No. 1260, 2021".

2. Definitions

Applicant means any Person who makes an application for a license under this bylaw.

Business Class means a classification of different types of businesses and business activities.

Business Name means the name, words, trademark, or symbol that a Business uses to identify, indicate, or advertise the Business.

Business – Resident means a business carried on in or from premises within the Village.

Business – Non-resident means a business other than a resident business, carried on in the Village or with respect to which any work or service that is performed in the Village.

Cannabis Related Business means a business that, in accordance with provincial and federal licensing and regulations:

- provides the retail sale of cannabis; or,
- produces cannabis products.

Community Event means a public event occurring within the Village organized by a government organization, registered charity or non-profit society.

Commercial Landlord means a Person or business who holds a legal or beneficial interest in any premises within the Village and leases, lets, or rents all or part of such premises to any other Person for the purpose of operating a business.

Council means the Council of the Village of Kaslo.

Inter-Community Business Licence means a type of business license that authorizes a non-resident business to operate within the boundaries of the Village in accordance with the Village's "Inter-Community Business Licence Bylaw No. 1250, 2020" as amended or replaced.

Land Use Bylaw means the Village's "Land Use Bylaw No. 1130" as amended or replaced.

Licence Fee means the annual fee applicable to the Business Class in Schedule "D" of Fees and Charges Bylaw No. 1271, 2021.

License Inspector means:

- a Person appointed as Licence Inspector by Council; or,
- the Village's Chief Administrative Officer, Corporate Officer, or their designates.

Licensee means the Person holding a Business License.

Mobile Vendor means a business which offers for sale from a stationary vehicle, cart, or temporary stall that is not part of a permanent use on the lot, goods that are permitted to be sold in the Zone in which the vehicle or stall is located.

Officer means a:

- Bylaw Enforcement Officer designated by Council to enforce this bylaw;
- the Village's Chief Administrative Officer, Corporate Officer, or their designates; and
- a Peace Officer.

Outdoor Market means the carrying on of a business to organize a group of three (3) or more merchants, vendors or participants, to gather in one outdoor location to offer handicrafts, produce and vegetables, food, new and used goods, wares, or merchandise for sale.

Premise means a fixed or permanent location where the Licensee ordinarily carries on Business.

Temporary Business License means a Business License issued for a Mobile Vendor, Outdoor Market, Trade Show or Community Event for a limited time.

Trade Show means the carrying on of a business to organize a group of five (5) or more merchants, vendors or participants, to gather in one location or building to offer goods, wares, food, or merchandise for retail sale or wholesale.

Vending Machine means any machine or device operated mechanically or otherwise by inserting a coin, token or slug, or by credit or debit card, or any electronic form of payment, for the purpose of:

- selling or dispensing any goods, wares, merchandise, refreshments, confections and food, tobacco products, detergents, except clothes washers or dryers; and,
- machines or devices providing a service, amusement, game, or music.

Village means the Village of Kaslo.

Zone means the land use zone established by the Land Use Bylaw.

3. Licence Required

- 3.1. A Person who owns or operates a business within the Village shall apply for, obtain, and hold a Resident Business Licence for each Business.
- 3.2. A Person who carries on a Business from more than one premises in the Village shall obtain a separate Business Licence for each premises.
- 3.3. A Person who carries on a Business within the Village but has no premises in the Village:
 - a. shall hold a Non-Resident Business License; or,
 - b. if the Business is licensed in a municipality that is part of the Inter-Community Business Licence program may, instead of a Non-Resident Business License, hold a valid Inter-Community Business License issued by that municipality.

4. Application

- 4.1. A Business Licence application shall contain, as a minimum, the following information:
 - a. the Business Name;
 - b. disclosing the nature and character of the profession, business, trade, occupation, calling, undertaking or thing to be carried on, maintained, owned or operated by the Person;
 - c. providing the mailing address, physical address, phone number, email and contact information for the Business;
 - d. declaring the number of Persons engaged or occupied in the Business;
 - e. floor area of the building that the Business occupies;
 - f. the Person's or Business' Canada Revenue Agency Business Number or a declaration that they are not required to register.
- 4.2. Despite section 4.1, an Applicant may apply for a Business License online through the Provincial Government's One Stop Business Registration service, but the Village cannot approve the application until the Applicant pays the License Fee and provides any further information required by the Village.
- 4.3. The License Inspector shall reject an Application if the proposed Business Name:
 - a. is confusingly similar to the name of another business;

- b. implies that the Business provides the services of a regulated occupation for which no person associated with the Business is duly accredited and in good standing with that occupation's certification, regulatory or licensing body; or,
 - c. suggests an affiliation with a government, public institution, or the Crown.
- 4.4. The Village may request confirmation of approval, in a form satisfactory to the Licence Inspector, from the Ministry of Health, Liquor & Cannabis Regulation Branch, R.C.M.P., the Regional District of Central Kootenay Building Inspector or Fire Department respecting a Business Licence application and the License Inspector shall not issue a Business Licence until such approvals are received.
- 4.5. A Licensee shall immediately notify the Village of any suspension or cancellation of required approvals, accreditation or certification and the Licence Inspector may suspend the Business Licence pending reinstatement of those articles.
- 4.6. A Business shall not be licensed to operate in a Zone that does not permit proposed use or activity.
- 4.7. A Business located in a residential area must conform to the Home Occupation regulations of the Land Use Bylaw.
- 4.8. Information provided on the Business Licence application may be subject to "Freedom of Information and Protection of Privacy Act" enquiries.

5. Business Licence Period

- 5.1. A Business License is valid for a period of one calendar year commencing on January 1st and ending on December 31st of the same year.

6. Licence Fees

- 6.1. The License Fees and Business Classes are specified in Schedule D of the Village of Kaslo Fees and Charges Bylaw No. 1271, 2021 as amended or replaced.
- 6.2. The License Fee applicable to the Business Class is payable to the Village by:
- a. an Applicant upon submission of their application for a Business License; or,
 - b. a Licensee upon their receipt of an invoice from the Village for the annual renewal of their Business License.
- 6.3. License Fees are non-refundable once a license is issued.
- 6.4. If an application for a Business License is denied or withdrawn before a license is issued, the Applicant may request a refund of the License Fee less an administrative charge that is the greater of \$25.00 or 10% of the License Fee.

- 6.5. Because Business Licenses are issued for the calendar year, a License Fee may be reduced pro-rata if an application for a new Business License, other than a Temporary Business License, is made on or after the following dates in the year:
 - a. April 1, 25% fee reduction;
 - b. July 1, 50% fee reduction;
 - c. October 1, 75% fee reduction; or
 - d. December 1 and on or before December 31, the Applicant shall pay the full amount, but the license issued shall be valid to the end of the subsequent calendar year.

7. Renewal

- 7.1. A Licensee is responsible for renewing their license by submitting the annual License Fee prior to January 1st, which is the annual renewal date.
- 7.2. A late payment penalty charge of \$25.00 will be added to any fee outstanding 30 days after the renewal date.
- 7.3. The Village may send a renewal invoice or reminder to Licensees indicating the amount payable as a courtesy but is not required to do so.
- 7.4. If a Business License is not renewed as required by this Bylaw:
 - a. the license shall be terminated;
 - b. a Person wishing to carry on the Business must submit a new application form and supporting documentation.

8. Display of License

- 8.1. A Business shall permanently display the current Business Licence in a prominent location within the Premises.
- 8.2. A Person doing Business in other than a fixed or permanent place of Business, and all non-resident Businesses while operating within the Village, shall carry the Business Licence on their person or have it conveniently available for inspection at their worksite.

9. Inspection

- 9.1. A License Inspector is authorized to enter any property that is subject to the regulation of this Bylaw at all reasonable times in order to ascertain whether the requirements of Village Bylaws are being met and those regulations are being observed.
- 9.2. A Business located in a Premises requiring a commercial fire inspection is required to pay an additional License Fee towards the cost of this service.

10. Commercial Landlords

- 10.1. A Commercial Landlord shall not permit a tenant, renter, or occupant to carry on a business on the landlord's premises without the tenant, renter, or occupant holding a Business License.
- 10.2. A Commercial Landlord in violation of the preceding regulation shall be liable for the Business License requirements of the tenant, renter, or occupant carrying on a business without a license.

11. Outdoor Markets, Trade Shows and Community Events

- 11.1. Outdoor Markets, Trade Shows and Community Events are required to
- a. obtain a Temporary Business Licence that will cover all vendors participating in the event;
 - b. pay the required License Fee; and,
 - c. maintain a minimum commercial liability policy of two million (\$2,000,000) dollars with the Village named as an insured party for the duration of the event.

12. Vending Machines

- 12.1. No Person owning or occupying any Premises shall have a third-party Vending Machine unless the Vending Machine owner holds a Business Licence and has paid the appropriate Business Licence Fee for each Vending Machine.

13. Mobile Vendors

- 13.1. Mobile Vendors shall:
- a. be fully self-contained with no service connection other than electrical service if required;
 - b. obtain written permission from the owner of the land, allowing the Mobile Vendor to be located on a property in a Zone that allows the intended use and provide a copy of such permission to the Village;
 - c. maintain a minimum commercial liability policy of two million (\$2,000,000) dollars
 - d. be kept in good repair; and,
 - e. not be located on a highway, sidewalk, or boulevard; and,
 - f. not interfere with or block any motor vehicle, pedestrian exit, or walkway.
- 13.2. If food is served, the Mobile Vendor shall also:
- a. obtain written permission for their customers to use washroom facilities on the property or in an adjacent premises, and provide a copy to the Village;
 - b. provide a garbage container at their location and, at the end of the day, pick up all garbage and debris, within 50 metres of their location that is a result of their Business' operation;

- c. meet Provincial Health regulations, and the vendor shall provide written confirmation from a Provincial Health Inspector.

13.3. A Mobile Vendor intending to operate their Business on Village land, including parks, rights-of-way, boulevards and parking areas, is required to, at the discretion of Council, enter a contract or license of occupation with the Village.

13.4. A maximum of five (5) Mobile Vendors not affiliated with an Outdoor Market, Trade Show or Community Event will be licensed at any one time.

14. Cannabis-Related Business

14.1. A Cannabis-Related Business shall:

- a. only be permitted in a premises owned by the Person owning the Business; and,
- b. not be open for business between the hours of 21:00 and 09:00 local time.

15. Changes in Business

15.1. A Licensee shall notify the Village in writing prior to:

- a. closing of the Business;
- b. changing the Business Name, contact information, emergency contact name, mailing address (Business Information);
- c. changing the Business Owner or Licensee;
- d. changing the location of the Business;
- e. changing or adding to the Business;
- f. change to the liquor licence or addition of a liquor licence for the Business.

15.2. Except for changes made at the time of renewal of a Business Licence, a Licensee shall pay a transfer and change fee as set in Schedule D of "Village of Kaslo Fees and Charges Bylaw No.1271, 2021" as amended replaced.

15.3. Where more than one change is contemplated involving the Business Owner, Business Location or Business activities, the existing Business Licence shall be cancelled, and a new Business Licence application shall be made by the Licensee.

16. Suspension or Cancellation of a Business Licence

16.1. An application for a Business Licence may be refused by the Licence Inspector in any specific case but:

- a. the application cannot be unreasonably refused; and
- b. on request, the Licence Inspector must give written reasons for the refusal.

16.2. A Business Licence may be suspended or cancelled by the Licence Inspector for reasonable cause including, but not limited to:

- a. failure to comply with a term or condition of a Business Licence;
- b. failure to comply with this or any other Bylaw of the Village;
- c. conviction of an indictable offence in Canada; or,
- d. the license was issued in error.

- 16.3. Before suspending or cancelling a Business Licence, the Licence Inspector shall give written notice to the Licensee indicating that:
- a. the Business Licence is suspended or cancelled;
 - b. that the Business must cease operation within seven (7) days of the date of the written notice;
 - c. the reasons for the suspension or cancellation;
 - d. means of appeal; and,
 - e. if applicable, instructions to the Licensee for the removal of the suspension or cancellation.

16.4. The Village shall send written notice of intention to cancel or suspend a Business License delivered through registered mail or courier to the address of the Business and the address of the contact Person as indicated on the Business Licence application.

16.5. A Person shall not carry on a Business for which a Business Licence is required by this Bylaw during a period of suspension.

17. Appeal

17.1. A Person may appeal the refusal, suspension, or cancellation of a Business License to Council.

17.2. A notice of appeal must be in writing and delivered by the appellant to the attention of the Chief Administrative Officer within fourteen (14) calendar days from the date of suspension or cancellation.

17.3. The notice of appeal must concisely state the grounds on which the appeal is based.

17.4. The Chief Administrative Officer or their designate shall refer the matter to Council to appoint a time and place for a hearing and then give to the appellant reasonable notice of the time and place for their opportunity to be heard.

18. Offence and Penalties

18.1. A Person carrying on a Business for which a licence is required by this bylaw without holding a valid licence is in violation of this Bylaw.

18.2. A Person who violates any provision of this Bylaw and who commits an offence punishable on summary conviction shall be liable to a maximum fine of \$50,000 plus the cost of prosecution.

18.3. An Officer may serve a ticket upon a Person in violation of this Bylaw pursuant to the Village's "Bylaw Enforcement Ticket Information Bylaw No. 1037" as amended or replaced; and,

- a. each day the violation continues constitutes a separate offence.

19. Severability

19.1. If any section, paragraph or phrase in this Bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, that portion shall be severed and the remainder of this Bylaw shall continue in full force and effect.

20. No Representation

20.1. A Business Licence issued under this Bylaw is not a representation or acknowledgement by the Village that the proposed Business complies with any or all applicable laws or other enactments.

21. Repeal

21.1. Village of Kaslo Business Licence Bylaw No. 1179, 2015 and all amendments thereto are hereby repealed.

22. Effective Date

22.1. This bylaw shall take effect upon adoption.

READ A FIRST TIME this 23rd day of November, 2021.

READ A SECOND TIME this 23rd day of November, 2021.

READ A THIRD TIME this 23rd day of November, 2021.

RECONSIDERED AND ADOPTED this 7th day of December, 2021.



MAYOR



CORPORATE OFFICER

Certified to be a true copy of Business Licence Bylaw No. 1260, 2021"

CORPORATE OFFICER

VILLAGE OF KASLO

BYLAW NO. 1307

A BYLAW TO AMEND BUSINESS LICENCE BYLAW NO. 1260

WHEREAS the *Community Charter* provides that Council may, by bylaw, regulate businesses;

AND WHEREAS Council desires to change the provisions of Business Licence Bylaw No. 1260, 2021;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "Business Licence Amendment Bylaw No. 1307, 2024".

2. Provisions

- 2.1.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 5 (Business Licence Period) and inserting the following in its place:

5. Business Licence Period

- 5.1. Unless otherwise indicated a Business Licence is valid for a period of one calendar year commencing on January 1st and ending on December 31st of the same year.
- 5.2. A one-day Business Licence for vendors at a Community Event or Trade Show or a Mobile Vendor is valid for a 24 hour period beginning at 12:01 a.m. and ending at midnight of the same day.
- 5.3. A Community Event Business Licence is valid for a single event, with a duration not to exceed 4 consecutive days.
- 5.4. A Seasonal Business Licence for an Outdoor Market or Mobile Vendor is valid for a maximum of 6 consecutive months. In no event will a Seasonal Business Licence be valid beyond December 31st of the year in which it was issued.

- 2.2.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 6.5 and inserting the following in its place:

- 6.5 Business Licences are issued for the calendar year however a Licence Fee, other than for a Temporary Business Licence, may be reduced by 50% if an application is made on or after July 1st in a given year.

- 2.3.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 7 (Renewal) and inserting the following in its place:

7. Renewal

- 7.1. The Village will send a renewal invoice in January to Annual Licensees indicating the amount payable.
- 7.2. A late payment penalty charge of \$25.00 will be added to any fee outstanding 30 days after the invoice date.
- 7.3. Temporary Business Licences are not renewable, with the following exception:
- a. A Seasonal Business Licence for a Mobile Vendor may be renewed once in a calendar year upon payment of applicable fees, but in no event will a Seasonal Business Licence be valid beyond December 31st of the year in which it was issued.
- 7.4. If a Business Licence is not renewed as required by this Bylaw:
- a. The Licence may be terminated;
 - b. A Person wishing to carry on the Business may be required to submit a new application form and supporting documentation.

- 2.4.** Business Licence Bylaw No. 1260, 2021 is amended by deleting Section 11 (Outdoor Markets, Trade Shows and Community Events) and inserting the following in its place:

11. Outdoor Markets and Trade Shows

- 11.1. Outdoor Markets and Trade Shows are required to
- a. obtain a Temporary Business Licence that will cover all vendors participating in the event;
 - b. pay the required Licence Fee; and,
 - c. maintain a minimum commercial liability policy of two million (\$2,000,000) dollars with the Village named as an insured party for the duration of the event.

3. Effective Date

This bylaw shall take effect upon adoption.

READ A FIRST TIME this ____ day of _____, 202_.

READ A SECOND TIME this ____ day of _____, 202_.

VILLAGE OF KASLO
BYLAW NO. 1307, 2024

READ A THIRD TIME this _____ day of _____, 202_.

RECONSIDERED AND ADOPTED this _____ day of _____, 202_.

MAYOR

CORPORATE OFFICER

Certified to be a true copy of "Business Licence Amendment Bylaw No. 1307, 2024"

CORPORATE OFFICER



PUBLIC NOTICE

AMENDMENT OF BUSINESS LICENCE BYLAW

The Village of Kaslo intends to make changes to the provisions of Business Licence Bylaw 1260, 2021. In accordance with s.59 of the *Community Charter* persons who consider they are affected by the bylaw are invited to make representations to Council on the matter.

Council welcomes feedback from the business community and the general public about the proposed bylaw, and on other aspects of business licencing. Comments should be submitted as soon as possible.

Council proposes to give second and third reading to Business Licence Amendment Bylaw 1307, 2024 at the November 26, 2024 Council meeting. Adoption of the bylaw will be considered at the December 12, 2024 Council meeting. Further changes to the provisions of Business Licence Bylaw 1260, 2021 may be considered by Council in 2025.

Additional information about the proposed bylaw is available at the Village Office in City Hall on regular working days between the hours of 10 am - 3 pm.

413 Fourth Street
PO Box 576, Kaslo, BC, V0G 1M0
250-353-2311
admin@kaslo.ca
www.kaslo.ca

DATE: November 20, 2024

FILE NUMBER: 3900-20-1308

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Fees & Charges Amendment Bylaw No. 1308, 2024

1.0 PURPOSE

To update water, sewer, and other fees listed in the Village's Fees & Charges Bylaw No. 1300.

2.0 RECOMMENDATION

THAT Fees & Charges Amendment Bylaw No. 1308, 2024 be given first, second and third reading.

3.0 BACKGROUND

Fees & Charges Bylaw No. 1300 was adopted in December of 2023 establishing costs for a range of municipal services. Any changes to the provisions of the bylaw must be made by bylaw. Water and sewer fees are generally updated annually to cover increasing operating costs. The proposed bylaw also updates some administrative charges and aerodrome fees.

4.0 DISCUSSION

The proposed bylaw updates 4 Schedules from the original Fees & Charges Bylaw No. 1300.

Schedule A – Administrative Services

A fee of \$55 is added for rush processing (within 24 hours) of a request for a property tax or utility certificate. This is being implemented because the automated service that had been provided through a third party is being discontinued as it is no longer cost-effective. Law firms will be able to request the documents directly from the Village Office, paying a premium for rapid fulfillment. The standard charge of \$15 will still apply to regular requests.

Schedule B – Rentals

The Licence of Occupation category has been eliminated from the Aerodrome fee schedule. Previously, the rate for a Temporary Licence of Occupation (TLO) had been identical to the rate for a Hangar Lease, despite the fact that a lease grants exclusive use of a property where a TLO does not. The rate for a Hangar Lease has been increased by 2% which is consistent with existing lease agreements. TLO agreements at the aerodrome will be negotiated on a case-by-case basis, depending on the nature of the proposed use.

Schedule H – Water

Water rates increased by 5% for 2025. This fee increase is designed to cover increased operating costs for the water treatment and distribution systems.

Schedule I – Waste

Sewer rates increased by 5% for 2025. This fee increase is designed to cover increased operating costs for the sewer collection and treatment systems.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Give three readings to the bylaw.** *The bylaw will be placed on the agenda for the 2024.12.10 meeting and if adopted rates will take effect for 2025.*
2. Give three readings to the bylaw with specified amendments. *The amended bylaw will be placed on the agenda for the 2024.12.10 meeting and if adopted rates will take effect for 2025.*
3. Do not amend the bylaw. *Rate increases will not occur before 2025 utility invoices are issued.*
4. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The rate structure for sewer connections and user fees was developed in the Liquid Waste Monitoring Plan (2018). Section 7.6 of the plan recommends collecting user fees to cover system operating costs and calls for increases in line with inflation and maintenance costs.

The rate structure for water connections and user fees was established in Village of Kaslo Waterworks Bylaw No. 1127, 2012 and have been amended regularly since.

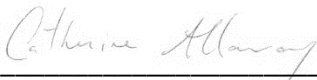
8.0 STRATEGIC PRIORITIES

None to report.

9.0 OTHER CONSIDERATIONS

If adopted, copies of the updated Fees & Charges Bylaw will be made available on the Village's website.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Fees & Charges Bylaw 1308, 2024 (proposed)

CAO COMMENTS:

Council is being asked to consider whether it supports the changes to Fees & Charges for property tax and utility certificates, a 2% hangar lease increase, and 5% water and sewer rate increases. Time is of the essence for staff to make adjustments within the Village's finance software and issue utility invoices at the beginning of 2025.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

November 20, 2024

Date

**VILLAGE OF KASLO
BYLAW NO. 1308, 2024**

A BYLAW TO AMEND FEES AND CHARGES BYLAW NO. 1300, 2023

WHEREAS the *Community Charter* provides that Council may, by bylaw, impose a fee payable in respect to all or part of a service or product of the municipality;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as "Fees and Charges Amendment Bylaw No. 1308, 2024".
2. The Village of Kaslo Fees and Charges Bylaw No. 1300, 2023 is hereby amended as follows:
 - a) SCHEDULE A (Administrative Services) of that bylaw is replaced by SCHEDULE A attached to this bylaw.
 - b) SCHEDULE B (Rentals) of that bylaw is replaced by SCHEDULE B attached to this bylaw.
 - c) SCHEDULE H (Water) of that bylaw is replaced by SCHEDULE H attached to this bylaw.
 - d) SCHEDULE I (Business Licences) of that bylaw is replaced by SCHEDULE I attached to this bylaw.
3. This bylaw shall take effect upon adoption.

READ A FIRST TIME this ____ day of ____, 2024.

READ A SECOND TIME this ____ day of ____, 2024.

READ A THIRD TIME this ____ day of ____, 2024.

RECONSIDERED AND ADOPTED this ____ day of ____, 2024.

MAYOR

CORPORATE OFFICER

Certified to be a true copy of "Fees and Charges Amendment Bylaw No. 1308, 2024"

CORPORATE OFFICER

FEE CATEGORY: Clerical Services	
Item	Fee
Property Tax or Utility Certificate	\$15.00 per folio, per year
Property Tax or Utility Certificate (24 hour rush processing)	\$55.00 per folio, per year
Title Search	\$17.00
Reprint of Tax Notice or Utility Bill	Current year: no charge Prior year: \$10 per folio
Hardcopy of Official Community Plan, Zoning Bylaw or Subdivision Servicing Bylaw	\$30.00
Photocopying or Printing (Black & White)	\$0.40 per letter/legal page \$0.80 per tabloid size page \$10.00 minimum charge
Photocopying or Printing (Colour)	\$2.00 per letter/legal page \$4.00 per tabloid size page \$10.00 minimum charge
Fax Send or Receive	\$0.40 per page \$10.00 minimum charge
Document Scan	\$0.40 per page \$10.00 minimum charge
NSF Cheque Fee	\$27.50
Lapel Pin - Retail	\$3.00
Lapel Pin - Wholesale (minimum 50)	\$1.25
Municipal Flag	Actual Cost
Postage/Courier/Shipping	Actual Cost
These amounts do not include GST which will be applied	

FEE CATEGORY: Freedom of Information Requests	
Item	Fee
For Commercial Applicants	Actual Cost
For All Other Applicants	As per Schedule 1 of the Provincial FOIPP Regulation

FEE CATEGORY: Indoor Space Rentals	
Item	Fee
Key Deposit	\$25.00
Damage Deposit	\$500
Cleaning Services	Actual Cost
Kemball Building - Upper Floor	\$1.20/sq. ft. per month
Kemball Building - First Floor	\$1.40/sq. ft. per month
Kemball Building - Basement	\$1.00/sq. ft. per month
Meeting Room (Kemball, Jury, or Council Chamber)	\$30 per day
City Hall Courtroom (includes Jury & washroom)	\$50 per day
These amounts do not include GST which will be applied	

FEE CATEGORY: Outdoor Space Rentals	
Item	Fee
Kemball Building Courtyard	\$30 per day
Legacy Park	\$30 per day
Kaslo Bay Park	\$150 per day
Front Street Park (no stage)	\$50 per day
Front Street Park (with stage)	\$100 per day
Vimy Park Baseball Diamond	\$30 per day
Vimy Park Gazebo	\$30 per day
Vimy Park Picnic Shelter	\$30 per day
2 or More Vimy Park Facilities	\$60 per day
Skatepark	\$50 per day
Moyie Beach Park	\$200 per day
Logger Sports Grounds & Concession Stands	\$50 per day
Damage Deposit	\$250
Cleaning Services	Actual Cost
Installation of Notice of Reservation	\$30
These amounts do not include GST which will be applied	

FEE CATEGORY: Special Event Fees	
Item	Fee
Large Event Fee (101-500 Attendees)	\$275 per day
Large Event Fee (501-1000 Attendees)	\$750 per day
Large Event Fee (>1000 Attendees)	\$1000 per day

FEE CATEGORY: Street and Boulevard Usage	
Item	Fee
Street Closure Permit	\$30
Licence of Occupation Application Fee	\$100
Street Patio Inspection (first year)	\$92
Annual Street Patio Reinspection	\$50
Patio Licence of Occupation	10% of the assessed value of the land fronting (or in proximity of) the public lands being occupied, or a minimum annual fee of \$10 per square meter, whichever is greater
Street Patio Licence of Occupation	\$550 per parking stall
Barricade Rental	\$5 per item per day
Barricade Loss/Damage Deposit	\$250

FEE CATEGORY: Aerodrome Fees	
Item	Fee
Airside Commercial Use (per year)	\$437
Hangar Lease	\$3.18/sq m
Outdoor aircraft parking (per night)	\$10
These amounts do not include GST which will be applied	

FEE CATEGORY: Public Wharf Fees	
Item	Fee
Off-season mooring fee (November 1 - March 31)	\$150 per month
Off-season mooring damage deposit	\$500
These amounts do not include GST which will be applied	

FEE CATEGORY: Annual Residential Water Fees	
Item	2025
Dwelling Unit (each)	\$397
Swimming Pool	\$138

FEE CATEGORY: Annual Home-based Business Water Surcharges	
Item	2025
Hairdressing, barber shops, beauty salons, pet grooming	\$325
Boardinghouse, rooming house, lodge (per unit)	\$130
Home-based food and beverage production (no seating/dining)	\$165
Short-term rental accommodation (per room available)	\$130
Other home-based business (per washroom)	\$130

FEE CATEGORY: Annual Commercial/Institutional Water Fees	
Item	2025
Hairdressing, barber shops, beauty salons, pet grooming	\$402
Coffee shop, restaurant, dining	\$635
Food/beverage production facilities, take out - no seating	\$416
Food/beverage production facilities, take out - with seating	\$635
Brewery (if unmetered)	\$1,323
Service stations	\$397
Car Wash (per bay)	\$645
Laundries - first machine	\$293
Laundries - each additional machine	\$121
Motel units and/or tourist cabins - first unit	\$368
Motel units and/or tourist cabins - each additional unit	\$165
Hotel accommodation (per unit)	\$129
Hotel café, pub lounge or dining room	\$625
Short term rental accommodation - up to 4 bedrooms	\$524
Short term rental accommodation - each additional bedroom	\$131
Short term rental accommodation - strata unit	\$430
Retail stores, public halls	\$325
Offices, with use of washroom facility	\$367
School, per classroom	\$367
Commercial work/maintenance yards	\$636
Industrial sites	\$1,323
Commercial swimming pools	\$1,323
Vacant lot with service available	\$72
Other uses (per washroom)	\$325

FEE CATEGORY: Metered Water and Irrigation Rates	
Item	2025
Basic monthly charge	\$49.61
Monthly meter rental	\$5.13
Monthly meter reading fee (if meter can not be read externally)	\$22.05
Residential usage, per cubic meter	\$0.51
Commercial, manufacturing or industrial usage, per cubic meter	\$0.51
Unmetered irrigation (per 0.4 ha or part thereof, per 6-month period)	\$89.30
Metered irrigation, per cubic meter	\$0.24
Water meter installation	Actual Cost + 15%

FEE CATEGORY: Discounts and Penalties	
Item	
10% Discount, before February 15 (Dec. 31 for eligible seniors)	Feb. 15th
% Penalty, applied monthly beginning April 1st	2%

FEE CATEGORY: Water Connection Fees	
Item	
20mm (3/4") service connection charge	\$3,675
25mm (1") service connection charge	\$4,410
>25mm (>1") service connection charge	\$4,410 + \$100 for each mm >25mm
Upgrade to existing service	Actual Cost + 15%
Seal off abandoned service connection	Actual Cost + 15%
Water disconnect or connect - regular working hours	\$42
Water disconnect or connect - after hours	\$218
Public works crew & equipment for water connection and street restoration	Actual Cost + 15%
These amounts do not include GST which will be applied	

FEE CATEGORY: Solid Waste Fees	
Item	2025
	Same as user fee set by RDCK for one (1) container of mixed waste
Garbage bag tags retail	
Garbage bag tags wholesale (minimum 10 sheets)	20% discount

FEE CATEGORY: Residential Sewer Fees	
Item	2025
Dwelling Unit	\$453
Vacant residential lot with service available	\$453
Unconnected residential unit with service available	\$113

FEE CATEGORY: Commercial/Institutional Sewer Fees	
Item	2025
Small retail/commercial, office, service station	\$453
Take out restaurant	\$680
Café/restaurant/bar with seating	\$907
Large retail	\$1,360
Brewery	\$1,699
Municipal facility	\$2,720
Hospital	\$9,065
School	\$11,332
Car wash - per bay	\$680
Laundromat - per machine	\$227
Other use - per washroom	\$227
Vacant commercial lot with service available	\$680

FEE CATEGORY: Short-Term Rental Accommodation Sewer Fees	
Item	2025
Hotel/Motel/Cabins - first 4 units	\$907
Vacation rental - up to 4 bedrooms	\$907
Each additional rentable room or unit	\$113

FEE CATEGORY: Sewer Connection Fees	
Item	2025
Connection to municipal sewer or wastewater treatment plant	\$4,717
Public works crew & equipment for water connection and street restoration	Actual Cost + 15%
These amounts do not include GST which will be applied	

FEE CATEGORY: Sani Dump Fees	
Item	2025
Bulk disposal from Municipal operations (per gallon)	\$0.59
RV tanks	\$11.30
These amounts do not include GST which will be applied	

FEE CATEGORY: Portable Toilet Rental	
Item	2025
Portable toilet damage deposit - first unit	\$500
Portable toilet damage deposit - each additional unit	\$110
Portable toilet rental	\$45/day
	\$70/week
	\$150/month
These amounts do not include GST which will be applied	

A BYLAW TO AUTHORIZE THE CHARGING OF FEES FOR SPECIFIED MUNICIPAL SERVICES AND PRODUCTS
--

WHEREAS the *Community Charter* provides that Council may, by bylaw, impose a fee payable in respect to all or part of a service or product of the municipality;

NOW, THEREFORE, Council of the Village of Kaslo, in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "Fees and Charges Bylaw No. 1300, 2023".

2. Definitions

Village means the Village of Kaslo

Council means the duly elected Council for the Village

Person means any individual, sole proprietorship, partnership, corporation, trust, joint venture, society, or any incorporated or unincorporated entity or association of any nature

Schedule means a schedule attached to and forming part of this bylaw.

3. This bylaw shall apply to any person who requires goods or services supplied by the Village and provided for in this bylaw.
4. Applicable provincial and federal sales taxes are not included fees and charges unless otherwise stated.
5. Fees and charges shall not apply to the Village's municipal business, property or operations unless otherwise stipulated by legislation, policy or resolution.
6. Unless otherwise specified fees and charges shall:
 - a) Be due and payable immediately by a person upon receipt of the products, works or services rendered by the Village, and

- b)** After 60 day, may have a late fee based on the Interest Rate on Taxes in Arrears, as periodically set by the Provincial Government, applied to the full amount starting from the date of the first invoice or notice issued by the Village.
- 7.** For work done or services provided to land or improvements:
 - a)** Fees and charges left unpaid by a tenant or a person legally occupying the land shall become the responsibility of the owner of the land, including the late fee set out in 6(b), upon receipt of notice from the Village;
 - b)** Fees and charges due and payable by December 31, and unpaid on that date, may be deemed to be taxes in arrears.
- 8.** Where the Village is required by legislation to publish notice by way of advertising, signage, mailing or other means, the person requesting the goods or services shall be required to pay the actual cost of such notice in addition to the fees and charges.
- 9.** The fees and charges set out in the following schedules are hereby imposed:
 - Schedule A – Administrative Services
 - Schedule B – Rentals
 - Schedule C – Business Licences
 - Schedule D – Development Services
 - Schedule E – Community Services
 - Schedule F – Protective Services
 - Schedule G – Public Works
 - Schedule H – Water
 - Schedule I – Waste

10. Severability Clause

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

11. Repeal

Village of Kaslo Fees and Charges Bylaw No. 1271, 2021 and all amendments thereto are hereby repealed.

12. Effective Date

This bylaw shall take effect January 1, 2024.

READ A FIRST TIME this 28th day of November 2023.

READ A SECOND TIME this 28th day of November 2023.

READ A THIRD TIME this 28th day of November 2023.

RECONSIDERED AND ADOPTED this 12th day of December 2023.

MAYOR

CORPORATE OFFICER

Certified to be a true copy of "Fees and Charges Bylaw No. 1300, 2023."

CORPORATE OFFICER

FEE CATEGORY: Clerical Services	
Item	Fee
Property Tax & Utility Certificate	\$15.00 per folio, per year
Title Search	\$17.00
Reprint of Tax Notice or Utility Bill	Current year: no charge Prior year: \$10 per folio
Hardcopy of Official Community Plan, Zoning Bylaw or Subdivision Servicing Bylaw	\$30.00
Photocopying or Printing (Black & White)	\$0.40 per letter/legal page \$0.80 per tabloid size page \$10.00 minimum charge
Photocopying or Printing (Colour)	\$2.00 per letter/legal page \$4.00 per tabloid size page \$10.00 minimum charge
Fax Send or Receive	\$0.40 per page \$10.00 minimum charge
Document Scan	\$0.40 per page \$10.00 minimum charge
NSF Cheque Fee	\$27.50
Lapel Pin - Retail	\$3.00
Lapel Pin - Wholesale (minimum 50)	\$1.25
Municipal Flag	Actual Cost
Postage/Courier/Shipping	Actual Cost
These amounts do not include GST which will be applied	

FEE CATEGORY: Freedom of Information Requests	
Item	Fee
For Commercial Applicants	Actual Cost
For All Other Applicants	As per Schedule 1 of the Provincial FOIPP Regulation

FEE CATEGORY: Indoor Space Rentals	
Item	Fee
Key Deposit	\$25.00
Damage Deposit	\$500
Cleaning Services	Actual Cost
Kemball Building - Upper Floor	\$1.20/sq. ft. per month
Kemball Building - First Floor	\$1.40/sq. ft. per month
Kemball Building - Basement	\$1.00/sq. ft. per month
Meeting Room (Kemball, Jury, Council Chambers)	\$30 per day
City Hall Courtroom - Community Use	\$50 per day
These amounts do not include GST which will be applied	

FEE CATEGORY: Outdoor Space Rentals	
Item	Fee
Kemball Building Courtyard	\$30 per day
Legacy Park	\$30 per day
Kaslo Bay Park	\$150 per day
Front Street Park (no stage)	\$50 per day
Front Street Park (with stage)	\$100 per day
Vimy Park Baseball Diamond	\$30 per day
Vimy Park Gazebo	\$30 per day
Vimy Park Picnic Shelter	\$30 per day
2 or More Vimy Park Facilities	\$60 per day
Skatepark	\$50 per day
Moyie Beach Park	\$200 per day
Logger Sports Grounds & Concession Stands	\$50 per day
Damage Deposit	\$250
Cleaning Services	Actual Cost
Installation of Notice of Reservation	\$30
These amounts do not include GST which will be applied	

FEE CATEGORY: Special Event Fees	
Item	Fee
Large Event Fee (101-500 Attendees)	\$275 per day
Large Event Fee (501-1000 Attendees)	\$750 per day
Large Event Fee (>1000 Attendees)	\$1000 per day

FEE CATEGORY: Street and Boulevard Usage	
Item	Fee
Street Closure Permit	\$30
Licence of Occupation Application Fee	\$100
Constructed Patio Inspection (first year)	\$92
Annual Patio Reinspection	\$50
Patio Licence of Occupation	10% of the assessed value of the land fronting (or in proximity of) the public lands being occupied, or a minimum annual fee of \$10 per square meter, whichever is greater
Patio Licence of Occupation	\$550 per parking stall
Barricade Rental	\$5 per item per day
Barricade Damage Deposit	\$250

FEE CATEGORY: Aerodrome Fees	
Item	Fee
Airside Commercial Use (per year)	\$437
Licence of Occupation/Hangar Lease	\$3.12/sq m, minimum \$175
Outdoor Aircraft Parking (per night)	\$10
These amounts do not include GST which will be applied	

FEE CATEGORY: Public Wharf Fees	
Item	Fee
Off-season Mooring Fee (November 1 - March 31)	\$150 per month
Off-season Mooring Damage Deposit	\$500
These amounts do not include GST which will be applied	

FEE CATEGORY: Annual Business Licences	
Item	Fee
Licence Transfer or Change	10% of licence fee, minimum \$15
Third Party Vending Machine	\$20
Non-Profit Organization doing business	\$20
Home Based Business	\$60
Short-term Rental Accommodation	\$60 per rentable bedroom
Cannabis Related Business	\$750
Regulated Trades & Professions	\$125
All Other Businesses – Resident	\$75
All Other Businesses – Non-Resident	\$100
Inter-Community Business Licence (ICBL)	\$100

FEE CATEGORY: Temporary Business Licences	
Item	Fee
Community Event	\$15 per event
Vendors at Community Event or Trade Show	\$10 per vendor per day
Outdoor Market	\$200 per season
Mobile Vendor	\$200 per season \$25 per day

FEE CATEGORY: Subdivision Fees		
Item	Fee	
Fee Simple Subdivision Application Fees	Application for Preliminary Review	\$200
	Preliminary Review, Per Lot Charge	\$200
	Amendment after Preliminary Review	\$200
	Final Plan Approval	\$250
Bare Land Strata, Strata Conversion or Phased Strata (per phase) Application Fees	Application for Preliminary Review	\$500
	Preliminary Review, Charge Per Strata Lot	\$200
	Final Plan Approval	\$250
Internal Lot Line or Boundary Adjustment	\$250	
Extension of Preliminary Review	\$200	
Performance Security Bond	120% of total estimated construction costs	
Maintenance Period Security Bond	Greater of \$2,000 or 10% of total estimated servicing construction costs	
Subdivision Inspection	Greater of \$250, 2% of servicing construction costs, or the actual cost of professional inspection	
Document Administration (per document executed or registered)	\$200	
Development Security Deposit required by Approving Officer	Greater of \$1,000 per lot or the total estimated cost of incomplete works related to the subdivision	
Other Costs	Actual Cost	
FEE CATEGORY: Development Fees		
Item	Fee	
Official Community Plan Amendment Application Fee	\$1,000	
Land Use Bylaw Amendment Application Fee	\$1,000	
Combined OCP and Land Use Bylaw Amendment Application Fee	\$1,500	
Development Permit Application Fee	\$250	
Development Variance Permit Application Fee	\$250	
Temporary Use Permit Application Fee	Related to the construction of a residential dwelling	\$250
	All other permit types	\$500
Encroachment Agreement Application Fee	\$250	
Large Project Fee (for all commercial and industrial developments, and residential projects with 5 or more dwelling units)	\$1.00/m ² of Developed Area	
Public Notice	Actual Cost	
Other Costs and deposits	Actual Cost	

FEE CATEGORY: Board of Variance Appeals	
Item	Fee
Appeal of Land Use (Zoning) Bylaw Requirements	\$300
Appeal of Subdivision Servicing Bylaw Requirements	\$500
Appeal of Structural Alteration or Addition for a Non-Conforming Use	\$300
Appeal of extent of damage to non-conforming use determined by Building Inspector	\$500
Other Costs	Actual Cost
Extension to Appeal	\$200
Amendment to Order	\$200
Public Notice	Actual Cost

FEE CATEGORY: Miscellaneous Charges and Refunds	
Item	Fee
LTSA Document Retrieval, other than title search	Actual Cost
LTSA Filings	Actual Cost
Village Planning Report if required for a RDCK Building Permit Application	\$50
Notice on Title Removal	\$750
Partial refund of an application fee, if an application is withdrawn prior to the earliest of preparation of a report by staff, issuance of public notice, or the matter appearing on a public meeting agenda.	75% of the applicable fee excluding costs already incurred

Definitions applicable to this Schedule:

“Lot” means the remnant portion of the original lot and each subdivided parcel, for determining the number of lots in a subdivision application.

“Developed Area” means the total area of new construction:

- i) including the gross floor area, parking and loading areas, porches, decks, driveways, paths, landscaped, garden and amenity areas, and other ancillary or utility facilities of a proposed development;
- ii) excluding undisturbed natural areas and any structures and facilities existing prior to development that will remain.

“Other Costs” include but are not limited to expert review, such as fees for engineering, architectural, environmental, appraisal and legal professionals who may be engaged by the Village to provide advice and technical approvals on matters relating to an application for which the Village lacks sufficient in-house expertise.

“Public Notice” means advertising, signage, mailing, or other form of notification required by an enactment.

FEE CATEGORY: Cemetery Fees	
Item	Fee
Grave Space – Kaslo & Area Resident	\$300 (includes \$150 allocation to care fund)
Grave Space – Area D resident	\$550 (includes \$150 allocation to care fund)
Grave Space – Non-resident	\$550 (includes \$150 allocation to care fund)
Memorial Installation	\$175 (includes \$50 allocation to care fund)
Opening/closing - Adult	\$550
Opening/closing - Child/Infant	\$475
Opening/closing - Cremated remains	\$225
Opening/closing - Exhumation	\$800
Opening/closing - Exhumation (Cremated remains)	\$200
Reinterment	\$550
After Hours Surcharge (opening/closing)	\$400
Licence Transfer	\$25
These amounts do not include GST which will be applied	

FEE CATEGORY: Campground Fees	
Item	Fee
Serviced Site - 30A	\$45 per night
Serviced Site - 15A	\$38 per night
Regular Site	\$33 per night
Site with sewer available	add \$5 per night per unit
Additional occupants (beyond 2)	\$5 per person per night
Group Sites	\$10 per person per night
Special Event Group Camping	\$230 per night
Overflow Camping	\$35 per unit per night
Overflow Camping - tents	\$10 per person per night
Showers - campers	\$1.00
Showers - day park user	\$5.00
These amounts include GST	

FEE CATEGORY: Electric Vehicle Charging Fees	
Item	Fee
FLO Level 2 (240V) - per hour	\$2.00

FEE CATEGORY: Dog Licences	
Item	Fee
Dog Licence	\$50
Dog Licence if paid before January 31	\$40
Dog Licence - neutered or spayed	\$15
Dog Licence - neutered or spayed, if paid before January 31	\$12
Replacement Dog Tag	\$5

FEE CATEGORY: Animal Control	
Item	Fee
Impoundment - first occurrence	\$75
Impoundment - second occurrence	\$100
Impoundment - additional occurrence(s)	\$150
Food, Water, Shelter, Transportation for impounded dogs	Actual Cost
Veterinarian fees incurred during impoundment	Actual Cost
Live Animal Trap Rental	\$5 per day
Deposit for Live Animal Trap Rental	\$75
These amounts do not include GST which will be applied	

FEE CATEGORY: Burning Permits	
Item	Fee
Category 3 or 4 Fire	\$30

FEE CATEGORY: Sales and Services	
Item	Fee
Custom work, externally contracted	Actual cost + 15%
Work performed by municipal staff*	Actual cost + 15%
Pit run	\$8 per cubic meter
Field Stone (3" or larger)	\$5 per cubic meter
Road Base	\$21 per cubic meter
Sawdust – commercial use	\$5 per cubic meter
Sawdust – personal use	\$5 per pickup load
These amounts do not include GST which will be applied	

*Cost includes materials, wages, benefits, equipment rates

FEE CATEGORY: Annual Residential Water Fees	
Item	Fee
Dwelling Unit (each)	\$378
Swimming Pool	\$131

FEE CATEGORY: Annual Home-based Business Water Surcharges	
Item	Fee
Hairdressing, barber shops, beauty salons, pet grooming	\$310
Boardinghouse, rooming house, lodge (per unit)	\$124
Home-based food and beverage production (no seating/dining)	\$158
Short-term rental accommodation (per room available)	\$124
Other home-based business (per washroom)	\$124

FEE CATEGORY: Annual Commercial/Institutional Water Fees	
Item	Fee
Hairdressing, barber shops, beauty salons, pet grooming	\$383
Coffee shop, restaurant, dining	\$605
Food/beverage production facilities, take out - no seating	\$396
Food/beverage production facilities, take out - with seating	\$605
Brewery (if unmetered)	\$1,260
Service stations	\$378
Car Wash (per bay)	\$614
Laundries - first machine	\$279
Laundries - each additional machine	\$116
Motel units and/or tourist cabins - first unit	\$351
Motel units and/or tourist cabins - each additional unit	\$158
Hotel accommodation (per unit)	\$123
Hotel café, pub lounge or dining room	\$595
Short term rental accommodation - up to 4 bedrooms	\$499
Short term rental accommodation - each additional bedroom	\$125
Short term rental accommodation - strata unit	\$410
Retail stores, public halls	\$310
Offices, with use of washroom facility	\$350
School, per classroom	\$350
Commercial work/maintenance yards	\$606
Industrial sites	\$1,260
Commercial swimming pools	\$1,260
Vacant lot with service available	\$68
Other uses (per washroom)	\$310

FEE CATEGORY: Metered Water and Irrigation Rates	
Item	Fee
Basic monthly charge	\$47.25
Monthly meter rental	\$4.88
Monthly meter reading fee (if meter can not be read externally)	\$21.00
Residential usage, per cubic meter	\$0.48
Commercial, manufacturing or industrial usage, per cubic meter	\$0.48
Unmetered irrigation (per 0.4 ha or part thereof, per 6-month period)	\$85.05
Metered irrigation, per cubic meter	\$0.23
Water meter installation	Actual Cost + 15%

FEE CATEGORY: Discounts and Penalties	
Item	Fee
10% Discount, before February 15 (Dec. 31 for eligible seniors)	Feb. 15th
\$2.00 Penalty, applied monthly beginning April 1st	\$2.00/month

FEE CATEGORY: Water Connection Fees	
Item	Fee
20mm (3/4") service connection charge	\$3,500
25mm (1") service connection charge	\$ 4,200
>25mm (>1") service connection charge	\$4,200 + \$100 for each mm >25mm
Upgrade to existing service	Actual Cost + 15%
Seal off abandoned service connection	Actual Cost + 15%
Water disconnect or connect - regular working hours	40.00
Water disconnect or connect - after hours	208.00
Public works crew & equipment for water connection and street restoration	Actual Cost + 15%

FEE CATEGORY: Solid Waste Fees	
Item	Fee
	Same as user fee set by RDCK for one (1) container of mixed waste
Garbage bag tags retail	
Garbage bag tags wholesale (minimum 10 sheets)	20% discount

FEE CATEGORY: Annual Residential Sewer Fees	
Item	Fee
Dwelling Unit	\$432
Vacant residential lot with service available	\$432
Improved residential lot with service available	\$108

FEE CATEGORY: Annual Commercial/Institutional Sewer Fees	
Item	Fee
Small retail/commercial, office, service station	\$432
Take out restaurant	\$648
Café/restaurant/bar with seating	\$863
Large retail	\$1,295
Brewery	\$1,618
Municipal facility	\$2,590
Hospital	\$8,634
School	\$10,792
Car wash - per bay	\$648
Laundromat - per machine	\$216
Other use - per washroom	\$216
Vacant commercial lot with service available	\$648

FEE CATEGORY: Annual Short-Term Rental Accommodation Sewer Fees	
Item	Fee
Hotel/Motel/Cabins - first 4 units	\$863
Vacation rental - up to 4 bedrooms	\$863
Each additional rentable room or unit	\$108

FEE CATEGORY: Sewer Connection Fees	
Item	Fee
Connection to municipal sewer or wastewater treatment plant	\$4,492
Public works required for sewer connection and street restoration	Actual Cost + 15%

Fees and Charges
SCHEDULE I
Waste

FEE CATEGORY: Sani Dump Fees	
Item	Fee
Bulk disposal from Municipal operations (per gallon)	\$0.53
RV tanks	\$10
FEE CATEGORY: Portable Toilet Rental	
Item	Fee
Portable toilet damage deposit - first unit	\$200
Portable toilet damage deposit - each additional unit	\$100
Portable toilet rental	\$45/day
	\$70/week
	\$150/month

DATE: November 20, 2024

FILE NUMBER: 4320

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Temporary Licenses of Occupation - Aerodrome

1.0 PURPOSE

To seek Council authorization for Temporary Licenses of Occupation at the Kaslo Aerodrome for Tamarack Alpine Adventures (Powder Creek Lodge) and Kootenay Mountain Holidays (Mt. Carlyle Lodge).

2.0 RECOMMENDATION

THAT a Temporary License of Occupation be issued to Tamarack Alpine Adventures from December 1, 2024 to November 30, 2025 with fees in accordance with the Village's Fees & Charges bylaw; AND

THAT staff seek an agreement with Tamarack Alpine Adventures to fund and construct groundside parking at the Kaslo Aerodrome for the 2025/26 winter season.

THAT a Temporary License of Occupation be issued to Kootenay Mountain Holidays from November 28, 2024 to November 27, 2025, at a cost of \$575.

3.0 BACKGROUND

Tamarack Alpine Adventures (Powder Creek Lodge) and Kootenay Mountain Holidays (Mt. Carlyle Lodge) use the Kaslo Aerodrome for helicopter staging and guest pick up/drop off. The current Temporary Licenses of Occupation (TLO) agreements will expire on November 27th (Mt. Carlyle) and November 30th (Powder Creek) of this year, and both parties wish to operate for another one-year term. A Council resolution is required to issue a TLO.

4.0 DISCUSSIONMt. Carlyle

Mt. Carlyle operates from the western end of the Aerodrome. They are seeking a larger area than previous years to accommodate an existing storage building, as well as guest parking.

Tamarack Alpine Adventures

Tamarack Alpine Adventures is seeking to operate on the Apron of the aerodrome, which it has done for a few years. Their TLO includes an area for customer parking on the north end of the Apron. Staff are in the process of developing an Airside Vehicle Operator Permit program and Apron Management Plan to control the way vehicles, passengers, and aircraft interact on the Apron. Safety is paramount and introducing these systems will help the Village mitigate some of the risks to life and property. However, the safest approach is to prohibit public vehicles from accessing the airside of the Aerodrome, and so a plan should be developed to provide groundside parking. The proposed TLO is for 1 year, and staff would recommend that Tamarack Alpine Adventures be provided with notice that a TLO will not be granted for the 2025/26 winter

season, and that they will need to work with the Village to fund and construct groundside parking if they wish to continue to operate at the Kaslo Aerodrome in the future.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Issue the TLO's and provide notice to Tamarack Alpine Adventures that a TLO will not be granted for the 2025/26 winter season.** *Both operators will continue to use the Kaslo Aerodrome for their staging areas for this winter season, and staff will work with Tamarack Alpine Adventures to develop an agreement to fund and construct groundside parking for the 2025/26 winter season.*
2. Do not issue the TLO's. *The operators will be advised that continued use of municipal land at the Kaslo Aerodrome is not permitted.*
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The proposed fees for the TLOs are as follows:

Licensee	Approx. Area (m ²)	Rate	Cost
Mt. Carlyle	1100	\$0.52	\$575
Powder Creek	250	\$3.18/m ²	\$795

The rate for Tamarack Alpine Adventures is the rate identified in the Fees & Charges bylaw for leases and TLOs at the aerodrome.

The rate for Mt. Carlyle is lower because the licensed area is located at the western end of the aerodrome, rather than on the Apron. The total cost equates to the minimum charge for TLOs identified in the Fees & Charges bylaw, plus \$400 which is the estimated cost of administering the agreement on an annual basis.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

The proposed activities fall within the permitted uses identified in Land Use Bylaw 1130 (as amended). Advertising is not required prior to the issuance of a TLO.

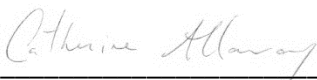
8.0 STRATEGIC PRIORITIES

Reviewing governance and operations for the Aerodrome is listed in the "After" section of Council's 2025-2026 Strategic Priorities.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- 2024-2025 TLO Mt Carlyle DRAFT
- 2024-2025 TLO Powder Creek DRAFT

CAO COMMENTS:

The Village has been granting TLO's to both operators on an annual basis for the last few years however there has been on-going concern with public vehicles accessing the airside of the aerodrome as it poses an elevated and unnecessary risk to life and property. To mitigate the risk, groundside parking should be provided. In the interim, staff plan to implement an Airside Vehicle Operator Permit (AVOP) program and Apron Management Plan (AMP) to control the way vehicles, passengers, and aircraft interact on the Apron. If supported by Council, staff will seek an agreement with Tamarack Alpine Adventures to fund and construct groundside parking at the Kaslo Aerodrome for the 2025/26 winter season, and report back to Council on funding options before proceeding. The agreement may require increases in airport user fees if there is shared benefit and/or direct funding by Tamarack Alpine Adventures if the groundside parking is deemed to solely benefit their operations. Providing a year's notice to Tamarack Alpine Adventures that a TLO will not be granted for the 2025/26 winter season seems to be a reasonable approach, if the AVOP program and AMP can be implemented in the interim.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

November 20, 2024

Date



LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

BETWEEN:

VILLAGE OF KASLO, a municipal corporation having its office at
413 Fourth Street, PO Box 576
Kaslo, BC V0G 1M0

(the "Village")

OF THE FIRST PART

AND:

Kootenay Mountain Holidays Inc.

██████████
Winlaw, BC
██████████

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensee wishes to temporarily place a storage building on land owned by the Village of Kaslo; and
- B. The Village is prepared to grant the Licensee a Licence of Occupation for a term of one (1) year for the purposes of placing a storage shed and parking client vehicles on municipal land at the Kaslo Aerodrome.

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

1. **Grant** – The Village grants to the Licensee to enter onto the property shown on **Schedule "A"**, attached hereto (the "Licence Area") for the purposes of storing equipment on municipal land.
2. **Term** – The duration of this Agreement and Licence herein granted shall be for a term of one (1) year commencing November 28, 2024, unless earlier terminated in accordance with Section 22.
3. **Fees**
 - 3.1 The Licensee shall pay the Village the following fees:

Year	Fee
2024	\$575.00
 - 3.2 Unpaid fees will result in termination of the agreement.
4. **Hours of Operation** – The hours shall conform to Village Bylaws and other pertinent regulations.
5. **Keep Licenced Area Free and Clear/Care in Use** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent areas and shall personally undertake to be responsible for the due observance of the rules and regulations governing the use of the Licence Area.
6. **State of Licence Area at Termination** – In the event that this Agreement terminates or expires for any reason, the Licensee will cease all occupation of the Licence Area and will remove all equipment, chattels, fixtures and other improvements from the Licence Area. The Licensee will leave the Licence Area in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the Village may do so and recover the expense thereof from the Licensee. All improvements and fixtures remaining on the Licence Area become the sole property of the Village upon termination of this Agreement, without any compensation whatsoever to the Licensee.
7. **Licence Area – Improvements and Maintenance**
 - 7.1 No improvements (temporary or permanent) that require a Regional District of Central Kootenay Building Permit will be constructed within the Licence Area.
8. **Restrictions on Operations**
 - 8.1 Access to the Licence Area is not guaranteed during winter months.
 - 8.2 The Village makes no representations that the lands and road dedications within the Licence Area are developed or serviced to any required standard for access or other uses.



- 8.3 Additional conditions of use are listed in **Schedule B**, attached hereto.
- 8.4 The Village retains the right to revoke any permission granted under this Licence at any time where it is found that the use is creating difficulties deemed unacceptable to the Village, including:
 - (a) Failure to respect restrictions on the Licence;
 - (b) Concerns with respect to public safety or regulatory infractions reported to the Village by regional, provincial or federal authorities.
- 9. **Licensee Contact** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent facilities. The following Operation Contact shall personally undertake to be responsible for the due observance of the rules and regulations governing the Licence Area and shall be the main liaison with the Village for purposes of the Operation.

Brian Cross, Owner
 [Redacted]
 Email: info@kmhbc.com
- 10. **Village Contact** - In the event that the Licensee needs to contact the Village during the hours of Operation, the Licensee shall contact the Village of Kaslo phone number at (250) 353-2311.
- 11. **Report of Damages, etc.** – The Licensee shall report any or all damages to Chief Administrative Officer at 250-353-2311.
- 12. **Non-exclusive Use** – The Licensee agrees that:
 - 12.1 The rights granted under this Agreement do not constitute any interest in the Licence Area or entitle the Licensee to exclusive possession of the Licence Area;
 - 12.2 The Licensee’s rights under this Agreement are at all times subject to the rights and interest of the Village as owner and possessor of the Licence Area.
- 13. **No Waste or Nuisance** – The Licensee will not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.
- 14. **Terms and Conditions** – The Licensee will comply with all the terms, conditions, rules or regulations that the Village may from time to time impose in respect of the use and administration of the Licence Area. The Licensee acknowledges that the fact that the Licence is granted by the Village does not excuse the Licensee from obtaining building permits, development permits, business licences and other required permissions.
- 15. **Compliance with Laws** – The Licensee will comply with all laws and regulations pertaining to its use and occupation of the Licence Area.
- 16. **Inspection by the Village** – The Village may review and inspect the Licence Area and the Operation which the Licensee is undertaking pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.
- 17. **No Transfer** – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.
- 18. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and the Village will not be liable in respect of any loss of life, personal injury, damage to property, loss of property or other loss or damage suffered by the Licensee, its contractors, subcontractors, agents, invitees, employees or any other person arising out of this Agreement or the use and occupation of the Licence Area except in the case of negligence or wilful act or omission by the Village, its employees, agents or invitees.
- 19. **Indemnity** – The Licensee will indemnify and save harmless the Village and its elected and appointed officials, officers, employees, agents and others from and against any claim, action, damage, liability, cost and expense in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage arising from this Licence or any occurrence on or around the Licence Area during the term of this Licence, or by use or occupancy of the Licence Area by the Licensee or any default of the Licensee under this Agreement or any wrongful act, omission or negligence of the Licensee or its officers, employees, contractors or agents for whom the Licensee is responsible save and except as may be caused by the negligence of other users of the Licensed Area or of the Village and its elected officials, employees and agents. This indemnity will survive the expiry or sooner termination of this Agreement.
- 20. **Release** – The Licensee hereby releases and forever discharges the Village, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown, at law or in equity, including without limitation any claim under the *Property Law Act* (collectively “Claims”), which the Licensee may have, sustain or suffer, as the case may be, now or in the future arising from the Works, other improvements in the Licence Area, the expiry or termination of this Licence, the exercise by the Village of any of its rights under this Licence or from or in any way connected with the Licensee’s use of the



Licence Area, except claims arising from the exclusive negligence of the Village.

21. Insurance – During the term of this Agreement, the Licensee will carry public liability insurance, in a form and with an insurer acceptable to the Village, insuring the Licensee and the Village under this Agreement in an amount not less than \$5,000,000.00 per occurrence, and any other type of insurance that the Village may reasonably require. The Licensee will provide the Village with proof of insurance at the time of execution of this Agreement and must ensure that the Village receives a copy of each insurance renewal certificate.

22. Cancellation and Early Termination – The Village may terminate this Licence, without cause and without notice, if the Licensee breaches any of the terms or conditions of this Licence and may enter into possession of the Licence Area and retain all monies received by the Village under this Licence and may recover all fees, costs, losses and damages due under this Agreement by suit or otherwise.

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

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

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

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

25. Severance – If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid

portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.

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

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

28. Reference – Every reference to a party is deemed to include the heirs, executors, administrators, successors, servants, employees, agents, contractors and officers of such party wherever the context so requires or allows.

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

30. General

31.1 This Agreement will bind and benefit each party to this Agreement, and its respective corporate successors;

31.2 The Schedules attached to this Agreement form part of this Agreement;

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

31.4 Time is of the essence of this Agreement;

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

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



LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

so require).

IN WITNESS WHEREOF the parties have executed this agreement on the ____ day of _____, 2024.

Village of Kaslo
by its authorized signatory

WITNESS

Name:

Name:

Title:

Date:

Kootenay Mountain Holidays Inc.
by its authorized signatory

WITNESS

Name:

Name:

Title:

Date:

DRAFT



Schedule A

The Licence Area of approximately 1100 m² is shown in orange on the map below'





Schedule B

CONDITIONS OF USE

- **The Village of Kaslo agrees that the storage shed may be placed on municipal lands.**
- **All material other than vehicles must be located within the storage shed, unless authorized in writing by the Village.**
- **Storage of material unrelated to the transport of guests or associated equipment is not permitted.**
- **The Village of Kaslo is not responsible for snow plowing. The Licensee must make private arrangements for winter access and snow removal.**

DRAFT



LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

BETWEEN:

VILLAGE OF KASLO, a municipal corporation having its office at
413 Fourth Street, PO Box 576
Kaslo, BC V0G 1M0

(the "Village")

OF THE FIRST PART

AND:

Tamarack Alpine Adventures Inc
o/a Powder Creek Lodge
PO Box 2200
Rossland, B.C. V0G 1Y0

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensee wishes to provide client parking on land owned by the Village of Kaslo; and
- B. The Village is prepared to grant the Licensee a Licence of Occupation for a term of one (1) year for the purposes of providing vehicle parking space on municipal land at the Kaslo Aerodrome.

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

1. **Grant** – The Village grants to the Licensee to enter onto the property shown on **Schedule "A"**, attached hereto (the "Licence Area") for the purposes of storing equipment on municipal land.
2. **Term** – The duration of this Agreement and Licence herein granted shall be for a term of one (1) year commencing December 1, 2024, unless earlier terminated in accordance with Section 22.
3. **Fees**
 - 3.1 The Licensee shall pay the Village the following fees:

Year	Fee
2024	\$795.00
 - 3.2 Unpaid fees will result in termination of the agreement.
4. **Hours of Operation** – The hours shall conform to Village Bylaws and other pertinent regulations.
5. **Keep Licenced Area Free and Clear/Care in Use** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent areas and shall personally undertake to be responsible for the due observance of the rules and regulations governing the use of the Licence Area.
6. **State of Licence Area at Termination** – In the event that this Agreement terminates or expires for any reason, the Licensee will cease all occupation of the Licence Area and will remove all equipment, chattels, fixtures and other improvements from the Licence Area. The Licensee will leave the Licence Area in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the Village may do so and recover the expense thereof from the Licensee. All improvements and fixtures remaining on the Licence Area become the sole property of the Village upon termination of this Agreement, without any compensation whatsoever to the Licensee.
7. **Licence Area – Improvements and Maintenance**
 - 7.1 No improvements (temporary or permanent) that require a Regional District of Central Kootenay Building Permit will be constructed within the Licence Area.
8. **Restrictions on Operations**
 - 8.1 Access to the licence area is not guaranteed during winter months.
 - 8.2 The Village makes no representations that the lands and road dedications within the licence area are developed or serviced to any required standard for access or other uses.



- 8.3 Additional conditions of use are listed in **Schedule B**, attached hereto.
- 8.4 The Village retains the right to revoke any permission granted under this policy at any time where it is found that the use is creating difficulties deemed unacceptable to the Village, including:
 - (a) Failure to respect restrictions on the Licence;
 - (b) Concerns with respect to public safety or regulatory infractions reported to the Village by regional, provincial or federal authorities.
- 9. **Licensee Contact** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent facilities. The following Operation Contact shall personally undertake to be responsible for the due observance of the rules and regulations governing the Licence Area and shall be the main liaison with the Village for purposes of the Operation.

John and Shelley Peachell, Owner
Phone: 250-921-4700
Email: info@powdercreekklodge.com
- 10. **Village Contact** - In the event that the Licensee needs to contact the Village during the hours of Operation, the Licensee shall contact the Village of Kaslo phone number at (250) 353-2311.
- 11. **Report of Damages, etc.** – The Licensee shall report any or all damages to Chief Administrative Officer at 250-353-2311.
- 12. **Non-exclusive Use** – The Licensee agrees that:
 - 12.1 The rights granted under this Agreement do not constitute any interest in the Licence Area or entitle the Licensee to exclusive possession of the Licence Area;
 - 12.2 The Licensee’s rights under this Agreement are at all times subject to the rights and interest of the Village as owner and possessor of the Licence Area.
- 13. **No Waste or Nuisance** – The Licensee will not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.
- 14. **Terms and Conditions** – The Licensee will comply with all the terms, conditions, rules or regulations that the Village may from time to time impose in respect of the use and administration of the Licence Area. The Licensee acknowledges that the fact that the Licence is granted by the Village does not excuse the Licensee from obtaining building permits, development permits, business licences and other required permissions.
- 15. **Compliance with Laws** – The Licensee will comply with all laws and regulations pertaining to its use and occupation of the Licence Area.
- 16. **Inspection by the Village** – The Village may review and inspect the Licence Area and the Operation which the Licensee is undertaking pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.
- 17. **No Transfer** – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.
- 18. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and the Village will not be liable in respect of any loss of life, personal injury, damage to property, loss of property or other loss or damage suffered by the Licensee, its contractors, subcontractors, agents, invitees, employees or any other person arising out of this Agreement or the use and occupation of the Licence Area except in the case of negligence or wilful act or omission by the Village, its employees, agents or invitees.
- 19. **Indemnity** – The Licensee will indemnify and save harmless the Village and its elected and appointed officials, officers, employees, agents and others from and against any claim, action, damage, liability, cost and expense in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage arising from this Licence or any occurrence on or around the Licence Area during the term of this Licence, or by use or occupancy of the Licence Area by the Licensee or any default of the Licensee under this Agreement or any wrongful act, omission or negligence of the Licensee or its officers, employees, contractors or agents for whom the Licensee is responsible save and except as may be caused by the negligence of other users of the Licensed Area or of the Village and its elected officials, employees and agents. This indemnity will survive the expiry or sooner termination of this Agreement.
- 20. **Release** – The Licensee hereby releases and forever discharges the Village, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown, at law or in equity, including without limitation any claim under the *Property Law Act* (collectively “Claims”), which the Licensee may have, sustain or suffer, as the case may be, now or in the future arising from the Works, other improvements in the Licence Area, the expiry or termination of this Licence, the exercise by the Village of any of its rights under this Licence or from or in any way connected with the Licensee’s use of the



Licence Area, except claims arising from the exclusive negligence of the Village.

21. **Insurance** – During the term of this Agreement, the Licensee will carry public liability insurance, in a form and with an insurer acceptable to the Village, insuring the Licensee and the Village under this Agreement in an amount not less than \$5,000,000.00 per occurrence, and any other type of insurance that the Village may reasonably require. The Licensee will provide the Village with proof of insurance at the time of execution of this Agreement and must ensure that the Village receives a copy of each insurance renewal certificate.
22. **Cancellation and Early Termination** – The Village may terminate this Licence, without cause and without notice, if the Licensee breaches any of the terms or conditions of this Licence and may enter into possession of the Licence Area and retain all monies received by the Village under this Licence and may recover all fees, costs, losses and damages due under this Agreement by suit or otherwise.
23. **Notices** – Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may provide in writing to the other pursuant to the provisions of this paragraph.
- All notices to the Village must be marked to the attention of the Corporate Officer.
- A notice will be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or 3 days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if delivered by hand or sent by facsimile transmission.
24. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the Village's rights and powers in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Licence Area, all of which may be fully and effectively exercised in relation to the Licence Area as if this Agreement had not been fully executed and delivered.

25. **Severance** – If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.
26. **Further Actions** – Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
27. **Waiver or Non-action** – Waiver by the Village of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.
28. **Reference** – Every reference to a party is deemed to include the heirs, executors, administrators, successors, servants, employees, agents, contractors and officers of such party wherever the context so requires or allows.
29. **Freedom of Information** – The Licensee acknowledges that the Village is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Village may be required by law to disclose information relating to the Licensee and this agreement.
30. **General**
- 31.1 This Agreement will bind and benefit each party to this Agreement, and its respective corporate successors;
- 31.2 The Schedules attached to this Agreement form part of this Agreement;
- 31.3 This Agreement constitutes the entire agreement between the parties and may not be amended except by agreement in writing signed by all parties to this Agreement;
- 31.4 Time is of the essence of this Agreement;
- 31.5 This Agreement must be construed according to the laws of the Province of British Columbia.

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



LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

IN WITNESS WHEREOF the parties have executed this agreement on the ____ day of _____, 2024.

Village of Kaslo
by its authorized signatory

WITNESS

Name:

Name:

Title:

Date:

Tamarack Alpine Adventures Inc
o/a Powder Creek Lodge
by its authorized signatory

WITNESS

Name:

Name:

Title:

Date:



Schedule A

The Licence Area of approximately 250 m² is shown in orange on the map below:





Schedule B

- The Village of Kaslo is not responsible for loss of or damage to any vehicles or equipment located in the Licence Area
- The Village of Kaslo does not provide snow clearing service for the Licence Area or its access routes. The Licencee is responsible for making private arrangements for snow removal. All snow plowing arrangements need to be approved in advance by the Village.
- No changes to the Licence Area are permitted without the written consent of the Village.
- A maximum of 18 vehicles will be parked in the Licence Area at any given time.
- All vehicles in the Licence Area will be insured.
- Vehicles will not be left in the Licence Area for more than 14 days.

DATE: November 20, 2024

FILE NUMBER: 2380-20

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Racquet Club Lease Renewal

1.0 PURPOSE

To consider renewing the Kaslo Racquet Club's lease of municipal lands on Arena Ave.

2.0 RECOMMENDATION

THAT public notice be given of the Village's intent to lease of a portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District, to the Kaslo Racquet Club for a five (5) year term from January 1, 2025 to December 31, 2029 for \$400 in the first year with 3% increases in each subsequent year.

3.0 BACKGROUND

The Kaslo Racquet Club (KRC) has leased the municipally owned tennis/pickleball courts next to the Kaslo Arena for a decade. Prior to 2015, the lease was in the name of the now-defunct Kaslo Tennis Club. In recent years, the KRC have secured grant funding to improve the condition of the courts, which they maintain for their members and guests. The current lease agreement will expire on December 31, 2024, and the KRC wishes to renew the lease for a further 5 year term. Public notice is required prior to the disposition of municipal lands.

4.0 DISCUSSION

The proposed lease agreement between the Village and the KRC covers the 5-year period from January 1, 2025, through December 31, 2029. The subject lands include the courts and some surrounding land. The KRC will assume responsibility for maintenance of the site and will manage access as they see fit. Any further development of the facilities during the term of the lease will require the prior written approval of the Village.

The proposed agreement follows the standard municipal lease template other than the language of section 17 – Environmental Matters is modified to clarify that the KRC is not responsible for contamination that occurred prior to their occupancy of the site.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Renew the lease.** *KRC will continue to manage the facility.*
2. Do not renew the lease. *KRC will not stop managing the facility and the courts could be closed or alternate arrangements for their continued operation could be developed with Council's direction.*
3. Refer to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The lease fee reflects the annual administration cost of the agreement, estimated at \$400 for 2024, with 3% increases in each subsequent year to account for inflation.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Notice of proposed disposition of municipal land, including disposition through lease agreements, must be given in accordance with section 26 of the *Community Charter*. The proposed disposition will be advertised in the November 28th edition of the Valley Voice as well as on the Village's website and bulletin boards at City Hall, once each week for two consecutive weeks, more than 7 days prior to the date when Council will finalize their decision, in accordance with section 94 of the *Community Charter*.

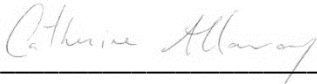
8.0 STRATEGIC PRIORITIES

Renewing the lease agreement with the KRC is a 4th Quarter 2024 strategic priority.

9.0 OTHER CONSIDERATIONS

Council has received correspondence from individuals dissatisfied with the KRC's management of the facility. Making changes to the existing lease arrangements has not been identified as Council priority at this time.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- DRAFT 2025-2029 KRC lease

CAO COMMENTS:

The recent capital upgrades that have occurred at the tennis & pickleball courts are remarkable, particularly as they are the result of volunteer efforts. The Kaslo Racquet Club sought grant funding and managed the projects through to completion, whereas the improvements simply wouldn't have occurred if it weren't for their vision, hard work, and commitment. Kaslo has a top-notch facility, run by Club members who are obviously passionate and dedicated. If Council is pleased with the level of service being provided in partnership with the Kaslo Racquet Club, then it ought to renew the Lease Agreement as recommended in this Staff Report.

Notwithstanding the improvements, it's recognized that there are members of the public who would like to see the courts unsecured and free of charge. These are topics which were discussed earlier this year at the Board level within the Kaslo Racquet Club. Upon review, the Board decided not to make any major changes to the way it provides the service. Unless Council has concern with the safety, security, or risks present at the courts, it should be cautious in considering whether to intervene. Moreover, the Village has not gathered any information to provide Council with alternate service delivery models, and doing so would require Council to revisit its strategic priorities for 2025. At this time, staff would recommend that Council maintain status quo with respect to service delivery through the Kaslo Racquet Club.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

November 20, 2024

Date

LEASE

THIS LEASE made the _____ day of _____, 20____.

UNDER THE LAND TRANSFER FORM ACT, PART 2**BETWEEN:****VILLAGE OF KASLO**

PO Box 576, Kaslo, BC, V0G 1M0

(the "**Landlord**")

OF THE FIRST PART

AND:**KASLO RACQUET CLUB**

PO Box 485, Kaslo, BC, V0G 1M0

(the "**Tenant**")

OF THE SECOND PART

WHEREAS the Landlord is the owner of the land herein;

AND WHEREAS the Tenant has requested and the Landlord has agreed to grant a lease in the following terms (the "**Lease**");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements of the Tenant and the Landlord in this Lease, the Tenant and the Landlord agree as follows:

1.0 Land

1.1 The Landlord leases to the Tenant the land described in Schedule "A" annexed to this Lease (the "**Land**") situate in Kaslo, British Columbia.

2.0 Term

2.1 For the term of five (5) years commencing on the 1st day of January, 2025, and ending on the 31st day of December, 2029 (the "**Term**").

3.0 Use

3.1 The Tenant shall use the Land for the purpose of tennis and pickleball activities and for no other purpose without the prior written consent of the Landlord.

4.0 Rent

4.1 The Tenant shall pay to the Landlord an annual rent of \$400 plus GST in the first year of the Term with 3% increases in each subsequent year for the balance of the Term, due and payable on the first day of each year in the Term.

4.2 The Tenant shall pay all rents and additional rents reserved under this Lease.

5.0 Taxes

5.1 The Tenant shall pay all taxes, rates, duties, and assessments whatsoever, whether municipal, provincial, federal, or otherwise, now charged or hereafter to be charged upon the Land, or upon the Tenant, on account thereof, except such taxes, rates, duties, and assessments which the Tenant is by law exempted from.

6.0 Utilities

6.1 The Tenant shall pay as they become due all charges for utilities used on the Land, including without limitation charges for all gas, oil, telephone, electricity and internet used on the Land.

7.0 Construction

7.1 The Tenant shall not construct, place or alter any buildings or structures on the Land, or any signs visible from the exterior of any building on the Land unless, prior to any construction or alteration, having first obtained the written consent of the Landlord, and any permits and inspections required by law.

7.2 Any construction, placement or alteration of buildings or structures on the Land shall be carried out at the cost of the Tenant.

8.0 Repair and Maintenance

8.1 The Tenant shall give immediate notice to the Landlord of any defect in any water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;

8.2 The Tenant shall repair and shall keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;

8.3 The Landlord may at all reasonable times without prior notice enter and view the state of repair of the Land and any buildings and structures on the Land and the Tenant will repair within thirty (30) days of receiving written notice any defect in water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings and structures on the Land;

8.4 Sections 8.2 and 8.3 shall not apply to reasonable wear and tear, or damage by any peril the risk of which has been insured against pursuant to section 12.2.

8.5 The Tenant shall at all times maintain the Land and any building or structure on the Land to an excellent standard of maintenance.

9.0 Assign or Sublet

9.1 The Tenant shall not assign nor sublet, licence, sub-licence or grant any other right or interest in the Land without prior written consent of the Landlord.

9.2 The Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

10.0 Nuisance

10.1 The Tenant shall not carry on or do or allow to be carried on or done on the Land anything that:

- (a) may be or become a nuisance to the Landlord or the public;
- (b) increases the hazard of fire or liability of any kind;
- (c) increases the premium rate of insurance against loss by fire or liability upon the Land or any building or structure on the Land;
- (d) invalidates any policy of insurance for the Land or any building or structure on the Land; or
- (e) directly or indirectly causes damage to the Land or any building or structure on the Land.

11.0 Regulations

11.1 The Tenant shall comply promptly at its own expense with all statutes, regulations, bylaws and other legal requirements (collectively, "**Laws**") of all federal, provincial or local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the

Tenant.

12.0 Insurance

- 12.1 The Tenant shall take out and maintain during the Term a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Land by the Tenant in the amount of not less than Three Million Dollars (\$3,000,000.00) per single occurrence or such greater amount as the Landlord may from time to time require, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies.
- 12.2 All policies of insurance required by this Lease shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice.
- 12.3 If the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand.
- 12.4 If both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

13.0 Indemnification

- 13.1 The Tenant shall indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use or occupation of the Land by the Tenant or the carrying on upon the Land of any activity in relation to the Tenant's use or occupation of the Land and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Land for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, or by reason of non-compliance by the Tenant with Laws or by reason of any defect in the Land, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease.
- 13.2 For the purposes of section 13.1, "Tenant" includes any assignee, sub-tenant, licensee or sub-licensee of the Tenant.

14.0 Builders Liens

- 14.1 The Tenant shall indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making

of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Land or any building or structure on the Land, and the Tenant shall promptly take all legal action necessary to cause any lien to be discharged. The Landlord shall be at liberty to file a notice of interest against title to the Land pursuant to the *Builders Lien Act*.

15.0 Possession

15.1 The Tenant shall upon the expiration or earlier termination of this Lease peaceably surrender and give up possession of the Land without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

16.0 Condition of Premises

16.1 The Tenant acknowledges that it has with due diligence investigated and satisfied itself with respect to the condition of the Land and its suitability for the uses permitted by this Lease, including without limitation with respect to its size, dimensions, state, condition, environmental condition or impact, presence or absence of any substances or conditions (whether hazardous or not), soil and water condition, usefulness, topography, legal access, services and zoning.

17.0 Environmental Matters

17.1 Definitions

For the purposes of this section 17.0:

- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, code of practice, and other lawful requirements of any government authority having jurisdiction over the Land now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity.

17.2 Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Land for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Land;
- (c) to promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit, report or test results relating to the Land conducted by or for the Tenant at any time;
- (d) to waive the requirement, if any, for the Landlord to provide a site profile for the Land under the *Environmental Management Act* or any regulations under that Act;
- (e) to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Land in strict confidence except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may not be unreasonably withheld;
- (f) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Land or any adjacent property that could contaminate the Land or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any government authority under Environmental Laws, to remove from the Land all Contaminants, and to remediate by removal any contamination of the Land or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Land by the Tenant or any person for whom it is in law responsible. The Tenant will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant will provide to the Landlord full information with respect to any remedial work performed under this sub-clause and will comply with the Landlord's requirements with respect to such work. The Tenant will use a qualified environmental consultant approved by the Landlord to perform the remediation and will obtain the written agreement of the consultant to the Landlord relying on its report. The Tenant will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable

government authorities in respect of the remediation as are required under Environmental Laws or by the Landlord, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Landlord. All such Contaminants will remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- (h) to indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Land and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section 17.0 by the Tenant; or
 - (ii) any release or alleged release of any Contaminants at or from the Land related to or as a result of the use and occupation of the Land or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this section 17.0 will survive the expiry or earlier termination of this Lease.

18.0 Quiet Enjoyment

18.1 The Landlord covenants with the Tenant for quiet enjoyment.

19.0 Termination and Re-entry

19.1 If the Tenant defaults in the payment of rent, or the payment of any other sum payable under this Lease, or fails to perform any covenant under this Lease and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may terminate this Lease and may re-enter the Land and the rights of the Tenant with respect to the Land shall lapse and be absolutely forfeited.

20.0 Forfeiture

20.1 The Landlord, by waiving or neglecting to enforce the right to termination and forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease.

21.0 Distress

21.1 If the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Land and any building or structure on the Land and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result.

22.0 Destruction

22.1 If the Land or any building or structure on the Land or any part of them are at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or tsunami:

(a) the rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Land or any building or structure on the Land has been rebuilt or made fit for the purpose of the Tenant; or

(b) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subparagraph (b), if the Tenant does not advise the Landlord concerning the Tenant's intention within thirty (30) days of the damage occurring, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement.

22.2 If the Tenant elects to undertake restoration, repair or replacement of damage referred to in section 22.1, the Tenant shall complete such restoration, repair or replacement within twelve (12) months of the damage occurring.

23.0 Fixtures

23.1 Unless the Tenant, upon notice from the Landlord, removes them, all buildings, structures or improvements constructed, placed or installed on the Land by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the termination or expiry of this Lease, become the sole property of the Landlord at no cost to the Landlord.

24.0 Holding Over

24.1 If the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month.

25.0 Landlord's Payments

25.1 If the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable or responsible under this Lease, then the Landlord may

add the cost or amount of the damage, loss, expense or payment to the rent and may recover the cost or amount as additional rent.

26.0 Landlord's Repairs

26.1 If the Tenant fails to repair or maintain the Land or any building or structure on the Land in accordance with this Lease, the Landlord, its agents, employees or contractors may, upon ninety-six (96) hours notice or without notice in the event of an emergency, enter the Land and any building or structure on the Land and make the required repairs or do the required maintenance and recover the cost from the Tenant.

26.2 In making the repairs or doing the maintenance under section 26.1, the Landlord may bring and leave upon the Land and any building or structure on the Land all necessary materials, tools and equipment, and the Landlord will not be liable to the Tenant for any inconvenience, annoyance, loss of business or injury suffered by the Tenant by reason of the Landlord effecting the repairs or maintenance.

27.0 Insolvency

27.1 If

- (a) the Term or any of the goods or chattels on the Land are at any time seized or taken in execution or attachment by any creditor of the Tenant;
- (b) a writ of execution issues against the goods or chattels of the Tenant;
- (c) the Tenant makes any assignment for the benefit of creditors;
- (d) the Tenant becomes insolvent;
- (e) the Tenant is an incorporated company or society and proceedings are begun to wind up the company or society; or
- (f) the Land or any part of it becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord;

the Term shall, at the option of the Landlord, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Land despite any other provision of this Lease.

27.2 If the Tenant becomes bankrupt this Lease shall terminate immediately without any further act or notice of the Landlord.

28.0 Removal of Goods

28.1 If the Tenant removes its goods and chattels from the Land, the Landlord may follow them for thirty (30) days.

29.0 Renewal

29.1 Upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Land containing agreed terms and conditions.

30.0 Time

30.1 Time is of the essence of this Lease.

Notices

30.2 Any notice required to be given under this Lease shall be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery, and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

Village of Kaslo
413 Fourth Street
PO Box 576
Kaslo, BC V0G 1M0

If to the Tenant:

Address:

Kaslo Racquet Club
PO Box 485
Kaslo, BC V0G 1M0

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it.

31.0 Fitness of Premises

31.1 The Landlord has made no representation or warranties as to the condition, fitness or nature of the Land and by executing this Lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have in that respect.

32.0 Net Lease

32.1 This Lease shall be a complete carefree net lease to the Landlord as applicable to the Land and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Land or any building or structure on the Land or the contents thereof except those mentioned in this Lease.

33.0 Binding Effect

33.1 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

34.0 Amendment

34.1 The parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

35.0 Law Applicable

35.1 This Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

36.0 Registration

36.1 Despite section 5 of the *Property Law Act*, the Landlord is not obligated to deliver this Lease to the Tenant in registrable form. The Tenant may, at its own expense, present to the Landlord for execution an instrument rendering this Lease registrable and register the same.

37.0 Interpretation

37.1 When the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

37.2 All provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

37.3 The headings to the clauses in this Lease have been inserted as a matter of

convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.

37.4 Unless expressly stated otherwise, any reference in this Lease to a requirement for the consent or permission of the Landlord is deemed to be a reference to the consent or permission of the Landlord granted or withheld in the Landlord's sole, arbitrary and unfettered discretion.

IN WITNESS WHEREOF the parties have executed this Lease on the _____ day of _____, 20____.

VILLAGE OF KASLO
by its authorized signatories

_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____

KASLO RACQUET CLUB
by its authorized signatories

_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____

SCHEDULE A

The portion of Block 22, Plan 9499, District Lot 209, Kootenay Land District outlined in blue on the map below:



DATE: November 20, 2024

FILE NUMBER: 2240-20

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Recycle BC Contract Renewal

1.0 PURPOSE

To seek Council's authorization to renew the contract between the Village and Recycle BC.

2.0 RECOMMENDATION

THAT the Corporate Officer be authorized to sign the updated Master Services Agreement between the Village of Kaslo and Recycle BC and the Statement of Work for Curbside Collection that will take effect January 1, 2025.

3.0 BACKGROUND

The Village (and other local governments in BC) receive funding from Recycle BC (formerly Multi-Material BC) to support residential recycling services. The arrangement between the parties is outlined in the Master Services Agreement (MSA) and supported by the Statement of Work (SOW) specific to curbside collection. The current Statement of Work (SOW) for curbside collection expires December 31, 2024. Recycle BC has reviewed the fee structure and consulted with stakeholders and presented updated agreements for signature by participating local governments. A Council resolution is required to authorize signing the updated documents.

4.0 DISCUSSION

The new rate structure will provide additional funding for each household served by curbside recycling collection in Kaslo, as well as increased amounts to offset the cost of public education. In addition to rate increases, there are some changes to the terms of the MSA and SOW, summarized in the attached document (note that only the Curbside SOW and MSA sections are applicable to Kaslo).

Because of the tight timelines involved in approving the new agreements, Recycle BC is willing to offer extensions to the current agreements. Either the new agreement, or an extension, must be signed by December 16th and the new rates will take effect January 1, 2025 in either case. If there is no extension or new agreement in place by December 12th, Recycle BC will cease the payment of incentives as of January 1, 2025.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Sign the agreement.** *The new agreement will be in place and the amounts received by the Village will be increased, as of January 1, 2025.*

2. Sign the extension. *The Village will continue to receive funding support for recycling collection, with the new rates taking effect January 1, 2025. The new agreement must be signed by May 1, 2025 to continue in the Recycle BC program.*
3. Do not sign the agreement. *The Village will not receive incentives from Recycle BC to support curbside collection of residential recyclables associated public education costs. All costs of providing the service will be borne by municipal taxpayers.*
4. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The proposed rate changes will result in approximately \$2,700 in additional revenue for the Village of Kaslo in 2025, based on current household counts. This information is summarized in the table below, with new rates and amounts indicated in bold:

INCENTIVE TYPE	HOUSEHOLD COUNT	CURRENT RATE/HH	NEW RATE/HH	DIFFERENCE
		CURRENT AMOUNT	NEW AMOUNT	
Curbside (Single Stream no Auto Cart)		\$38.80	\$42.60	\$3.80
	597	\$23,163.60	\$25,432.20	\$2,268.60
Resident Education		\$0.75	\$1.25	\$0.50
	597	\$447.75	\$746.25	\$298.50
Service Administration		\$3.50	\$3.75	\$0.25
	597	\$2,089.50	\$2,238.75	\$149.25
Total		\$43.05	\$47.60	\$4.55
	597	\$25,700.85	\$28,417.20	2,716.35

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

None to report

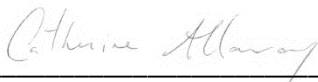
8.0 STRATEGIC PRIORITIES

Renewal of the Recycle BC agreement was identified by Council as a 4th Quarter 2024 priority.

9.0 OTHER CONSIDERATIONS

None to report

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Recycle BC Updated MSA – Kaslo
- Recycle BC Updated SOW (Curbside) – Kaslo
- Recycle BC SOW and MSA Significant Changes
- Renewing Collector Agreements presentation September 2024

CAO COMMENTS:

The proposed changes to fee structure do not raise any concerns for staff. Unless Council has concerns, it should proceed as recommended.

APPROVED FOR SUBMISSION TO COUNCIL:

A handwritten signature in blue ink, appearing to read 'R. Baker', written over a horizontal line.

Robert Baker, Chief Administrative Officer

November 20, 2024

Date

MASTER SERVICES AGREEMENT

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This Master Services Agreement (this “**Agreement**”) is entered into as of January 1, 2025 (“**Effective Date**”)

BETWEEN:

VILLAGE OF KASLO, having a place of business at 312 Fourth Street, Kaslo, BC V0G 1M0 (“**Contractor**”),

AND:

MMBC RECYCLING INC., a not-for-profit company incorporated under the *Canada Not-for-profit Corporations Act*, carrying on business as Recycle BC (“**Recycle BC**”).

RECITALS:

- A. WHEREAS Recycle BC represents companies and organizations (“**Producers**”) that supply products in packaging and printed paper to residents of British Columbia obligated under the *Recycling Regulation* (the “**Regulation**”) under the *Environmental Management Act* (British Columbia);
- B. WHEREAS Recycle BC developed the Packaging and Printed Paper Stewardship Plan;
- C. WHEREAS the Packaging and Printed Paper Stewardship Plan was approved by the Director, Waste Management, Environmental Standards Branch, Ministry of Environment on April 15, 2013;
- D. WHEREAS Recycle BC is meeting Producers’ obligations under the Regulation by implementing the Packaging and Printed Paper Stewardship Plan, including through this Agreement; and
- E. WHEREAS Recycle BC wishes to receive, and Contractor wishes to provide, the services set out in this Agreement, and the parties wish to foster dialogue and a good business relationship in carrying out such services.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recycle BC and Contractor agree as follows:

SECTION 1. INTERPRETATION

1.1. Definitions. In this Agreement, the following terms will have the following meanings:

“**Affiliate**” means any entity controlled by, controlling, or under common control with a party.

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

“**Applicable Law**” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

“**Business Continuity Plan**” has the meaning set out in Section 4.5.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“Change” has the meaning set out in Section 2.2.1.

“Change Proposal” has the meaning set out in Section 2.2.3.

“Change Response” has the meaning set out in Section 2.2.2.

“Change Request” has the meaning set out in Section 2.2.1.

“Confidential Information” means information of or relating to a party (the **“Disclosing Party”**) that has or will come into the possession or knowledge of the other party (the **“Receiving Party”**) whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, that: (a) where Recycle BC is the Disclosing Party, is any information of Recycle BC or relating to its business or affairs including technical, financial and business information, ideas, concepts or know-how, Services performance and Services delivery reporting information, and the terms of this Agreement; and (B) where Contractor is the Disclosing Party, is limited to financial information of Contractor. However, Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to Privacy Laws.

“Contractor” has the meaning set out on the first page of this Agreement.

“Designated Post-Collection Facility” means the facility at which Contractor delivers Contractor-collected Inbound Material to the Designated Post-Collection Service Provider.

“Designated Post-Collection Service Provider” means the entity, designated by Recycle BC, to receive Contractor-collected Inbound Material.

“Dispute” has the meaning set out in Section 14.1.

“Effective Date” has the meaning set out on the first page of this Agreement.

“Fees” has the meaning set out in Section 5.1.

“Flexible Plastics” means material listed in the “Flexible Plastics” category of the Materials List.

“Foam Packaging” means material listed in the “Foam Packaging” category of the Materials List.

“Force Majeure” has the meaning set out in Section 15.3.

“Glass Bottles and Jars” means material listed in the “Glass Bottles and Jars” category of the Materials List.

“Inbound Material” has the meaning set out in Schedule 4.2.

“Intellectual Property Rights” means inventions, patents, copyrights, trademarks, industrial designs, integrated circuit topography rights, know-how, trade secrets, Confidential Information, and any other intellectual property rights whether registered or unregistered, and including rights in any application for any of the foregoing.

“Key Personnel” has the meaning set out in Section 6.2.

“Labour Disruption” has the meaning set out in Section 4.6.2.

“Materials List” means Recycle BC’s list of accepted materials which is incorporated herein by reference and available here: <https://recyclebc.ca/what-can-i-recycle/>.

“Mixed Containers” means material listed in the “Plastic Containers”, “Cartons and Paper Cups”, “Aluminum Containers” and “Steel Containers” categories of the Materials List.

“Other Service Providers” has the meaning set out in Section 11.2.

“Packaging and Printed Paper” or **“PPP”** means Paper and Cardboard, Mixed Containers, Glass Bottles and Jars, Flexible Plastics and Foam Packaging.

“Paper and Cardboard” means material listed in the “Paper” and “Paper Packaging and Cardboard” categories of the Materials List.

“Privacy Laws” has the meaning set out in Section 9.4.

“Recycle BC” has the meaning set out on the first page of this Agreement.

“Recycle BC Policies and Standards” has the meaning set out in Section 4.2.

“Regulation” has the meaning set out on the first page of this Agreement.

“Representatives” has the meaning set out in Section 9.1.

“Service Level Failure” has the meaning set out in Section 4.4.2.

“Service Level Failure Credit” has the meaning set out in Schedule 4.4.

“Service Levels” has the meaning set out in Section 4.4.1.

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

“Statement of Work” or **“SOW”** means any statement of work attached hereto or as may from time to time be issued hereunder.

“Term” has the meaning set out in Section 3.1.

“Withheld Taxes” has the meaning set out in Section 5.5.

“Work Product” means the deliverables to be created or provided to Recycle BC by Contractor pursuant to any Statement of Work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by Contractor, Recycle BC, or Contractor and Recycle BC together.

1.2. Interpretation.

1.2.1. The terms ‘including’ and ‘includes’ are not terms of limitation.

1.2.2. Any capitalized term used in this Agreement that is not defined herein will have the generally accepted industry or technical meaning given to such term.

- 1.2.3. In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word “person” will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 1.2.4. The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- 1.2.5. Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- 1.2.6. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- 1.2.7. Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 1.3. Schedules. As of the Effective Date, the following Schedules form part of this Agreement (note that Schedule numbering is not sequential and is based on a related section reference):

Schedule	Description
Schedule 2.1(a)	– Statement of Work for Curbside Collection Services Provided by Local Government
Schedule 4.2	– Recycle BC Policies and Standards
Schedule 4.4	– Service Level Methodology
Schedule 12.1	– Insurance Requirements

- 1.4. Priority. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement, any Schedule that is not a Statement of Work, and any Statement of Work, the inconsistency will be resolved by reference to the following descending order of priority: (i) Section 1 through Section 15 of this Agreement; (ii) the Schedules annexed to this Agreement that are not Statements of Work; and (iii) the applicable Statement of Work, except to the extent a Statement of Work expressly states that it is intended to have priority over the main body of this Agreement or a Schedule referred to in subsection (ii), in which case the Statement of Work will have priority but solely with respect to such Statement of Work.

SECTION 2. SCOPE OF SERVICES

- 2.1. Services. Contractor will perform the services set out in each Statement of Work, including the delivery of any Work Product, and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the “**Services**”), all in accordance with the terms and conditions of this Agreement and the applicable Statement of Work, which shall be appended hereto as part of Schedule 2.1. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when mutually accepted and duly executed by both parties.
- 2.2. Changes.
 - 2.2.1. Recycle BC may, at any time and from time to time, request additions, deletions, amendments or any other changes to the Services set out in any Statement of Work or the manner in which such

Services shall be performed (a “**Change**”) by issuing a “**Change Request**”. Contractor acknowledges that Recycle BC may be dependent on Contractor for the provision of the Services and, accordingly, acknowledges and agrees that Contractor shall be required to make a good faith Change Proposal (as defined below).

- 2.2.2. Contractor will provide an initial response to any Change Request (a “**Change Response**”) within twenty (20) Business Days following receipt of such Change Request, such response to indicate whether Contractor is able to implement such Change Request. If is not technically possible for Contractor to implement the Change Request, the parties will, on Recycle BC’s request, meet to discuss, in good faith, whether it would be technically possible for Contractor to implement the Change Request.
- 2.2.3. Unless the parties have agreed that it would not be technically possible for Contractor to implement a Change Request, Contractor will provide a detailed proposal (a “**Change Proposal**”) within thirty (30) Business Days of providing the Change Response. Such Change Proposal must include details with respect to the implementation of the Change Request and details of any costs or other changes required to this Agreement or the applicable Statement of Work to comply with the Change Request.
- 2.2.4. Contractor may, at any time and from time to time, request a Change by delivering a Change Proposal (which proposal may be in the form of a business case) to Recycle BC.
- 2.2.5. If Recycle BC, in its sole discretion, accepts a Change Proposal, an authorized Recycle BC representative will provide Contractor with written approval of Recycle BC’s acceptance in the form of an executed change order. If Recycle BC does not accept a Change Proposal, the parties will, on Recycle BC’s request, negotiate in good faith the terms pursuant to which the parties may agree to implement the proposed Change. For the avoidance of doubt, Contractor will not implement any Change to any Statement of Work without Recycle BC’s prior written approval.
- 2.2.6. Contractor will make requested Changes at no additional charge to Recycle BC unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with Recycle BC, including that Contractor will make available to Recycle BC all supporting information and documentation reasonably requested by Recycle BC that relates to the pricing of the proposed Change.
- 2.3. Non-Exclusive. Neither this Agreement nor any Statement of Work will grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section, in the applicable Statement of Work (and in no event will the scope of such exclusivity extend beyond the scope of Services under such Statement of Work).

SECTION 3. DURATION

- 3.1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until the expiration or termination of the last Statement of Work under this Agreement (the “**Term**”).
- 3.2. Term of Statement of Work. Each Statement of Work will set out the term of the Statement of Work and any terms and conditions relating to the renewal of the Statement of Work.

SECTION 4. SERVICE STANDARDS

- 4.1. Performance. Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in the applicable jurisdiction, in a timely manner and in accordance with the terms and conditions of

this Agreement and any Statement of Work, having regard for the concerns, needs, and interests of residents and the environment. Except where otherwise set out in the Agreement, all weighing and measurement to be performed by Contractor will be made in accordance with the Recycle BC Policies and Standards on weights and measurements identified in Schedule 4.2.

4.2. Contractor to Comply with Recycle BC Policies and Standards. Contractor will comply at all times with all terms and requirements set out in the policies and standards set out in Schedule 4.2, as such policies and standards may be updated by Recycle BC from time to time, and such other policies and standards that Recycle BC brings to the attention of Contractor from time to time (collectively, "**Recycle BC Policies and Standards**"). Notice of updating of, or new, Recycle BC Policies and Standards may be made by Recycle BC by e-mail to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new Recycle BC Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.4 for the implementation of the updated or new Recycle BC Policies and Standards; provided that Contractor must make any such request within thirty (30) days of Recycle BC providing notice of the updated or new Recycle BC Policies and Standards.

4.3. Compliance with Law. Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:

- (a) the *Employment Standards Act* (British Columbia);
- (b) the *Workers' Compensation Act of the Province* (British Columbia) and the *Occupational Health and Safety Regulations* thereunder;
- (c) the *Environmental Management Act* (British Columbia); and
- (d) the *Waste Management Act* (British Columbia).

4.4. Service Levels.

4.4.1. Contractor will continuously monitor each Service in order to identify, measure and report and correct problems and to ensure that Contractor is meeting or exceeding the following service levels (the "**Service Levels**"):

- (a) all service levels set out in this Agreement, including in the applicable Statement of Work; and
- (b) if no service level is provided for a Service or component thereof, all performance levels and measurements for such Service or component that are industry best practices,

provided that in the event of a conflict between any service levels, the highest service level standard will apply. Contractor will notify Recycle BC in writing immediately if Contractor knows that Contractor has failed, or believes Contractor will fail, to achieve a Service Level.

4.4.2. Contractor recognizes that Contractor's failure to meet a Service Level (each such failure a "**Service Level Failure**") will have a material adverse impact on the business and operations of Recycle BC and that damages resulting from a Service Level Failure may not be capable of precise determination. As such (and without limiting Recycle BC's rights or remedies), Recycle BC will be entitled to any express remedies for Service Level Failures that may be set out in Schedule 4.4 or the applicable Statement of Work. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Schedule 4.4 or in a Statement of Work.

- 4.4.3. In the event of a Service Level Failure in respect of a Service Level expressly set out in a Statement of Work, Contractor will credit to Recycle BC the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate Recycle BC in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Failure Credits are only partial compensation for the damage that may be suffered by Recycle BC as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement Recycle BC may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regard-less of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by Recycle BC).
- 4.4.4. Upon Recycle BC's request, and in any event at least once per year, Recycle BC will meet with Contractor (which meeting may be in person or by phone as determined by Recycle BC) to review and discuss Contractor's performance level of the Services and Service Levels.
- 4.5. Contingency Planning. Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in Recycle BC's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "**Business Continuity Plan**"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. Recycle BC will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure, that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of Recycle BC. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat Recycle BC and the Services no less favourably than: (i) where Contractor is a local government, any other non-essential services it provides, or (ii) where Contractor is not a local government, any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.
- 4.6. Labour Disruption.
- 4.6.1. Contractor will provide Recycle BC with at least thirty (30) days prior written notice of the expirations of any labour agreement and, as soon as reasonably possible after providing such notice, Contractor will provide an assessment of the likelihood of a Labour Disruption (as defined below) in connection with the expiry of such labour agreement.
- 4.6.2. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform Recycle BC within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
- 4.6.3. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat Recycle BC no less favourably than any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to

provide temporary drop-off sites in respect of its other collection services, then Contractor will also propose to provide such sites in respect of the Services hereunder).

- 4.6.4. Recycle BC will have the right to make a proportionate reduction to any Fees to reflect the value of any Services not received by Recycle BC due to a Labour Disruption.
- 4.6.5. In the event that a Labour Disruption lasts more than three (3) collection cycles (i.e. bi-weekly), and for so long as the Labour Disruption continues, Recycle BC will have the right to suspend payment of Fees (defined below) and terminate this Agreement or any Statements of Work, for cause, immediately upon delivery of written notice of termination by Recycle BC to Contractor.

SECTION 5. PAYMENT

- 5.1. Fees. In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, Recycle BC will pay Contractor the amounts set forth in any Statement of Work (the "**Fees**"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by Recycle BC to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment or facilities relating to the Services or this Agreement.
- 5.2. Set-Off. Recycle BC may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to Recycle BC pursuant to this Agreement or any other agreement between Contractor and Recycle BC that deals with the Services, including any Service Level Failure Credits; and (b) any costs incurred by Recycle BC in collecting any amounts owing by Contractor to Recycle BC pursuant to this Agreement or any other agreement between the parties that deals with the Services. The failure by Recycle BC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Recycle BC's right to set-off, deduct or collect such amount.
- 5.3. Invoicing.
 - 5.3.1. Unless otherwise set out in a Statement of Work, Contractor will submit claims using the Recycle BC claims reporting portal, or through such other method as Recycle BC may designate. Recycle BC will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
 - 5.3.2. After receipt of a purchase order from Recycle BC, Contractor will invoice Recycle BC for the validated claim, with reference to the issued purchase order; provided that Recycle BC may, in its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).
 - 5.3.3. Where applicable as may be set out in a Statement of Work, Contractor must submit all claims within thirty (30) days of the performance of the applicable Services, and all invoices (where required to be submitted by Recycle BC) within thirty (30) days of the purchase order date. In no event will Recycle BC be liable for payment of any claim submitted more than ninety (90) days after the performance of the applicable Services, or payment of any invoice submitted more than ninety (90) days after the purchase order date.
- 5.4. Taxes. Except where otherwise noted, the Fees exclude all applicable sales, goods and services, value added, use or other commodity taxes that may be lawfully imposed upon the Services; where Contractor clearly and separately itemizes such taxes on Contractor's invoice to Recycle BC, Recycle BC will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to Recycle BC to challenge the validity of

any tax imposed on it due to this Agreement. If it is determined that Recycle BC paid Contractor an amount for tax that was not due, Contractor will refund the amount to Recycle BC. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.

- 5.5. Withholding Taxes. Recycle BC may deduct or withhold from any payment(s) made to Contractor any amount that Recycle BC is required to deduct or withhold in accordance with Applicable Law, including administrative practice (“**Withheld Taxes**”) and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by Recycle BC.
- 5.6. Payment. Subject to the terms and conditions of this Agreement and any Statement of Work, Recycle BC will pay Contractor, via electronic funds transfer, the undisputed Fees for the Services within thirty (30) days of the purchase order date. Contractor will provide Recycle BC with complete and accurate billing and contact information, including all information required by Recycle BC to effect electronic funds transfers and a billing email address to which Recycle BC may send submission reports and purchase orders. Contractor will promptly provide Recycle BC with any updates to such billing and contact information.
- 5.7. No Volume Commitment. Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that Recycle BC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

- 6.1. Suitable Personnel. Upon Recycle BC’s request, Contractor will promptly investigate any written complaint from Recycle BC regarding any unsatisfactory performance by any of Contractor’s personnel (including employees of a subcontractor or agent) and take immediate corrective action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, Recycle BC may require that such person be removed from all performance of additional work for Recycle BC. Removal of such person will be addressed by Contractor immediately.
- 6.2. Key Personnel. During the term of each Statement of Work, Contractor will not remove any of the persons identified as “**Key Personnel**” in such Statement of Work (or their replacements) except (a) for cause or (b) if such person is replaced at the time of removal by personnel approved in advance by Recycle BC acting reasonably, it being understood that any such replacement shall have applicable ability, experience and expertise equal to or greater than the person being replaced. If any Key Personnel (or their replacement) ceases to serve in the applicable role for any reason whatsoever, Contractor shall (i) notify Recycle BC in writing within five (5) Business Days and (ii) use commercially reasonable efforts to replace such person with personnel approved in advance by Recycle BC acting reasonably, and shall provide Recycle BC with the updated contact information as soon as it is available, it being understood that any such replacement shall have applicable ability, experience and expertise equal to or greater than the person being replaced.
- 6.3. Subcontracting. Contractor will not delegate or subcontract all or any part of Contractor’s obligations under this Agreement to anyone without the prior written consent of Recycle BC (not to be unreasonably withheld), including that Recycle BC’s prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor’s obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or subcontractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

- 7.1. Record Keeping. During the Term and thereafter until the later of three (3) years (or such longer period as may be required by Applicable Law) or the date all Disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by Recycle BC hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
- 7.2. Reporting. In addition to any other reporting obligations under this Agreement or a Statement of Work, Contractor will provide the following reporting to Recycle BC:
- (a) at least quarterly (or such other period as may be set out in a Statement of Work), Contractor will report, through Recycle BC's claims reporting portal, or through such other method as Recycle BC may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites, amount, type, or weight of materials and service dates;
 - (b) upon such frequency as Recycle BC may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit Recycle BC to monitor and manage Contractor's performance; and
 - (c) such additional reports as Recycle BC may reasonably identify from time to time to be generated and delivered by Contractor on an ad-hoc or periodic basis.
- 7.3. Audit.
- 7.3.1. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Recycle BC (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that Recycle BC (or its audit representative) may conduct a financial audit to verify the amounts paid or payable by Recycle BC hereunder. If any audit reveals that Recycle BC has been overbilled, Contractor will reimburse the overcharged amount to Recycle BC. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of Recycle BC's costs in relation to such audit.
- 7.3.2. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by Recycle BC (or its audit representative) upon Recycle BC's request.
- 7.3.3. Without limiting any other audit right, during the Term, Recycle BC (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4. Contractor will co-operate with and provide to Recycle BC (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all subcontractors to enable Recycle BC

(or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

- 8.1. Contractor Representations and Warranties. Contractor represents and warrants to and covenants with Recycle BC that:
- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
 - (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms;
 - (c) this Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
 - (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Services;
 - (e) the representations, warranties, covenants, claims, inducements, and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection fee; and
 - (f) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of Recycle BC in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions, payments, kickbacks, gifts, entertainment or other inducements to any employee or agent of Recycle BC.

SECTION 9. CONFIDENTIALITY

- 9.1. Confidentiality Covenant. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.
- 9.2. Legal Requirement. Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

- 9.3. Return of Confidential Information. Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- 9.4. Privacy Laws. Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy (“**Privacy Laws**”) in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (c) in a manner that enables Recycle BC to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and Recycle BC to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify Recycle BC of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of Recycle BC that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify Recycle BC if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

- 10.1. Ownership. Except as otherwise specifically provided in any Statement of Work, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein, will be owned by Recycle BC; accordingly, Contractor will assign and hereby assigns to Recycle BC all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable license to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of Recycle BC, its successors and assigns of any and all moral rights arising under the *Copyright Act (Canada)* as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products. Notwithstanding the foregoing, Recycle BC shall not acquire any Intellectual Property Rights with respect to Contractor’s tools, equipment, methodologies, questionnaires, responses, and proprietary research and data, as well as any and all computer software, code or codes and technology, used by Contractor in connection with the provision of the Services under this Agreement that is created or acquired prior to the Effective Date or otherwise created or acquired independent of the Services (“**Contractor Background IP**”). Contractor hereby grants to Recycle BC a perpetual, worldwide, fully-paid, and sub-licensable license to the Contractor Background IP as necessary for Recycle BC to exercise its rights in and to the Work Product and otherwise use the Services and obtain the rights granted to Recycle BC under this Agreement. All Work Product in the possession of Contractor will be promptly delivered to Recycle BC following termination of this Agreement or at such other time as Recycle BC may reasonably request.

SECTION 11. INDEMNITY

- 11.1. Indemnity. Contractor will indemnify and save harmless Recycle BC, its Affiliates, and their respective directors, officers, contractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom the Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including those arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party’s right, including any Intellectual Property Right.

11.2. Available Remedies. If Contractor sustains damage in the course of performing the Services that is caused by another contractor of Recycle BC with whom Contractor is obligated under this Agreement to interact with directly (an “**Other Service Provider**”), Recycle BC will, upon Contractor’s reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor’s benefit, such contractual remedies of indemnification or receipt of Service Level Failure Credits as Recycle BC may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

SECTION 12. INSURANCE AND PERFORMANCE BOND

12.1. Insurance. During the Term, and for any additional period following the end of the Term set out in Schedule 12.1, Contractor will have and maintain in force in Canada, and will cause it subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Schedule 12.1, and Contractor will (and will cause its subcontractors to) otherwise comply with the provisions of Schedule 12.1. Failure to secure or maintain such insurance coverage, or the failure to comply fully with any of Schedule 12.1 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 Contractor are intended to and will not in any manner limit the liabilities and obligations assumed by Contractor under this Agreement.

12.2. Performance Bond. Contractor will comply with any performance bond requirements that may be set out in a Statement of Work.

SECTION 13. TERMINATION

13.1. Termination for Convenience. Either party may, at any time and without cause, terminate this Agreement or any Statements of Work for convenience upon giving the other party one hundred eighty (180) days’ prior written notice (or such shorter amount of notice as mutually agreed in writing by the parties).

13.2. Termination by Recycle BC for Cause. Recycle BC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:

- (a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor’s consent, if Contractor assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;
- (b) Contractor commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receipt of notice thereof from Recycle BC;
- (c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven (7) days, unless this is a result of a Labour Disruption or Force Majeure as per Section 4.6;
- (d) Contractor’s performance creates a hazard to public health or safety or to the environment;
- (e) Contractor is assessed five separate Service Level Failure Credits during any rolling six (6) month period; or
- (f) any other termination right described in this Agreement or a Statement of Work is triggered.

- 13.3. Termination by Contractor for Cause. Contractor may elect to terminate this Agreement or any Statement of Work by providing written notice of such termination, effective immediately, to Recycle BC in the event that Recycle BC fails to pay undisputed Fees, as they become due, in the preceding three months and Recycle BC does not cure such non-payment within sixty (60) days of receipt of notice thereof from Contractor.
- 13.4. Change in Applicable Law. Recycle BC may elect to terminate this Agreement or any Statement of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to Recycle BC or the Services, including if there is a material change to an approved plan under the Regulation or if any new plan (whether submitted by Recycle BC or any other person) is approved thereunder.
- 13.5. Disruption of Service. The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by Recycle BC for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.
- 13.6. Termination Obligations and Assistance. Upon termination or expiration of this Agreement, Contractor will cooperate with Recycle BC to ensure the orderly wind down of the Services including, if requested by Recycle BC, continuing to provide such Services as are necessary to ensure an orderly transfer of the Services following termination of this Agreement on terms and conditions acceptable to each of the parties acting reasonably. Upon receipt of a notice of termination by either party under this Section 13 (Termination), Contractor will prepare its statement of account on the basis of the effective date of termination specified in the notice, and immediately return all Work Product to Recycle BC, whether completed or not.
- 13.7. Survival. The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 9 (Confidentiality), Section 11 (Indemnity), Section 12 (Insurance and Performance Bond), Section 14 (Dispute Resolution) and Section 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

SECTION 14. DISPUTE RESOLUTION

- 14.1. Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between Recycle BC and Contractor will be addressed as follows:
- (a) The parties will first attempt to resolve the Dispute through representatives from each of Recycle BC and Contractor who work most closely with each other on related matters, within fifteen (15) days after written notice of the Dispute was first given, or as otherwise agreed upon.
 - (b) If the Dispute is not resolved in accordance with Section 14.1(a), either party may escalate the Dispute to the senior Recycle BC and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further fifteen (15) days, or as otherwise agreed upon.
 - (c) If the Dispute is not resolved in accordance with Section 14.1(b), then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator

jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within forty-five (45) days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.

- (d) If the Dispute is not resolved in accordance with Section 14.1(c) unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Vancouver in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against Recycle BC and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
- (e) Notwithstanding anything to the contrary in this Section 14.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia for such purpose.

SECTION 15. GENERAL PROVISIONS

- 15.1. Relationship of the Parties. It is acknowledged by the parties hereto that the Contractor is being retained by Recycle BC in the capacity of independent contractor and not as an employee of Recycle BC. The Contractor and Recycle BC acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not be considered employees or agents of Recycle BC for any purpose.
- 15.2. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that Recycle BC may assign this Agreement without Contractor's consent to a person with an approved plan under the Regulation, or who otherwise has obligations similar to those of Recycle BC or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of Recycle BC. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section 15.2.
- 15.3. Force Majeure. Neither party to this Agreement or any Statement of Work will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to an act of God, natural disaster, earthquake, fire, flood, war, riot, civil disturbance, epidemic, prolonged power failure or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement or any Statement of Work. If Contractor's failure or delay in fulfilling its obligations under this Agreement due to a Force Majeure Event exceeds [30] days, then Recycle BC may immediately terminate this Agreement in whole or in part by giving written notice of termination.
- 15.4. Governing Law. This Agreement and any Statement of Work will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable

therein without regard to conflicts of law that would apply a different body of law. Subject to Section 14 (Dispute Resolution), the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement, any Statement of Work or the performance of the obligations hereunder.

- 15.5. Notices. All notices, requests, demands or other communications given by one party to the other party, will be in writing, in the English language, and will be deemed duly given (i) when delivered by hand; (ii) by e-mail (with receipt confirmed), (iii), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:

Village of Kaslo
312 Fourth Street
Kaslo, BC V0G 1M0

E-mail: allaway@kaslo.ca

Attention: Catherine Allaway

To Recycle BC:

MMBC Recycling Inc.
405-221 West Esplanade
North Vancouver, BC V7M 3J3

E-mail: agreements@recyclebc.ca

Attention: Director, Collection Recycle BC

or to such other address as may be designated by notice given by either party to the other.

- 15.6. Further Assurances. The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
- 15.7. No Publicity. Contractor will not use the name or trademarks of Recycle BC nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or Recycle BC, unless it has obtained Recycle BC's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).
- 15.8. Timing. Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 15.9. Severability. If any provision, or portion thereof, of this Agreement or any Statement of Work is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement or any Statement of Work, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

- 15.10. Waiver. A waiver of any provision of this Agreement or any Statement of Work will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. No omission, delay or failure to exercise any right or power, or any waiver by either party of any breach or default, whether expressed or implied, or any failure to insist on strict compliance with any provision of this Agreement, will be a waiver of any other provision. Any waiver of any provision or breach of this Agreement will not be a continuing waiver unless otherwise stated.
- 15.11. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work will preclude any other or further exercise of any other right or remedy in this Agreement or any Statement of Work or as provided at law or in equity. Rights and remedies provided in this Agreement or any Statement of Work are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 15.12. Amendment. This Agreement or any Statement of Work may only be amended by written agreement duly executed by authorized representatives of the parties.
- 15.13. Entire Agreement. This Agreement, including all Schedules hereto, and any Statement of Work will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Contractor accompanying a Statement of Work, an invoice or otherwise is for Contractor's internal use only and its terms will not alter or amend the terms of this Agreement.
- 15.14. Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement or any Statement of Work by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement or the Statement of Work by such party.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

VILLAGE OF KASLO

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

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

SCHEDULE 4.2 RECYCLE BC POLICIES AND STANDARDS

As of the Effective Date, the following are Recycle BC Policies and Standards:

1. Recycle BC's Weight and Measurement Standards, a copy of which is set out below:

Recycle BC requires that materials collected by Contractor in connection with the Services ("**Inbound Material**") be weighed, and that accurate weights be reported to Recycle BC.

Weight is defined by Recycle BC as the following:

"Gross Weight" means the weight of the truck or container plus its contents, measured in kilograms unless otherwise noted.

"Tare Weight" means the weight of the empty truck, container or equipment without its contents, measured in kilograms unless otherwise noted.

"Net Weight" means the weight of the contents of the container or truck, calculated as Gross Weight minus Tare Weight, measured in kilograms unless otherwise noted.

The following equation must always be true.

$$\text{Net Weight} = \text{Gross Weight} - \text{Tare Weight}$$

Measurement Canada has produced a comprehensive guide on taking and recording weights, available at <http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/lm00205.html>.

Contractor Responsibilities

All loads must be documented in a manner specified by Recycle BC, as amended by Recycle BC from time to time, including a certified scale ticket. The certified scale ticket may be provided by the Designated Post-Collection Service Provider to the Contractor if the weighing is performed by the Post-Collection Service Provider. If the Contractor is performing the actual weighing, the Post-Collection Service Provider responsibilities noted below must be followed by the Contractor.

Contractors are to maintain the following Net Weight records and provide upon request to Recycle BC:

- Curbside Collection: Tonnage of Inbound Material by collection date and individual truck number
- Multi-Family Building Collection: Tonnage of Inbound Material by collection date and individual truck number
- Depot Collection: Tonnage of Inbound Material by each container type, material category, and by the date on which the Designated Post-Collection Service Provider removed the PPP from the depot

SCHEDULE 4.4
SERVICE LEVEL METHODOLOGY

1. Contractor will measure and record all data reasonably required by Recycle BC to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of the Agreement. Upon request, and upon such frequency as Recycle BC may indicate (which may not be more frequently than monthly), Contractor will deliver to Recycle BC a report, in a form and format approved by Recycle BC, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.

**SCHEDULE 12.1
INSURANCE REQUIREMENTS**

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the Agreement is as follows:
 - (a) Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence with a deductible not exceeding \$100,000 per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial Comprehensive General Liability insurance was purchased for same and as if Recycle BC were included in such policy as an additional insured) or, where Contractor is unable to obtain a deductible not exceeding \$100,000 per occurrence, Recycle BC may, in its sole discretion approve a higher deductible amount;
 - (b) Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
 - (c) Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including, in all cases, British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel; and
 - (d) Such other insurance coverage as may be set out in a Statement of Work.
2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in Recycle BC's sole discretion).
3. **Recycle BC as Additional Insured.** Contractor will add Recycle BC as an additional insured on its Comprehensive General Liability policy with the following language: "MMBC Recycling Inc. and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as additional insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."
4. **Evidence of Insurance.** Contractor will cause its insurers to issue to Recycle BC certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Where Contractor is a local government and opts to self-insure pursuant to Section 1(a), Contractor will provide a written attestation stating and evidencing such self-insurance (including evidence of authority and financial ability to self-insure), in a form acceptable to Recycle BC, on the Effective Date and once each calendar year thereafter.
5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without Recycle BC's prior written consent. Contractor will provide not less than thirty (30) days' notice to Recycle BC prior to any material change to its insurance coverage or to its insurer.

6. **Coverage Details.** The insurance coverages under which Recycle BC is named as additional insured will be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance that may be maintained by Recycle BC. All coverage required by this Agreement will, where allowed by Applicable Law, include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding Recycle BC.
7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of the Agreement and Schedule 12.1, beyond the end of the Term for an additional 2 years thereafter.

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

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between Village of Kaslo (“**Contractor**”) and MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) made as of January 1, 2025 (the “**Agreement**”). The effective date of this Statement of Work (the “**SOW Effective Date**”) is January 1, 2025.

SECTION 1. Interpretation

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

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

“**Claim Information**” has the meaning set out in Section 3.3.2.

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

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

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

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

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

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

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

“**Determined ICI Amount**” has the meaning set out in Section 2.1.1.

“**Hazardous Waste**” means any waste that may pose a risk to health, safety or the environment if not properly managed, including materials that are corrosive, reactive, toxic, leachable or ignitable (e.g. used oil, paint, pesticides, batteries, chemicals).

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

“**Industrial, Commercial and Institutional**” or “**ICI**” means any operation or facility other than a residential premises as defined in the Regulation, including industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community

buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

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

“Multi-Family Building Collection” has the meaning set out in Section 2.1.7.

“Multi-Stream” means In-Scope PPP collected as segregated material categories. These categories may include Paper and Cardboard and Mixed Containers, with each category stream collected and maintained separate from each other.

“Not Accepted Materials” means, collectively, any material that is not PPP.

“Old Corrugated Cardboard” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards. For clarity, waxed or coated old corrugated cardboard is excluded from this definition.

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

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

“Reduced Split Weighing” means a method whereby a subset of randomly selected collection vehicles of a Multi-Stream Contractor have each material category compartment weighed separately, and the results are extrapolated to calculate the split between the material categories on the remainder of the Contractor’s collection vehicles on a monthly basis, therefore eliminating the need for all collection vehicles to weigh each compartment individually.

“Resident Education Top Up” means a top up amount paid by Recycle BC to Contractor for the purposes of promotion, education and outreach programs in connection with PPP.

“Service Administration Top Up” means an amount paid by Recycle BC to Contractor for the purposes of administrative expenses associated with PPP program coordination, including office staff, data analysis and reconciliation, correspondence, office rent and office equipment.

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

“Service Commencement Date” means January 1, 2025.

“Single-Stream” means In-Scope PPP collected as comingled material categories. These categories may include Paper and Cardboard and Mixed Containers, collected together in the same Collection Container.

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

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

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

“Transition and Implementation Plan” has the meaning set out in Section 2.4.

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

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

SECTION 2. Services

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

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

2.1.1 Service Area.

- (a) Notwithstanding the Curbside Household Baseline and subject to Section 2.1.2(i), Contractor is obligated to provide Curbside Collection from all Curbside Households in the Service Area.
- (b) Changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the Agreement.
- (c) Recycle BC may, in its sole discretion, approve Contractor to collect In-Scope PPP from a limited number of ICI locations. Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time, in its sole discretion, to revoke its approval of any ICI locations.
- (d) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, in its sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in the Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the “**Determined ICI Amount**”). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider or Recycle BC in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

- (a) Subject to the right of Contractor to reject In-Scope PPP that is not properly set out and subject to Section 2.1.4(d) and Section 2.1.4(f), Contractor will collect all In-Scope PPP from all Customers that is placed in Collection Containers or Customer-owned Collection Containers.
- (b) Where Contractor uses Collection Containers other than automated carts, Contractor will collect Old Corrugated Cardboard that is flattened and stacked by the Customer’s Collection Container (or stacked alone if no Collection Container

is present). Contractor will specify the appropriate measurements and size of flattened cardboard.

- (c) Materials collected by Contractor may not contain more than 5% by weight of Not Accepted Materials. Loads exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (d) Materials collected by Contractor may not contain (i) any packaging containing Hazardous Waste; (ii) Foam Packaging; or (iii) Flexible Plastics.
- (e) If Contractor collects In-Scope PPP in Multi-Stream, Contractor must ensure that:
 - (i) loads of Paper and Cardboard do not contain more than 1% by weight of Mixed Containers; and
 - (ii) loads of Mixed Containers do not contain more than 3% by weight of Paper and Cardboard.
- (f) Contractor must ensure that loads of Paper and Cardboard and Mixed Containers (whether collected in a Single-Stream or a Multi-Stream) do not contain more than 3% by weight of Glass Bottles and Jars.
- (g) If Contractor collects segregated Flexible Plastics from other In-Scope PPP, Contractor must ensure that the loads of Flexible Plastics do not contain more than 5% by weight of Paper and Cardboard, Mixed Containers or Glass Bottles and Jars.
- (h) Contractor must ensure that loads of Glass Bottles and Jars do not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Glass Bottles and Jars exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (i) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.
- (j) Recycle BC will work collaboratively with Contractor to provide assistance and direction to support Contractor in ensuring that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, with the ultimate goal of continuous improvement.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers. Where Contractor uses automated carts as the Collection Container,

the quantity of material collected may be limited to what can reasonably fit inside the Collection Container.

- (b) In accordance with Section 2.1.2(a) and Section 2.1.2(b), Contractor will pick up In-Scope PPP placed by Customers at the Curb along the collection vehicle route, which may be a Public Road or a Private Road.
- (c) Subject to Section 2.1.3(e), Contractor will perform Curbside Collection from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than every two weeks.
- (d) Contractor may, in its sole discretion, provide a service to assist applicable Customers to carry or roll their Collection Containers to the Curb if they have demonstrated a medical need to Contractor in accordance with procedures determined and implemented by Contractor and reviewed and approved by Recycle BC.
- (e) If Contractor collects either Flexible Plastics or Glass Bottles and Jars segregated from other In-Scope PPP, Contractor will collect these materials from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than once every month.
- (f) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Collection Containers in their set out location in an orderly manner. The location of returned Collection Containers should not block sidewalks, driveways or street parking.
- (g) Contractor will perform Curbside Collection on a regular schedule, which may shift as necessary to accommodate holidays, extreme weather events, construction and other unforeseen events.
- (h) Subject to Section 2.1.2(a), Section 2.1.2(b) and Section 2.1.3(a), Contractor will not reject any In-Scope PPP set out by a Customer unless Customer is notified of the reason for such rejection.

2.1.4 Collection Containers.

- (a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will, at Contractor's cost, provide Collection Containers to each Curbside Household in the Service Area that provide Customers with sufficient volume to accommodate In-Scope PPP generated by Customers between collections so that Collection Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Curbside Households or geographical areas are added to the Service Area under Section 2.1.1(a), Contractor will deliver Collection Containers to any new Curbside Households added to the Service Area at least ten (10) Business Days prior to the start date provided by Recycle BC.
- (c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Collection Container to a requesting Customer within ten (10) Business Days of the Customer's initial request.

- (d) If any Customers choose to provide their own Collection Containers, Contractor will handle the Customer-owned Collection Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Collection Containers. Contractor is not required to collect materials from any Customer-owned Collection Container if (i) collecting material from such Collection Container would involve a risk of injury to Contractor personnel or risk of damage to Contractor or Customer property; (ii) the Collection Container is otherwise incompatible with Contractor's collection model; or (iii) Customer provided Collection Containers are prohibited by municipal bylaw.
- (e) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Collection Containers that meet the requirements set out in this Agreement to each Customer in the Service Area at least ten (10) Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.
- (f) Contractor may not collect In-Scope PPP in single-use bags.
- (g) If Contractor proposes to change the type of Collection Container it uses for Curbside Collection in the Service Area, Contractor will submit a detailed transition plan to Recycle BC a minimum of six (6) months prior to the scheduled or planned change. Any change to the type of Collection Containers used for Curbside Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.

2.1.5 Designated Post-Collection Facility.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility on the next Business Day, unless otherwise approved by Recycle BC in writing, and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If Contractor collects Paper and Cardboard and Mixed Containers in Multi-Stream, Contractor must unload both Paper and Cardboard and Mixed Containers in separate bunkers or locations, as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit.
- (d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including instructions and procedures pertaining to

health and safety, Reduced Split Weighing, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.

- (e) If Contractor is scheduled to collect In-Scope PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider and Recycle BC a minimum of ten (10) Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- (f) If the Service Area is within the Metro Vancouver Regional District, subject to Section 2.1.5(h), the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.
- (g) If the Service Area is not within Metro Vancouver Regional District, subject to Section 2.1.5(h), the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within sixty (60) kilometers from the Service Area boundary at the point of least distance to Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry or barge, then delivery boundary is the ferry or barge terminal and the Designated Post-Collection Service Provider will be responsible for the portion of the trip that requires ferry or barge travel.
- (h) If, after using commercially reasonable efforts, the Designated Post-Collection Service Provider is unable to locate a Designated Post-Collection Facility in accordance with 2.1.5(f) and Section 2.1.5(g), as applicable, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.
- (i) Recycle BC may change the location of the Designated Post-Collection Facility with (i) thirty (30) days' written notice if the new Designated Post-Collection Facility is within 20 kilometers of the existing Designated Post-Collection Facility and in compliance to Section 2.1.5(f) or Section 2.1.5(g); and (ii) ninety (90) days' written notice if the new Designated Post-Collection Facility is more than 20 kilometers from the existing Designated Post-Collection Facility and in compliance to Section 2.1.5(f) or Section 2.1.5(g).
- (j) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC, in its sole discretion, including if Contractor has failed to comply with such conditions or procedures.
- (k) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 5% by weight of Not Accepted Materials, contains any Hazardous Waste or resulted in the cross contamination of segregated materials due to a bulkhead failure Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

- (l) Recycle BC will, in its sole discretion, approve any Reduced Split Weighing, and the percentage of loads required to split weigh. If Recycle BC has provided such approval to Contractor, the Contractor is required to follow all direction as per Section 2.1.5(d). Recycle BC reserves the right to remove or change Reduced Split Weighing requirements at any time.
- (m) On a monthly basis, or on a schedule agreed upon by the Designated Post-Collection Service Provider, Contractor will retrieve any Collection Containers which have been inadvertently dropped into the collection vehicle and tipped at the Designated Post-Collection Facility.
- (n) If at any time during the SOW Term the Designated Post-Collection Facility is temporarily closed for three (3) Business Days or less, including without limitation due to emergency, mechanical breakdown or maintenance, Contractor shall deliver In-Scope PPP collected pursuant to this Statement of Work to an alternative location specified by Recycle BC in writing. If the Designated Post-Collection Facility is closed for longer than three (3) Business Days, Contractor and Recycle BC will mutually agree on a solution.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when In-Scope PPP is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of In-Scope PPP that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and its clean-up, and will make such records available to Recycle BC on request. Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic or fuel) are discharged to Customer premises, Public Roads or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers or Recycle BC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will immediately notify Recycle BC or the Designated Post-Collection Service Provider of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

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

- (b) If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under the Agreement (“**Multi-Family Building Collection**”), Recycle BC must provide its prior written approval to use the same collection vehicle to collect materials from Multi-Family Building Collection together with In-Scope PPP collected from Curbside Households under this Statement of Work.

2.1.8 Pilot programs.

- (a) Recycle BC may wish to test or implement one or more new services, technology systems or developments in PPP material segregation, processing or collection technology (collectively, “**Pilot Program**”). Recycle BC will provide at least ninety (90) days’ written notice of its intention to implement a Pilot Program. The allocation of any costs (or savings) accrued by Recycle BC-initiated Pilot Programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the Pilot Program a success and desires to incorporate the service, technology or development from the Pilot Program into this Statement of Work, such a change will be made pursuant to the change process set out in Section 2.2 of the Agreement.
- (b) Contractor-initiated Pilot Programs will require prior written approval by Recycle BC and will be performed at no additional cost to Recycle BC.

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

2.2.1 Customer Service Requirements.

- (a) Contractor will have and maintain throughout the SOW Term a Customer service office and call center, which will be accessible by a local area code and prefix phone number or a toll-free number. Customer service representatives will be familiar with the Recycle BC program requirements and will make best efforts to be available through Contractor’s call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls.
- (b) 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, social media posts and text messages.

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. Contractor will make a commercially reasonable efforts to resolve all

complaints and service requests within two (2) Business Days of the original contact.

- (b) Contractor's customer service log will be available for inspection by Recycle BC, with consideration to Contractors confidentiality obligations, if requested by Recycle BC.

2.3 Promotion and Education.

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

- 2.4 Transition and Implementation Services. If, immediately prior to the SOW Effective Date, Contractor (i) did not perform Curbside Collection from Curbside Households in the Service Area; or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how certain events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six (6) month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass, loiter, cross

flower beds, hedges or property of adjoining premises, or meddle with property that does not concern the SOW Services being performed.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection:

3.2.1 All collection vehicles will be well maintained and clean. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards and be in a condition satisfactory to Recycle BC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

- (a) maintain an electronic record of all Customer requests, Missed Collections, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), service address, if different from mailing address, date of contact, reason for contact;
- (b) maintain such other records as may be requested by Recycle BC, including:
 - (i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number); and
 - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received;
- (c) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request;
- (d) provide a report to Recycle BC on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Curbside Collection no more frequently than once per quarter and no less frequently than once per year;
- (e) upon Recycle BC's request, provide a report on the costs associated with the performance of Curbside Collection services, no more frequently than once per year;
- (f) upon Recycle BC's request, provide a response to questions posed by Recycle BC's non-financial auditor; and

- (g) upon Recycle BC's request, provide up to two ad-hoc reports each year, at no additional cost to Recycle BC, and such ad-hoc reports (i) may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information reports; and (ii) will not require the Contractor to expend more than forty (40) staff hours per year to complete,

and such records and reports will be provided in Recycle BC-defined format and software compatibility. For reports that are provided at Recycle BC's request, Recycle BC will use best efforts to communicate such request sixty (60) days in advance of due date. Contractor and Recycle BC will meet to discuss requests outside of this scope, all parties being reasonable.

3.3.2 Claims Reporting

- (a) Responsibility for claim reporting under Section 3.3.2(b) shall be assigned to the Designated Post-Collection Service Provider.
- (b) All loads will be documented by the Designated Post-Collection Service Provider in a manner specified by Recycle BC, including by a certified scale ticket provided by the Designated Post-Collection Service Provider with Contractor name and address, Designated Post-Collection Facility's name and address, date, time, truck number, net weight by material type (as set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**").
- (c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC by the Designated Post-Collection Service Provider, pursuant to Section 3.3.1(g)(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within thirty (30) days of the claim summary being issued.
- (d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC will issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice.
- (e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

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

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2029. Recycle BC may extend this Statement of Work for up to two further periods of one year each by providing at least one hundred eighty (180) days written notice before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

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

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments that Contractor is entitled to receive from Recycle BC under this Statement of Work. In the event that the Fees do not fully cover the Contractors costs of the program, the Contractor may directly or indirectly charge Customers for the portion of the costs of providing the SOW Services that are not covered by the Fees; provided that the Contractor shall not profit from such amounts.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge, any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risk, including risk of loss or damage caused by the In-Scope PPP, from the time that the In-Scope PPP is collected by Contractor until the Contractor delivers such In-Scope PPP to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Facility and accepted by receipt of scale ticket or bill of lading from the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Collection Containers or the Designated Post-Collection Facility caused by Contractor.

(Signature page follows.)

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

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

VILLAGE OF KASLO

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

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

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

1. Under this Statement of Work, the initial Curbside Household Baseline will be 597.
2. The Service Area is:

Village of Kaslo

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

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

- PPP, in Single-Stream, in which Paper and Cardboard and Mixed Containers are collected together.
- PPP, in Multi-Stream, in which Paper and Cardboard must be segregated from all other PPP.
- PPP, in Multi-Stream, in which Mixed Containers must be segregated from all other PPP.
- PPP that is Glass Bottles and Jars, which must be segregated from all other PPP.
- PPP that is Flexible Plastics, which must be segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the Regulation are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers, plastic beverage containers and metal beverage containers defined as Mixed Containers and glass beverage containers defined as Glass Bottles and Jars.

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

Contractor may incur Service Level Failure Credits for the Service Level Failures described in this Attachment 3.4; provided, however, that the aggregate amount of Service Level Failure Credit in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit						
1	Failure to clean up or collect spilled PPP within two hours from the time the Contractor has been notified of the spill or it has been observed by the Contractor.	Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) plus \$500 per incident (regardless of who performs the cleanup).						
2	Contractor: a) fails to accurately report pursuant to Section 3(a) of Attachment 5; b) overstates or otherwise inaccurately reports the Curbside Household Baseline; or c) understates the number of ICI locations in the Service Area per Section 2.1.1(c).	\$5,000 per incident.						
3	Failure to provide a required report pursuant to Section 3.3.1 or in Section 3(a) of Attachment 5 on time.	Withholding of all Fees due to Contractor until the required report is submitted.						
4	Failure to separate In-Scope PPP collected from Curbside Households in the Service Area from materials collected outside of the Service Area without prior written approval from Recycle BC.	\$5,000 per route, plus \$3,000 per month (pro-rated in the case of a partial month) until the Service Level Failure has been remedied or a request for approval by the Contractor has been approved in writing by Recycle BC.						
5	If the Curbside Household Baseline does not exceed 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:</p> <table border="1"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000-25,000</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	10,000-25,000	\$5,000	5,000-9,999	\$3,750
Curbside Household Baseline	Per Load Amount							
10,000-25,000	\$5,000							
5,000-9,999	\$3,750							

Service Level Failure		Service Level Failure Credit													
		2,500-4,999	\$2,500												
		499-2,499	\$1,250												
		0-499	\$500												
6	If the Curbside Household Baseline exceeds 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” will initially be \$5,000. If Contractor is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by \$5,000 (to a maximum of \$20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at \$5,000.</p>													
7	If Contractor collects Mixed Containers and Paper and Cardboard in Multi-Stream, delivery of a load in violation of Section 2.1.5(c).	\$1,000 per load.													
8	Delivery of a load of: <ul style="list-style-type: none"> a) In-Scope PPP in Multi-Stream in violation of Section 2.1.2(e); b) Mixed Containers and Paper and Cardboard (whether collected in a single stream or a Multi-Stream) in violation of Section 2.1.2(f); c) Flexible Plastics in violation of Section 2.1.2(g); or d) Glass Bottles and Jars in violation of Section 2.1.2(h). 	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <table border="1"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000+</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> <tr> <td>2,500-4,999</td> <td>\$2,500</td> </tr> <tr> <td>499-2,499</td> <td>\$1,250</td> </tr> <tr> <td>0-499</td> <td>\$500</td> </tr> </tbody> </table>		Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount														
10,000+	\$5,000														
5,000-9,999	\$3,750														
2,500-4,999	\$2,500														
499-2,499	\$1,250														
0-499	\$500														
9	The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption; or (ii) fails to comply with Sections	An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle													

	Service Level Failure	Service Level Failure Credit
	4.6.1 or 4.6.2 of the Agreement in respect of such Labour Disruption.	BC plus \$5,000 per day of Labour Disruption.
10	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC	\$25,000 per incident.
11	Contractor fails to follow Designated Post-Collection Service Provider direction as per Section 2.1.5(d).	\$5000 per incident.

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

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

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

“Curbside Household Baseline” means the number of Curbside Households in the Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5.

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

(a) The selected (as indicated by an “x” in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal monthly payments on net thirty (30) day terms):

Curbside Collection Fee		
	Collection Type	\$ per Curbside Household per Year
<input type="checkbox"/>	Single-Stream using automated carts – Mixed Containers and Paper and Cardboard	\$41.00
<input checked="" type="checkbox"/>	Single-Stream using Collection Containers other than automated carts – Mixed Containers and Paper and Cardboard	\$42.60
<input type="checkbox"/>	Multi-Stream – Paper and Cardboard separate from Mixed Containers	\$71.10
<input type="checkbox"/>	Flexible Plastics - which must be segregated from all other PPP	\$8.00

(b) Each of the following that are selected (as indicated by an “x” in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; and (ii) the Service Administration Top Up amount, in each case as set out in the table below times the Curbside Household Baseline (to be payable in arrears, in equal monthly payments on net thirty (30) day terms):

	Top Up Fee	\$ per Curbside Household per Year
<input checked="" type="checkbox"/>	Resident Education Top Up	\$1.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$3.75

Without limiting Contractor's obligations under this Statement of Work (including 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 Curbside Collection services.

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

Curbside Collection Glass Bottles and Jars Fee		
<input type="checkbox"/>	Glass Bottles and Jars	\$ per Tonne
		\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the average Curbside Household Baseline for such period, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the Not Accepted Materials percentage by weight of materials collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Curbside Household Baseline for such period and the approved material composition audits completed for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than July 1 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC will apply a methodology, in its sole discretion, to calculate the average amount of Not Accepted Materials in Contractor's collected material for calculating the Not Accepted Material percentage.

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

If Contractor also provides Multi-Family Building Collection and In-Scope PPP collected in respect of Multi-Family Building Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (d), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner and the not accepted material percentage will be calculated based on audits that include both Curbside and multi-family collected material.

Calculation of Achieved Bonus Amount				
Not Accepted Materials percentage by weight	4.0% - 3.5%	≤ 3.4% - 3.0%	≤ 2.9% - 2.5%	≤ 2.4%
Achieved Bonus Amount	\$ per Curbside Household			
	\$1.00	\$1.50	\$2.00	\$2.50

3. The Curbside Household Baseline may be adjusted as follows:
- (a) On July 1 of each year, or on any other date determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form

acceptable to Recycle BC) to the then-current number of Curbside Households in the Service Area.

- (b) Recycle BC may also provide evidence of the then-current number of Curbside Households in the Service Area. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
 - (c) For purposes of reporting and determining the number of Curbside Households:
 - (i) A single family dwelling is considered one Curbside Household;
 - (ii) A laneway house is considered one Curbside Household;
 - (iii) A duplex is considered two Curbside Households;
 - (iv) A triplex is considered three Curbside Households;
 - (v) A fourplex is considered four Curbside Households;
 - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v), respectively, if Contractor recognizes the conversion for utility and/or contract billing;
 - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by Contractor as a single family dwelling for utility and/or contract billing is considered one Curbside Household; and
 - (viii) Each self-contained dwelling unit in a rowhouse or townhouse is considered one Curbside Household if the resident of each unit delivers In-Scope PPP to the Curb for collection in separate Collection Containers.
4. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any twelve (12) month period (based on the Curbside Household Baseline) falls below one hundred (100) kilograms, then Recycle BC may require Contractor to, within ninety (90) days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above one hundred (100) kilograms per Curbside Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within ninety (90) days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.
5. The Curbside Collection Fee and Top up Fee will be adjusted each year, up or down, on the first day of January of each year. Recycle BC reserves the right to choose the adjustment mechanism to be used each year, as between (i) the results of a cost study that samples the collection service providers to determine the costs associated with the performance of Curbside Collection services; and (ii) an adjustment that is based on the Consumer Price Index (CPI) for BC (All Items), which will be calculated as follows:

- (a) Curbside Collection Fee or Top Up Fee = Curbside Collection Fee or Top Up Fee, as applicable, in the previous year $\times (1 + (\text{percentage change in CPI}/100))$, where
- (i) percentage change in CPI = $(\text{current year CPI} - \text{previous year CPI}) / (\text{previous year CPI}) \times 100\%$; and
 - (ii) each year's CPI is the published CPI on September 1st of the year prior.



Recycle BC Statement of Work and Master Service Agreement Significant Changes

Curbside Statement of Work (SOW)

- In Section 1 several definitions were added and improved clarity of the ICI definition.
- In clause 2.1.2, the Not-Accepted Material rate changed from 3% to 5% and Cross-contamination limit in Flexible Plastics increased to 5%.
- In clause 2.1.4 changes made to Customer-owned Collection Container requirements to address incompatibility and safety and Collection Container delivery timeframe changed.
- In clause 2.1.5 language added around delivery of material, Reduced Split Weighing, Collection Container retrieval and change of a Designated Post-Collection Facility. Language added around closure of a receiving facility for longer than 3 business days.
- In clause 2.1.7 language added about collecting multi-family building material together with curbside material.
- In Section 2.2 simplification of requirements around customer service
- In clause 2.2.1 added language to allow for toll-free customer service numbers (i.e. RCBC).
- In clause 2.2.3 changed the response time from 24 hours to 2 business days.
- In Section 3.3 SOW changes to specific requirements on cost study report and non-financial auditor response. Changed ad-hoc reports to 2 reports, to a max of 40 staff hours, and anything beyond that to be discussed and agreed with Recycle BC.
- In attachment 3.4 to schedule 2.1(a) the clean-up of spillage language amended to “within two hours of notification of incident...”. Addition of Service Level Failure 11 and changes to the failure or inaccurate reporting Service Level Failures
- In attachment 3.4 to schedule 2.1(a) changed “will...” to “may incur Service Level Failure Credits...”.
- In attachment 5 to schedule 2.1(a) the Bonus has been updated to reward low contamination, rather than capture rate. Anyone with less than 4% Not-Accepted Material rate becomes eligible for and Achieved Bonus Amount, assuming a minimum number of audits.
- In attachment 5 to schedule 2.1(a) Curbside Collection Fees will undergo a pricing adjustment on an annual basis using either the Consumer Price Index or cost study adjustment mechanism.

Multi-Family Statement of Work

- In Section 1 several definitions were added and improved clarity of the ICI definition.

- In clause 2.1.2, the Not-Accepted Material rate changed from 3% to 5% and Cross-contamination limit in Flexible Plastics increased to 5%.
- In clause 2.1.2 language was added to clarify when enhanced services apply.
- In clause 2.1.4 changes made to Customer-owned Collection Container requirements to address incompatibility and safety and Collection Container delivery timeframe changed.
- In clause 2.1.5 language added around delivery of material, Reduced Split Weighing, Collection Container retrieval and change of a Designated Post-Collection Facility. Language added around closure of a receiving facility for longer than 3 business days.
- In Section 2.2 simplification of requirements around customer service
- In clause 2.2.1 added language to allow for toll-free customer service numbers (i.e. RCBC).
- In clause 2.2.3 changed the response time from 24 hours to 2 business days.
- In Section 3.3 SOW changes to specific requirements on cost study report and non-financial auditor response. Changed ad-hoc reports to 2 reports, to a max of 40 staff hours, and anything beyond that to be discussed and agreed with Recycle BC.
- In attachment 3.4 to schedule 2.1(b) the clean-up of spillage language amended to “within two hours of notification of incident...”. Changes to the failure or inaccurate reporting Service Level Failures.
- In attachment 3.4 to schedule 2.1(b) changed “will...” to “may incur Service Level Failure Credits...”.
- In attachment 5 to schedule 2.1(b) the Bonus has been updated to reward low contamination, rather than capture rate. Anyone with less than 4% Not-Accepted Material rate becomes eligible for and Achieved Bonus Amount, assuming a minimum number of audits.
- In attachment 5 to schedule 2.1(b) Multi-Family Collection Fees will undergo an annual pricing adjustment using either the Consumer Price Index or cost study adjustment mechanism.

Depot SOW

- In Section 1 several definitions were added and improved clarity of the ICI definition.
- In clause 2.1.2 Cross-Contamination limit in Flexible Plastics increased to 5% and Not-Accepted Material rate changed from 3% to 5%.
- In clause 2.1.4 clarification of language on Collection Containers owned by the depot remain the property of the depot.
- In clause 2.1.6 removed ICI option 4 – Automatic 25% deduction of fixed ICI percentage and ICI Option 3 simplified to allow reliance on methodology not SOW language.
- In Section 2.2 simplification of requirements around customer service
- In clause 2.2.1 added language to allow for toll-free customer service numbers (i.e. RCBC).
- In clause 2.2.2 changed the response time from 24 hours to 2 business days.

- In Section 3.4 changes to specific requirements on cost study report and non-financial auditor response. Changed ad-hoc reports to 2 reports, to a max of 40 staff hours, and anything beyond that to be discussed and agreed with Recycle BC.
- In Section 6 a Reuse clause was added “with prior written approval... no Beverage Containers”.
- In attachment 3.5 to schedule 2.1(c) changed “will...” to “may incur Service Level Failure Credits...”, changed SLFC amounts to a percentage of annualized fee, with a dollar cap.
- In attachment 5 to schedule 2.1(c) Depot Collection Fees will undergo a pricing adjustment using either the Consumer Price Index or cost study adjustment mechanism.

Master Services Agreement (MSA)

- In Section 1 several definitions were added, including common name material categories to replace the historic numbered categories. List of materials included within each material category is now referred back to the material list housed on the Recycle BC website.
- In Section 2 “Change Response” requirements amended from 5 days to twenty days and “Change Proposal” requirement amended from fifteen days to thirty days.
- A new clause 4.4.3 was added regarding Service Level Failure and Service Level Failure Credits.
- Edited Section 13 Termination by Contractor for Cause by adding an option to terminate an individual SOW rather than the entire MSA.
- In Section 15 “epidemic” and “prolonged power failure” added to Force Majeure.
- Removed “Post-Collection Responsibilities” from schedule 4.2 Recycle BC Policies and Standards.
- Removed “PPP” table from schedule 4.2 Recycle BC Policies and Standards and added a “Materials List” definition linking to the material list on the Recycle BC website.

RENEWING COLLECTOR AGREEMENTS

Including cost study results and proposed financial incentives

SEPTEMBER 26, 2024

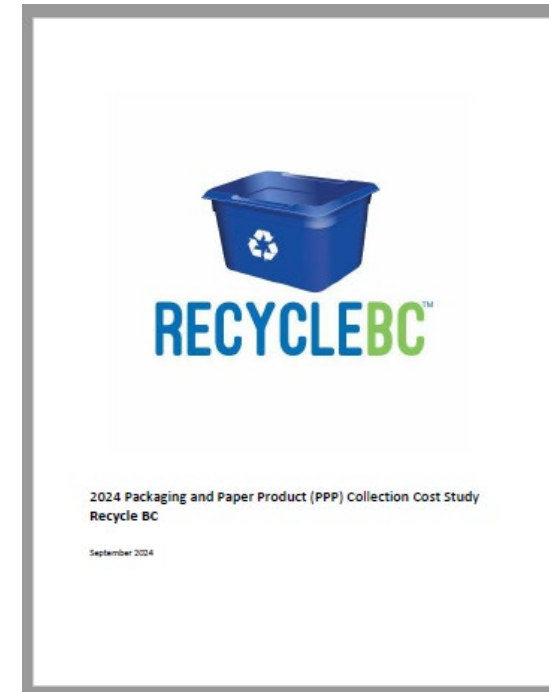


RECYCLEBCTM

MEETING FORMAT

- Technical Information
 - If you are experiencing difficulty with audio or visuals direct message Anthony Casey or contact him via email at acasey@circularmaterials.ca.
- Asking/Submitting a Question
 - During the Q&A session, you are welcome to ask a question by raising your hand virtually and unmuting yourself or by using the chat function in the toolbar at the bottom of your screen. Move your mouse to the bottom of the Zoom screen to reveal the toolbar if it's not visible.

The 2024 Cost Study Report was provided via email on September 25.



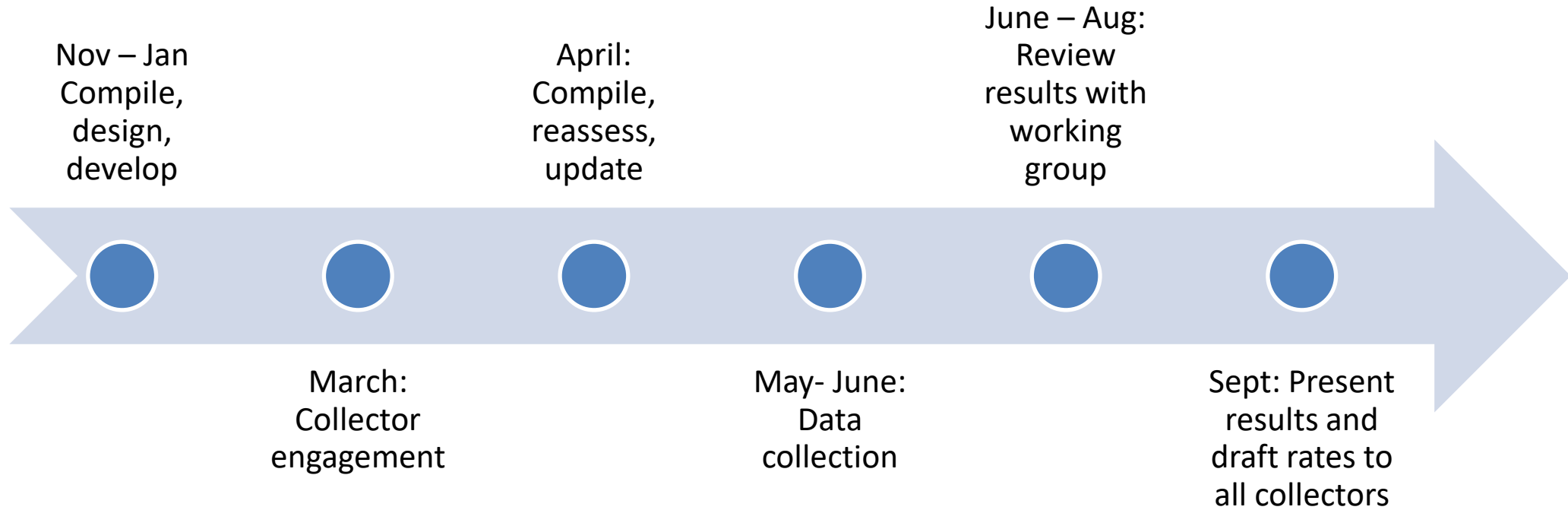
AGENDA

- Project events to date
- Updates to Master Services Agreement
- Updates to the Statement of Work
- Q&A
- Financial Incentive Review Process Overview
- Cost Study Findings
- Proposed Financial Incentive Rates:
 - Curbside
 - Multi-Family
 - Depot
- Next Steps
- Q&A



PROJECT EVENTS TO DATE

PROJECT EVENTS TO DATE





UPDATES TO MASTER SERVICES AGREEMENT (MSA)

UPDATE TO MSA

- Added definitions and interpretations into the MSA for greater clarity
- Removal of redundant language, e.g. “Post-Collection Responsibilities”
- Material categories now use common language (Paper and Cardboard, Mixed Containers, Flexible Plastics, Glass Bottles and Jars, Foam Packaging)
 - Removal of material definitions table, now linked to material list on Recycle BC website
- Added “epidemic” and “prolonged power failure” to Force Majeure



UPDATES TO STATEMENT OF WORK (SOW)

CURBSIDE AND MULTI-FAMILY

- General cleanup
 - improved definitions
 - increased clarity of responsibilities, actions, and language
 - removal of redundant or outdated language
 - simplification of requirements around customer service and reporting
- Not-Accepted Material rate change from 3% to 5%
- Bonus based on Not-Accepted Material rate vs. capture rate
- Added Flexible Plastics as a segregated material
- Added an annual adjustment to fee rates based on Consumer Price Index or cost study
- Changed “will...” to “may incur Service Level Failure Credits...”

- Private multi-family only: option to collect on blended industrial, commercial, institutional (ICI)/residential routes

DEPOT

- General cleanup
 - improved definitions
 - increased clarity of responsibilities, actions, and language
 - removal of redundant or outdated language
 - simplification of requirements around customer service and reporting
- Not-Accepted Material rate change from 3% to 5%.
- Removal of ICI option #4 – 25% deduction
- Added a Reuse clause “with prior written approval... no Beverage Containers”
- Added an annual adjustment to fee rates based on Consumer Price Index or cost study
- Changed “will...” to “may incur Service Level Failure Credits...”
- Service Level Failure Credits changed from set dollar amount to a percentage of annualized fee, with a dollar cap



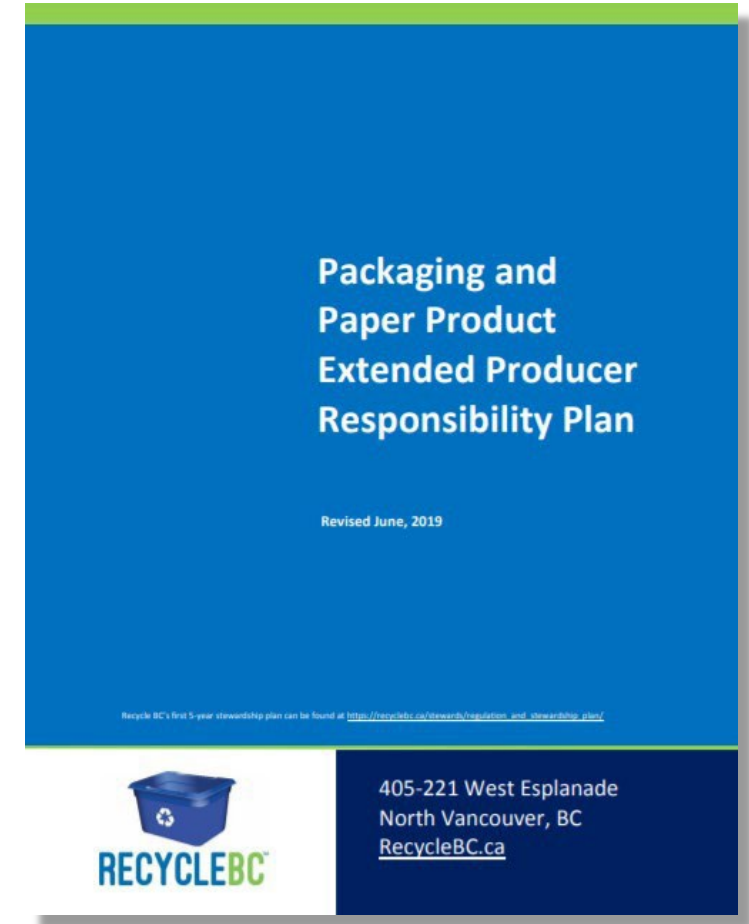
QUESTIONS?



FINANCIAL INCENTIVE REVIEW PROCESS OVERVIEW

PURPOSE & PROGRAM PLAN COMMITMENT

- Recycle BC's objective is to set fair and reasonable incentives and is responsible to its producers to deliver an efficient and effective PPP EPR program (Sections 4.3.2 and 4.9).
- Recycle BC's Program Plan outlines the process for establishing financial incentives for collection and the methodology (Section 4.3.2); collectors have had further input in this process.

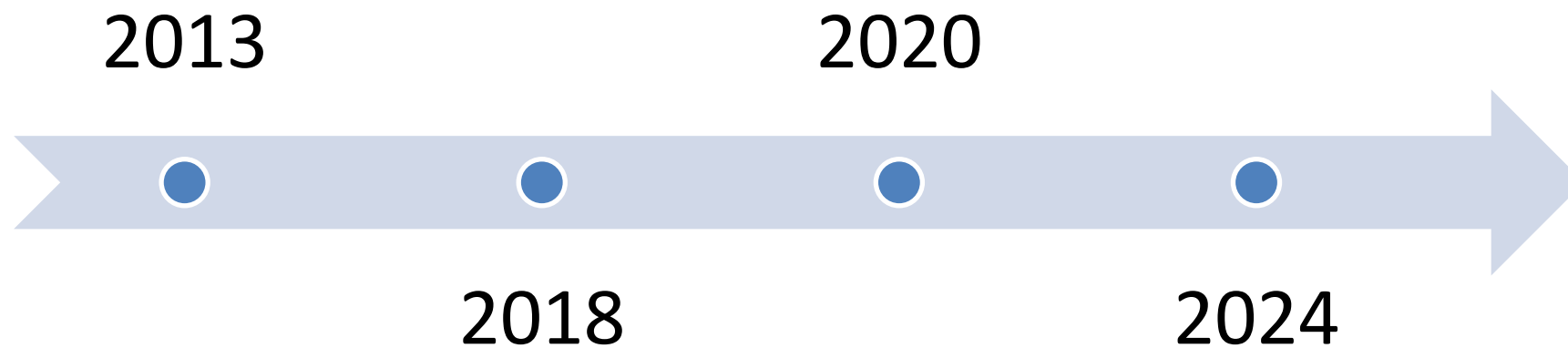


METHODOLOGY

- Methodology to prepare revised financial incentives
 - Review the past 3 - 5 years of program data, including collection performance by collection channel
 - Review contamination levels and their impact on total supply chain costs
 - Undertake a cost study to determine current collection costs and compare current costs to historical costs in the current market context
 - Assess inflationary factors including a review of the BC Consumer Price Index
 - Review material specific costs for depots and compare to current material rates
 - Engage with Cost Study/SOW Renewal working group on updating SOW language, preliminary cost study results, collection incentives, and SOW renewal survey results
 - Working group feedback and insights gained

COST STUDY OBJECTIVE AND HISTORY

- The objective of the 2024 cost study is to identify the fair and reasonable costs to deliver collection services as defined in the curbside, multi-family and depot SOWs.



REVIEW PROCESS

- Process for Establishing Financial Incentives for Collection (Section 4.3.1 of Plan)
 - Analyze and assess existing incentives in the current market context and any necessary adjustments to propose revised financial offers for consultation with collectors
 - Hold consultation sessions with collectors to review the proposed financial offers, discuss, answer questions and request feedback
 - Review all feedback provided to finalize the financial incentives that will comprise part of the published collection services agreements



COST STUDY FINDINGS

STUDY METHODOLOGY

○ Study Size

- In total, there were 126 respondents to the 2024 cost study

Table 2. Collector Participation in Cost Study (incl. Direct Service, excl. Anomalies)

Cost Category	2020 Participation	2024 Participation
Collection Cost		
Curbside Collection	23	42
Multi-family Collection	8	12
Depot Collection	38	72
Total Collection Cost	69	126
Promotion and Education ¹⁴	66	84
Service Administration ¹⁵	66	89

STUDY METHODOLOGY

○ Cost Category Definitions

- Collection, Promotion and Education (P&E) and Service Administration costs were studied for three collection types: Curbside, Multi-Family and Depot.
- Collection
 - Operating costs were actual 2023 expenditures for collection of residential PPP
 - Capital amortization costs were all capital assets used to provide PPP collection service within the amortization periods
- P&E
 - Includes labour and supply costs including contamination efforts incurred to educate and promote the PPP program to residents
- Service Administration
 - Any overhead costs incurred to manage the Recycle BC PPP program that are not covered in Collection or Promotion & Education costs

STUDY METHODOLOGY

○ Cost Allocations Methodology

- Participants were requested to provide their costs specific to the Recycle BC PPP Collection Program.
- Deloitte engaged with those collectors who did not identify the non-PPP %; where there was no response, or the data was not available it was assumed that the entire gross cost was PPP.
- Depots were asked to allocate collection costs to specific material; 23 collectors submitted all data, 21 submitted partial and 18 allocated none; where there were partial responses, average allocation %s by material type were applied; where there were no allocations, the average allocation % calculated from completed and partial categories were applied.

DATA INTEGRITY AND ACCURACY

○ Data Integrity

- Participants were requested to provide actual costs incurred in 2023
- Enquiries were made with participants to confirm the numbers if they appeared to be anomalies based on other collectors in the same geographical region or of similar size
- Report anomalies were identified and quantified in the report and are not used as representative sample costs

COLLECTION COST RESULTS

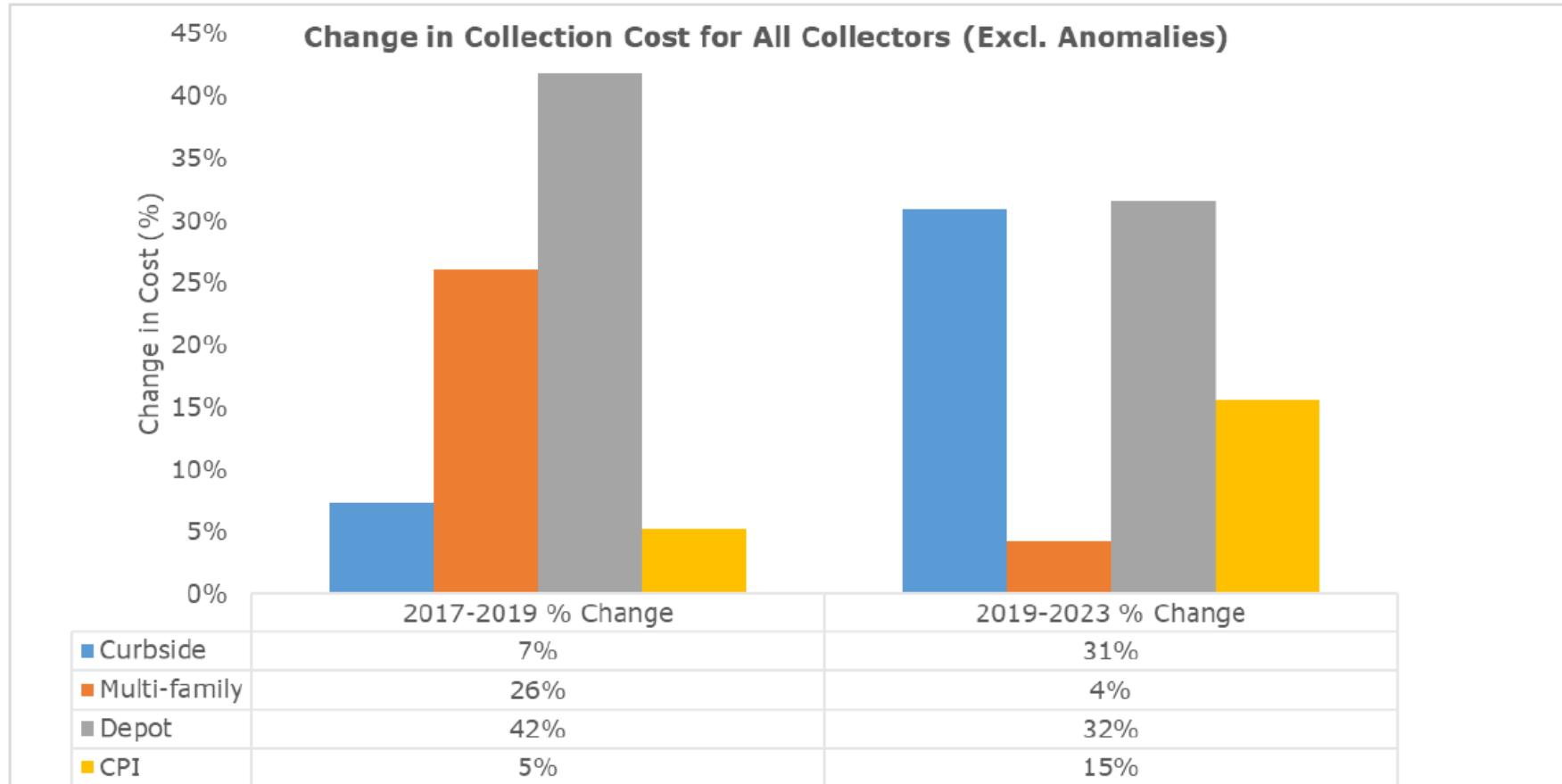


Figure 1. Change in Collection Cost for All Collectors (excl. Anomalies, incl. Direct Service)

COLLECTION COST RESULTS – DIVERSION RATES

Curbside

- Ranged from 42 Kg/HH to 200 Kg/HH

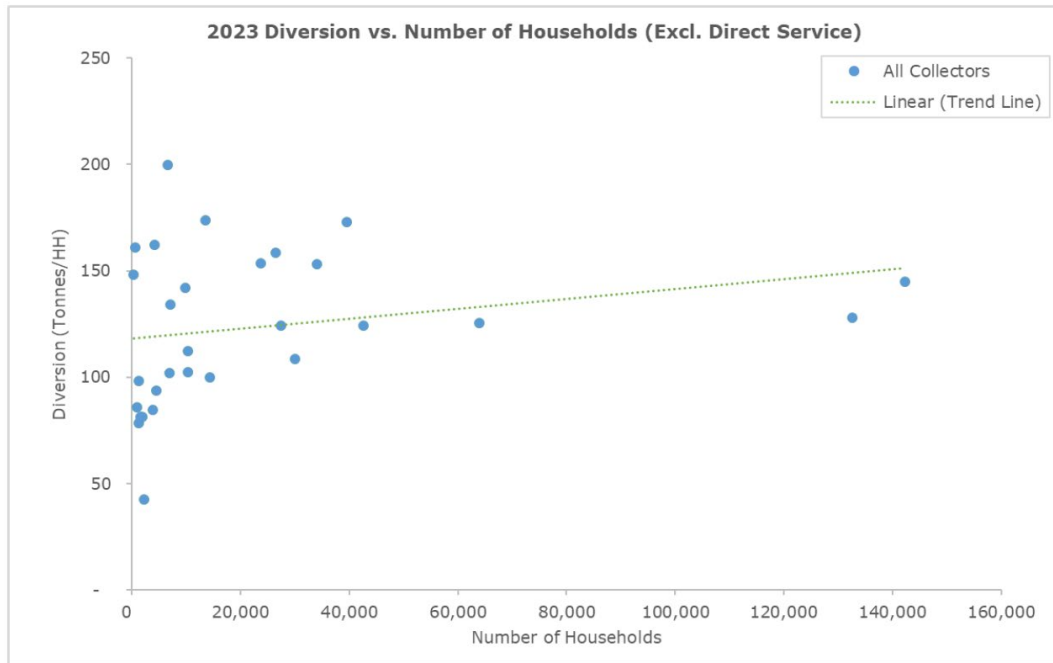


Figure 2. 2023 Curbside Diversion vs. Number of Households (all Collectors, excl. Direct Service)

Multi-Family

- Ranged from 40 Kg/HH to 86 Kg/HH

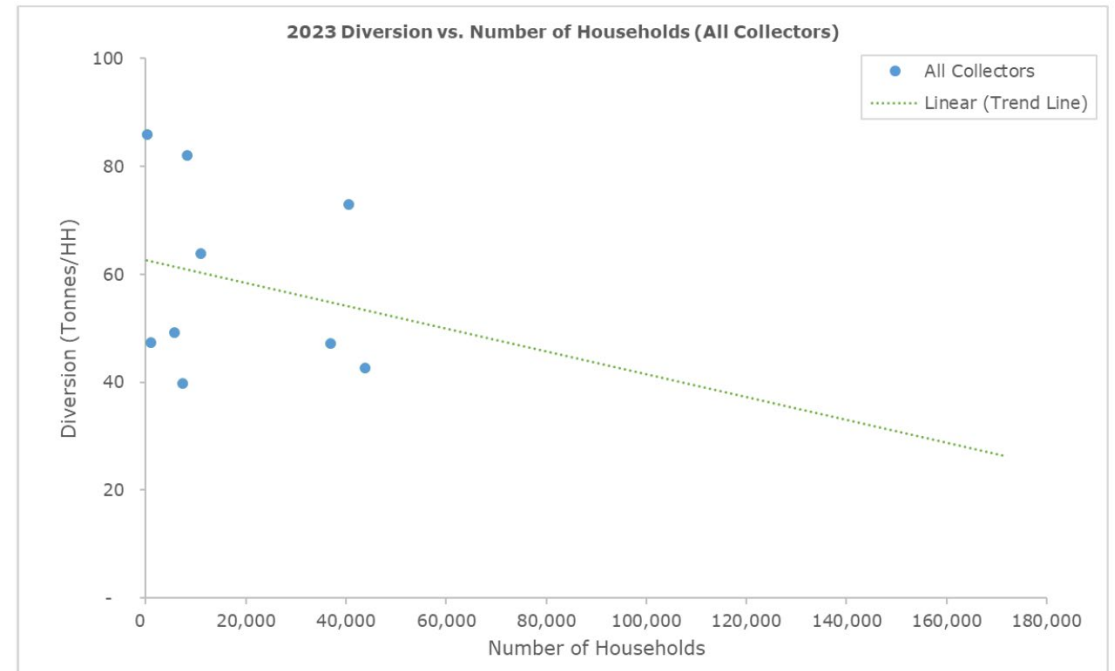


Figure 7. 2023 Multi-family Diversion vs. Number of Households (all Collectors, excl. Direct Service)

CURBSIDE COLLECTION

- 40 curbside collection programs' costs were received and analyzed in the 2024 cost study
- Cost/HH in 2023 ranged from \$24.35 to \$117.63
- Cost/HH in 2019 ranged from \$20.65 to \$80.42
- Weighted average \$61, a 31% increase in reported costs from 2019

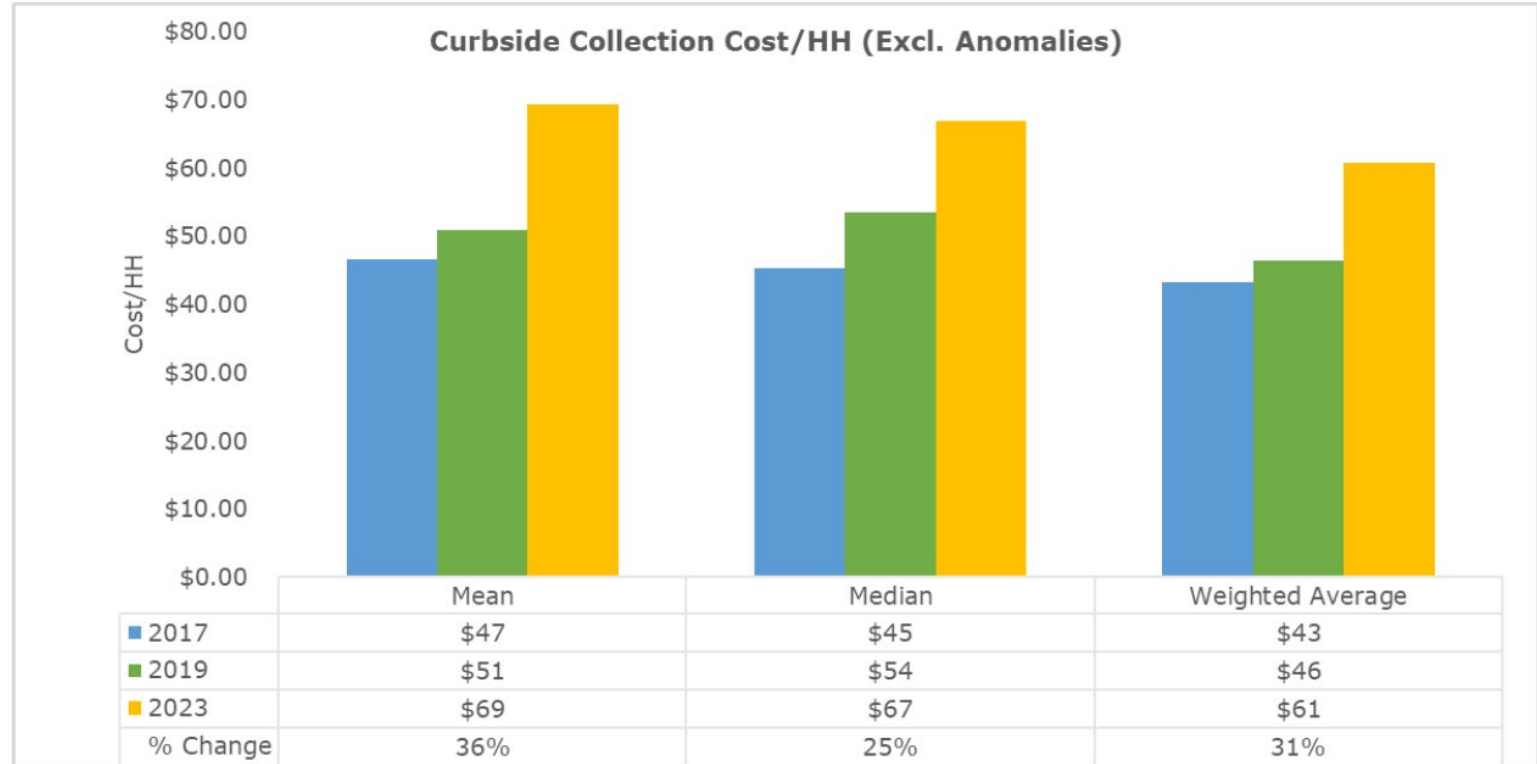


Figure 6. Change in Curbside Collection Cost/Household (excl. Anomalies, incl. Direct Service)

CURBSIDE COLLECTION

- All curbside collectors' cost/HH vs. number of HHs

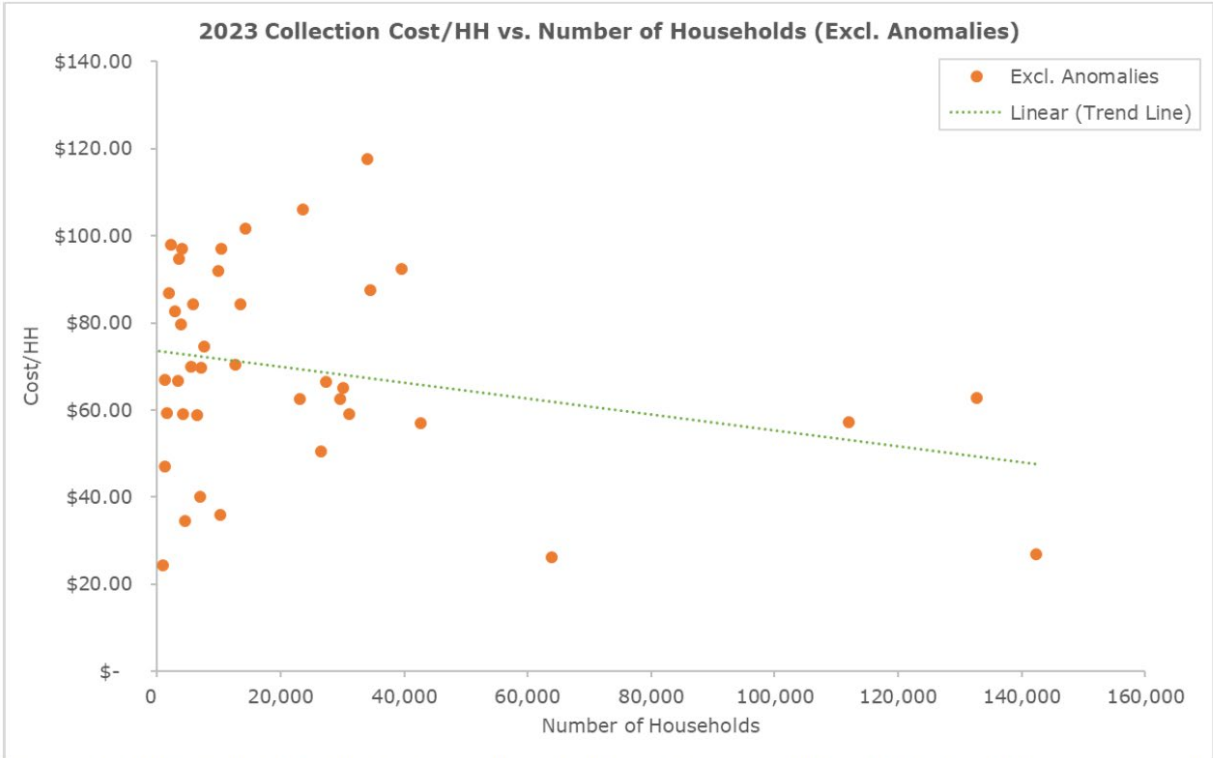


Figure 4. 2023 Curbside Collection Cost/Household vs. Number of Households (excl. Anomalies, incl. Direct Service)

CURBSIDE COLLECTION

- Curbside by collection stream
 - Costs varied greatly by collection stream
 - Streams:
 - 1: Single-stream collection
 - 2: Multi-stream collection
 - 3: Multi-stream collection with glass

Table 12. 2023 Curbside Collection Cost/Household by Number of Streams by Service Provider Type (excl. Anomalies, incl. Direct Service)

Streams	1			2			3		
	Service Provider	LG (In-house)	LG (Sub)	LG (In-house)	LG (Sub)	DS	LG (In-house)	LG (Sub)	DS
Mean		\$69.74	\$56.00	\$75.37	\$106.06	\$75.44	\$107.36	\$70.66	\$70.91
Median		\$67.00	\$48.74	\$75.37	\$106.06	\$75.44	\$107.36	\$62.69	\$69.87
Weighted Average		\$74.27	\$34.65	\$78.76	\$106.06	\$77.80	\$115.41	\$67.01	\$64.60
Count		19		5			16		

MULTI-FAMILY COLLECTION

- 13 multi-family collection programs' costs were received and analyzed in the 2024 cost study
- Cost/HH in 2023 ranged from \$14.42 to \$44.29
- Cost/HH in 2019 ranged from \$13.96 to \$79.89
- Weighted average \$30, a 4% increase in reported costs from 2019

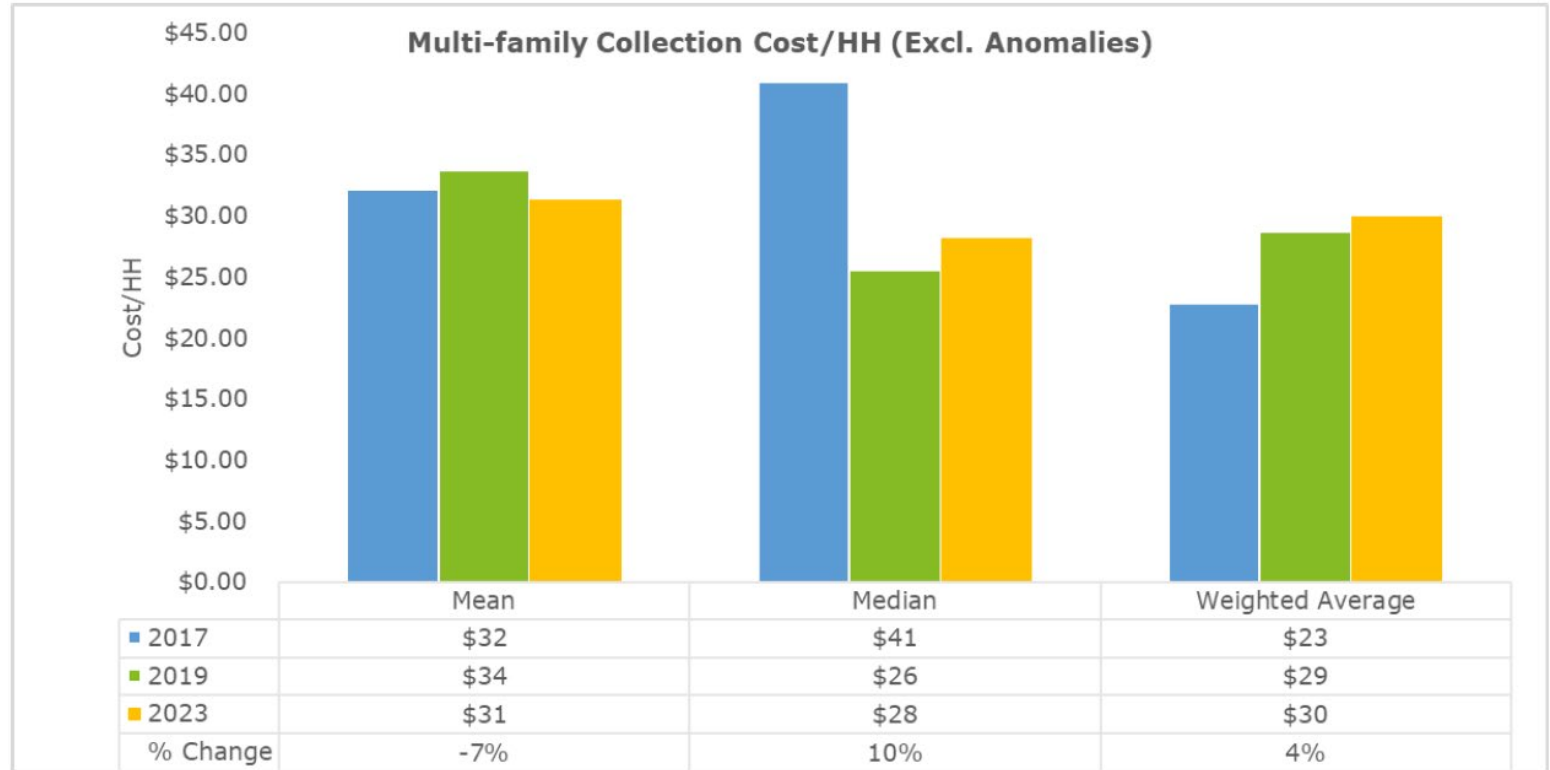


Figure 11. Change in Multi-family Collection Cost/Household (excl. Anomalies, incl. Direct Service)

MULTI-FAMILY COLLECTION

- All multi-family collectors' cost/HH vs. number of HHs

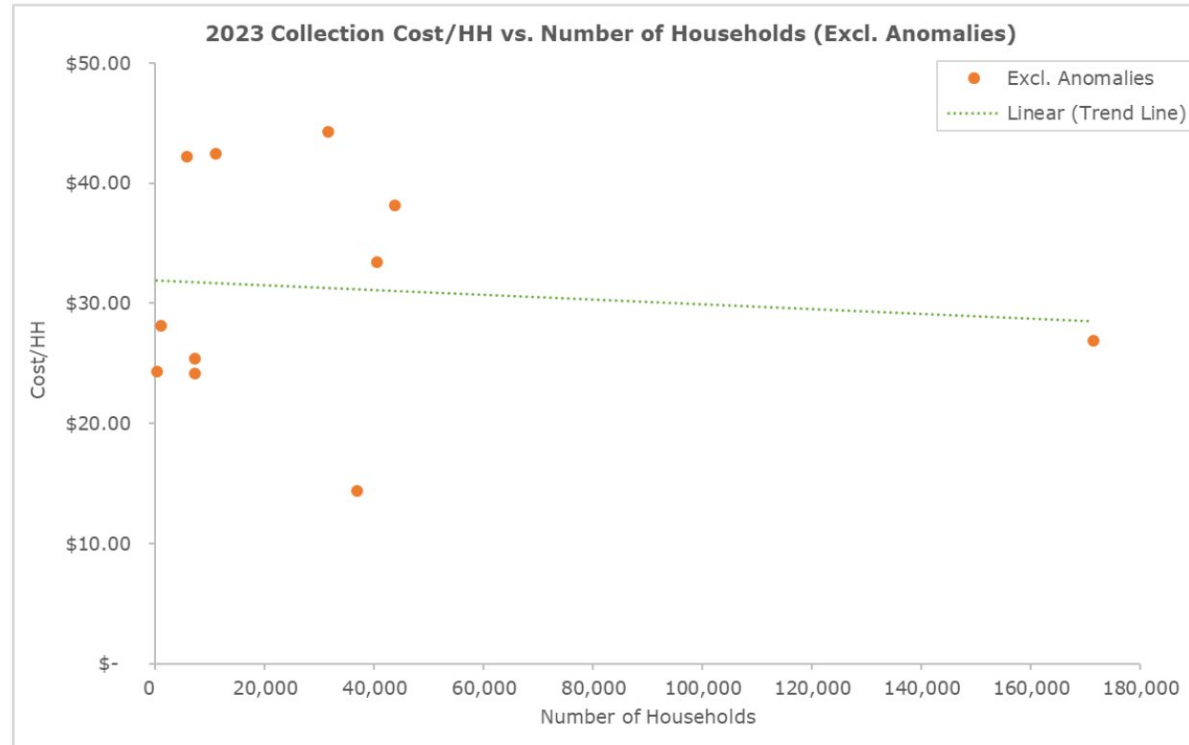


Figure 9. 2023 Multi-family Collection Cost/Household vs. Number of Households (excl. Anomalies, incl. Direct Service)

MULTI-FAMILY COLLECTION

- Multi-family by collection stream
 - Costs varied greatly by collection stream
 - Streams:
 - 1: Single-stream collection
 - 2: Multi-stream collection
 - 3: Multi-stream collection with glass

Table 19. 2023 Multi-family Collection Cost/Household by Number of Streams by Service Provider Type (excl. Anomalies, incl. Direct Service)

Streams	1		2		3	
Service Provider	LG (In-house)	LG (Sub)	LG (In-house)	LG (In-house)	LG (Sub)	DS
Weighted Average	\$42.06	\$16.30	\$42.20	\$33.48	\$38.15	\$29.48

Note – The information in Table 19 has been presented differently to preserve the anonymity of collectors.

DEPOT COLLECTION

- 69 depot collection programs' costs were received and analyzed in the 2024 cost study
- Cost/tonne in 2023 ranged from \$179.68 to \$2,697.82
- Cost/tonne in 2019 ranged from \$161.39 to \$2,803.27
- Weighted average \$561.19, a 32% increase in reported costs from 2019

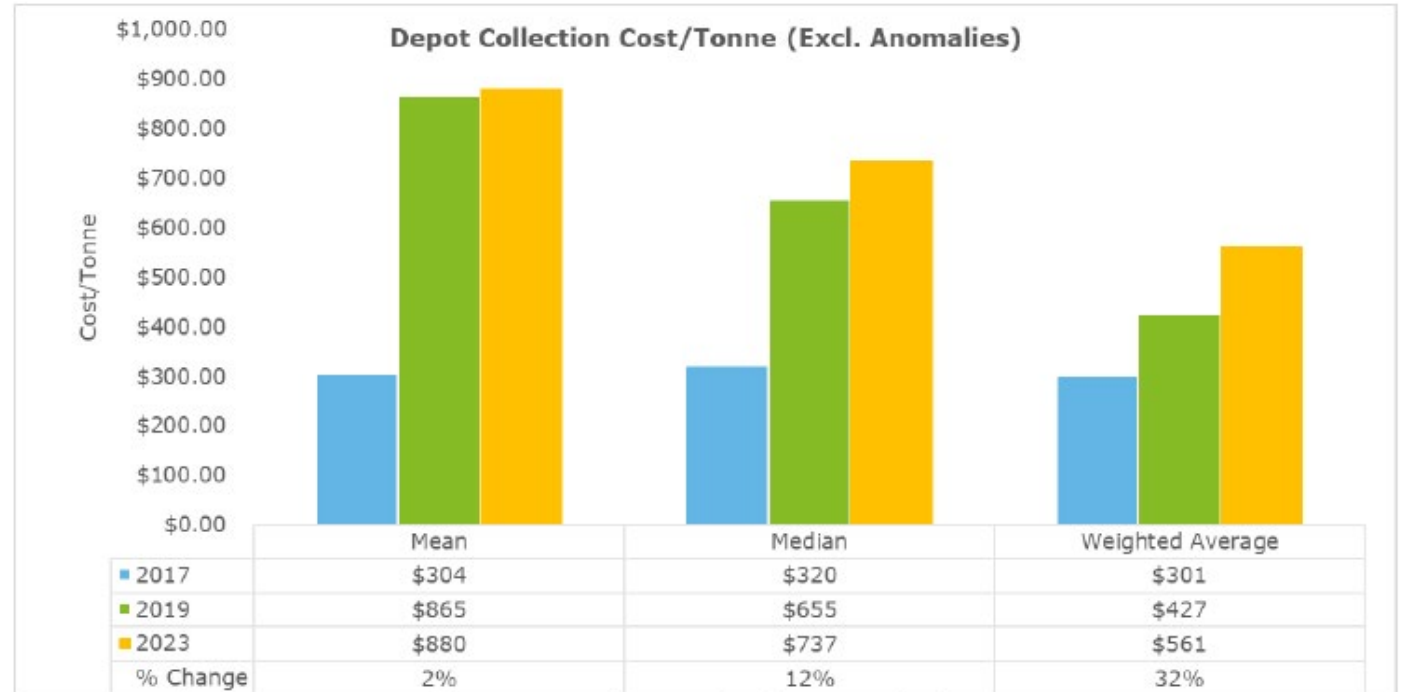


Figure 21. Change in Depot Collection Cost/Tonne (excl. Anomalies)

DEPOT COLLECTION

- Depot collectors were categorized on the size of the depot based on tonnage collected to show the cost/tonne by bucket

Xsmall: ≤ 25 tonnes

Small: > 25 tonnes, ≤ 125 tonnes

Med: > 125 tonnes, ≤ 375 tonnes

Large: > 375 tonnes

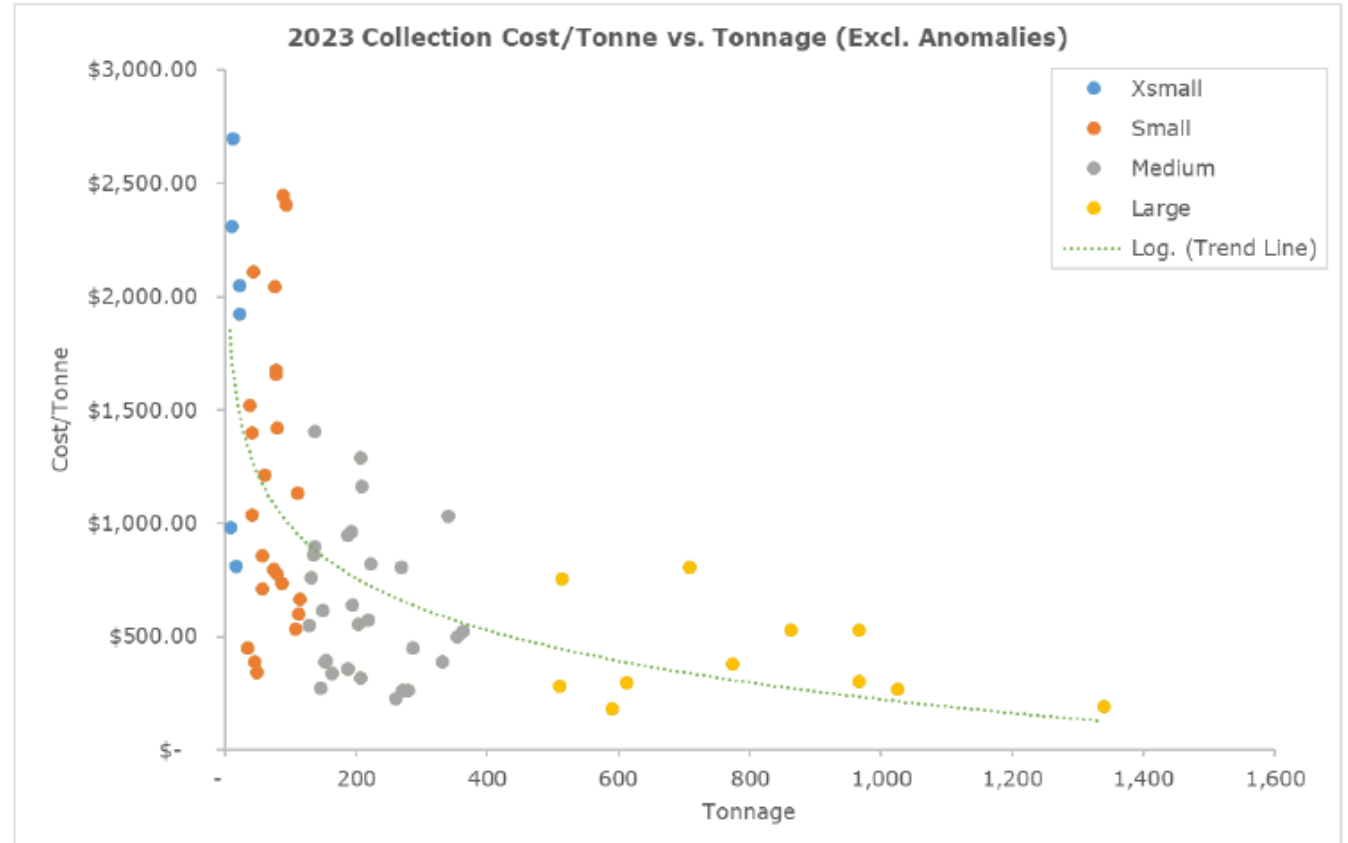


Figure 14. 2023 Depot Collection Cost/Tonne vs Tonnage Collected by Size of Depot (excl. Anomalies)

DEPOT COLLECTION

- The 2024 cost study included two types of depot collectors: Local government and private collectors
- Of the 69 depots analyzed, this study was comprised of 45 local government collection programs and 24 private collectors

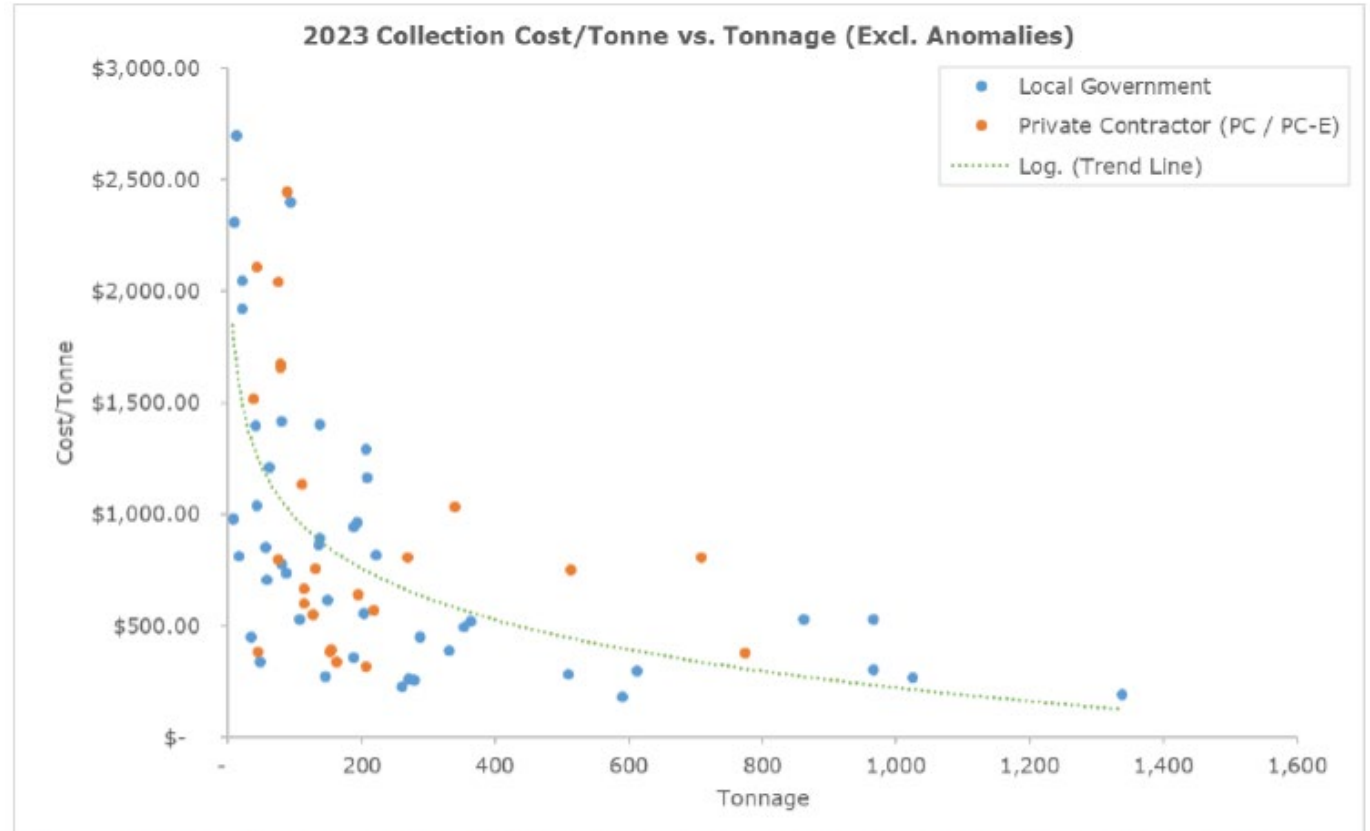


Figure 17. 2023 Depot Collection Cost/Tonne vs Tonnage Collected by Organizational Structure (excl. Anomalies)

DEPOT COLLECTION

- Depot collectors were further analyzed by container type
- Highest weighted average cost per tonne is Super Sacks/Liner bags followed by Front End / Roll-off bins, then baling, then other and finally, compactor

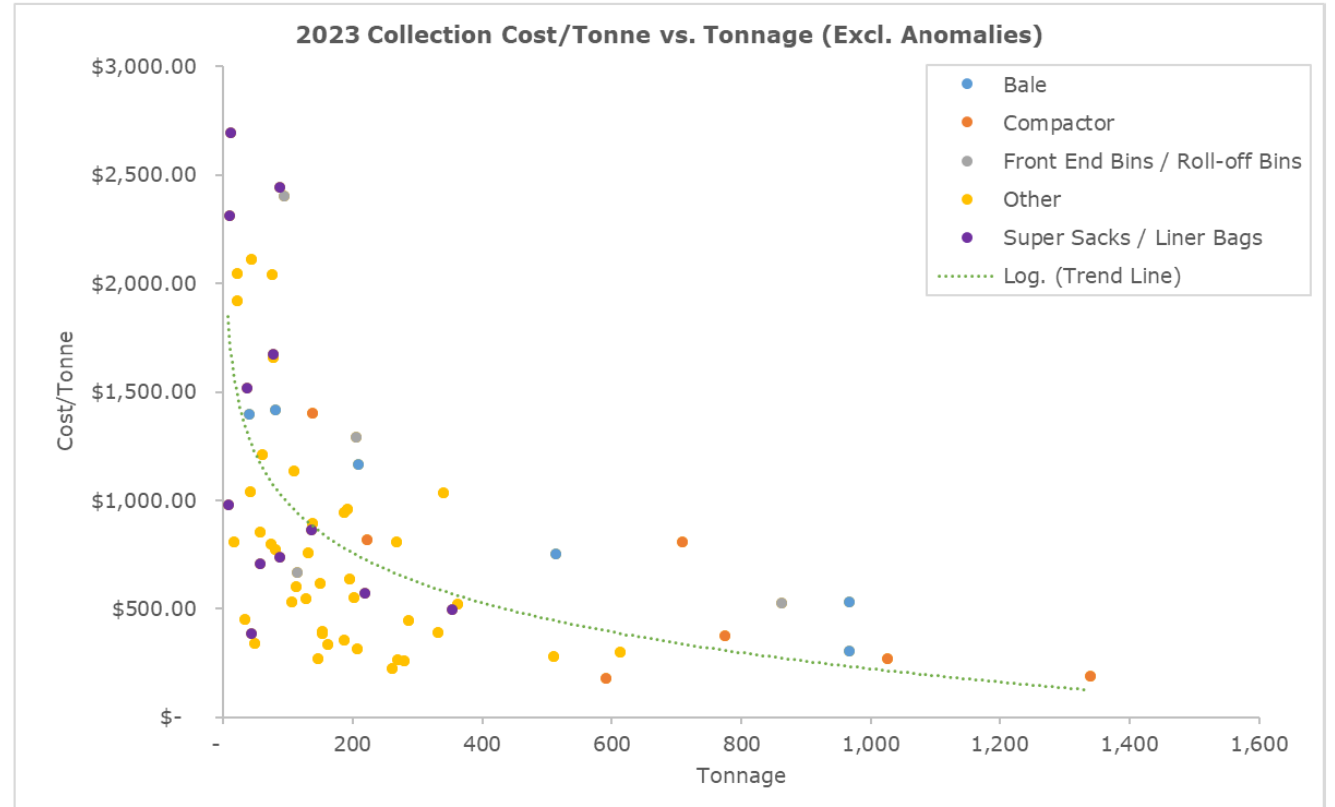


Figure 19. 2023 Depot Collection Cost/Tonne vs Tonnage Collected by Type of Collection Container (excl. Anomalies)

PROMOTION AND EDUCATION

- 26 curbside/multi-family collectors were included in the analysis
- Cost/HH in 2023 ranged from \$0.27 to \$9.38
- Cost/HH in 2019 ranged from \$0.29 to \$9.77
- Weighted average \$2.07, a 76% increase in reported costs

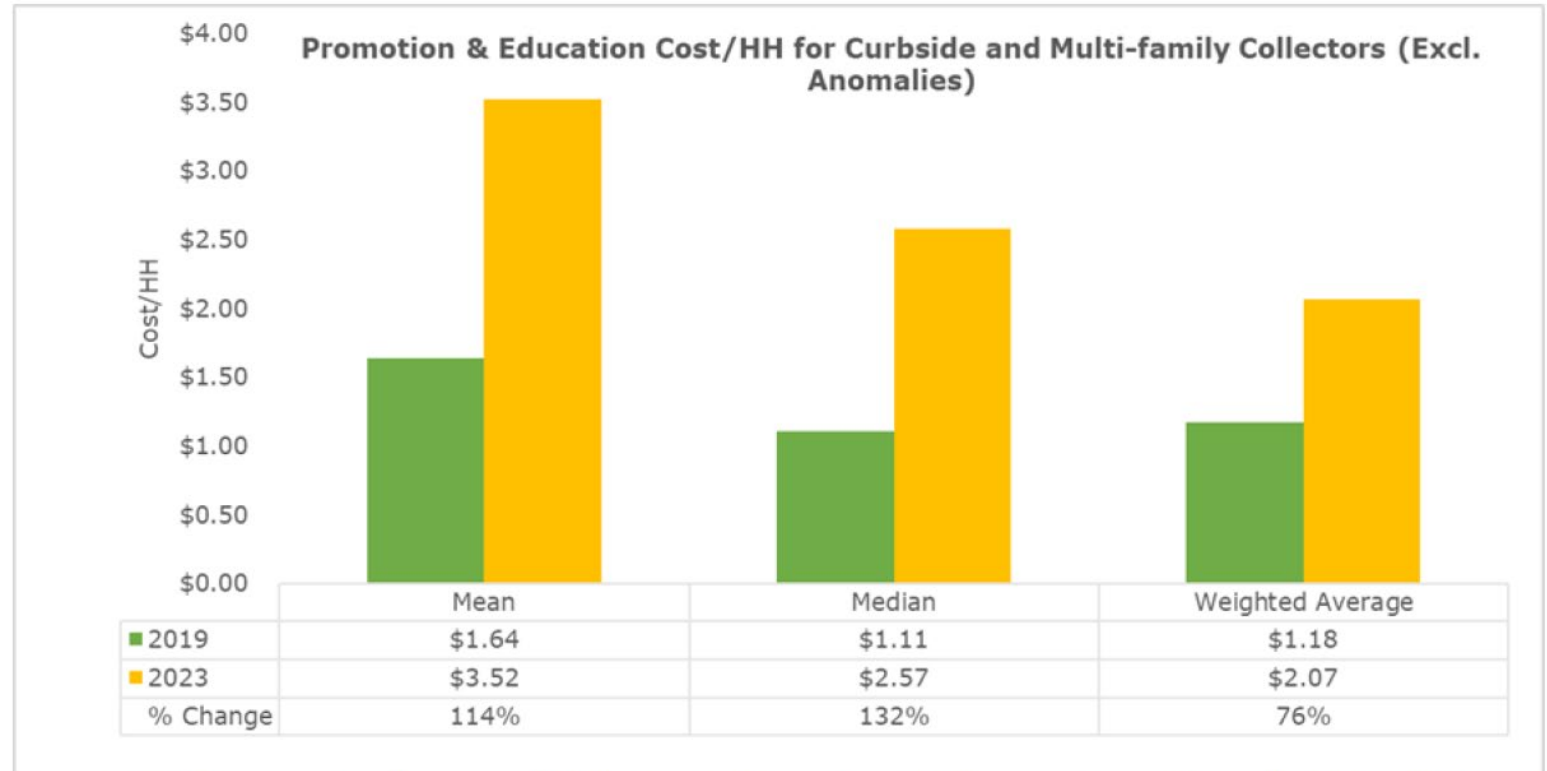


Figure 22. Change in Curbside and Multi-family Promotion & Education Cost/Household (excl. Anomalies, excl. Direct Service)

PROMOTION AND EDUCATION

- 54 depot collectors were included in the analysis
- Cost/tonne in 2023 ranged from \$0.22 to \$262.18
- Cost/tonne in 2019 ranged from \$0.02 to \$128.88
- Weighted average \$16.97, a 90% increase in reported costs

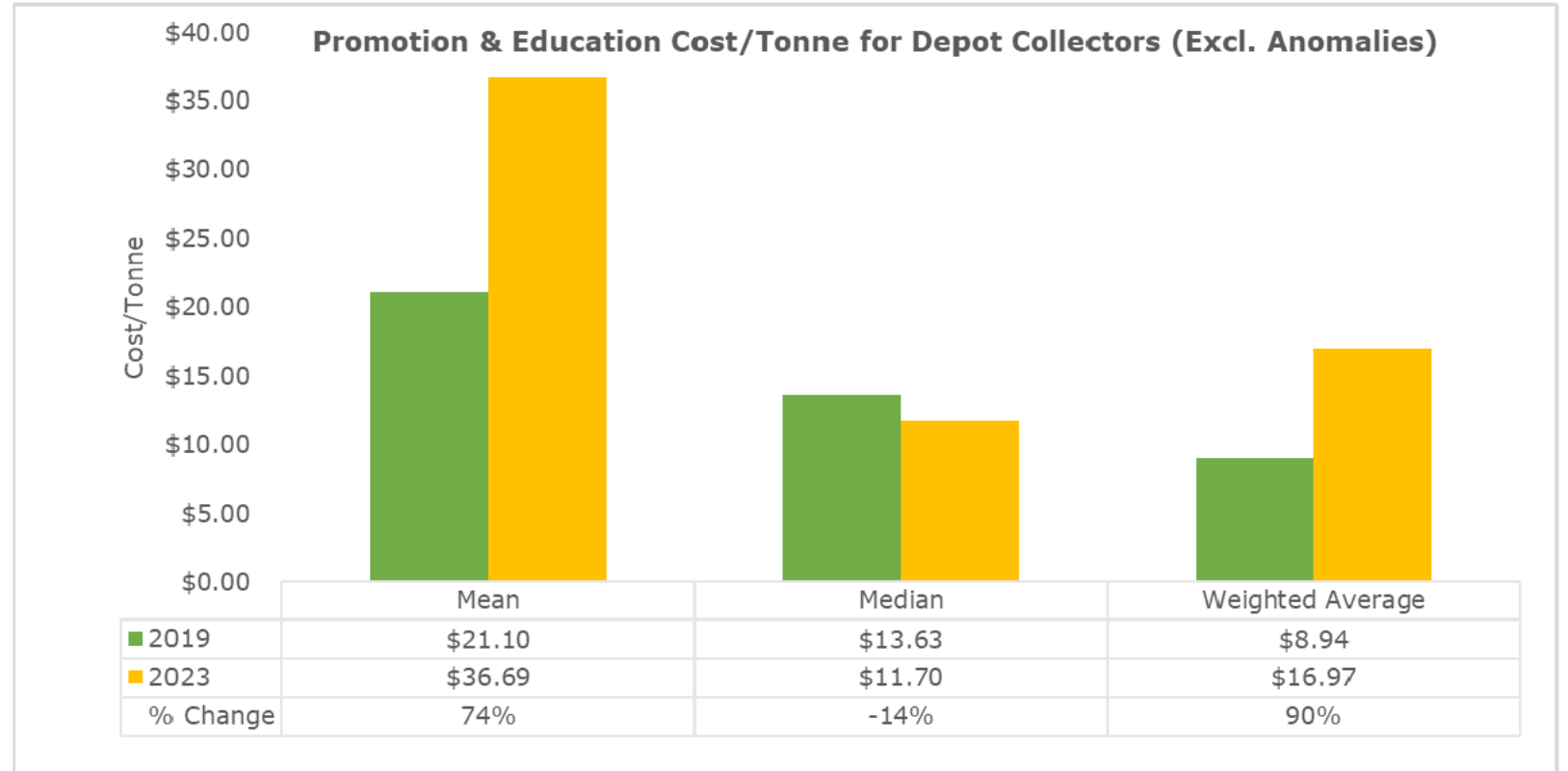


Figure 24. Change in Depot Promotion & Education Cost/Tonne (excl. Anomalies)

SERVICE ADMINISTRATION

- 27 curbside/multi-family collectors were included in the analysis
- Cost/HH in 2023 ranged from \$0.97 to \$28.98
- Cost/HH in 2019 ranged from \$0.53 to \$12.46
- Weighted average \$3.81, a 12% decrease in reported costs

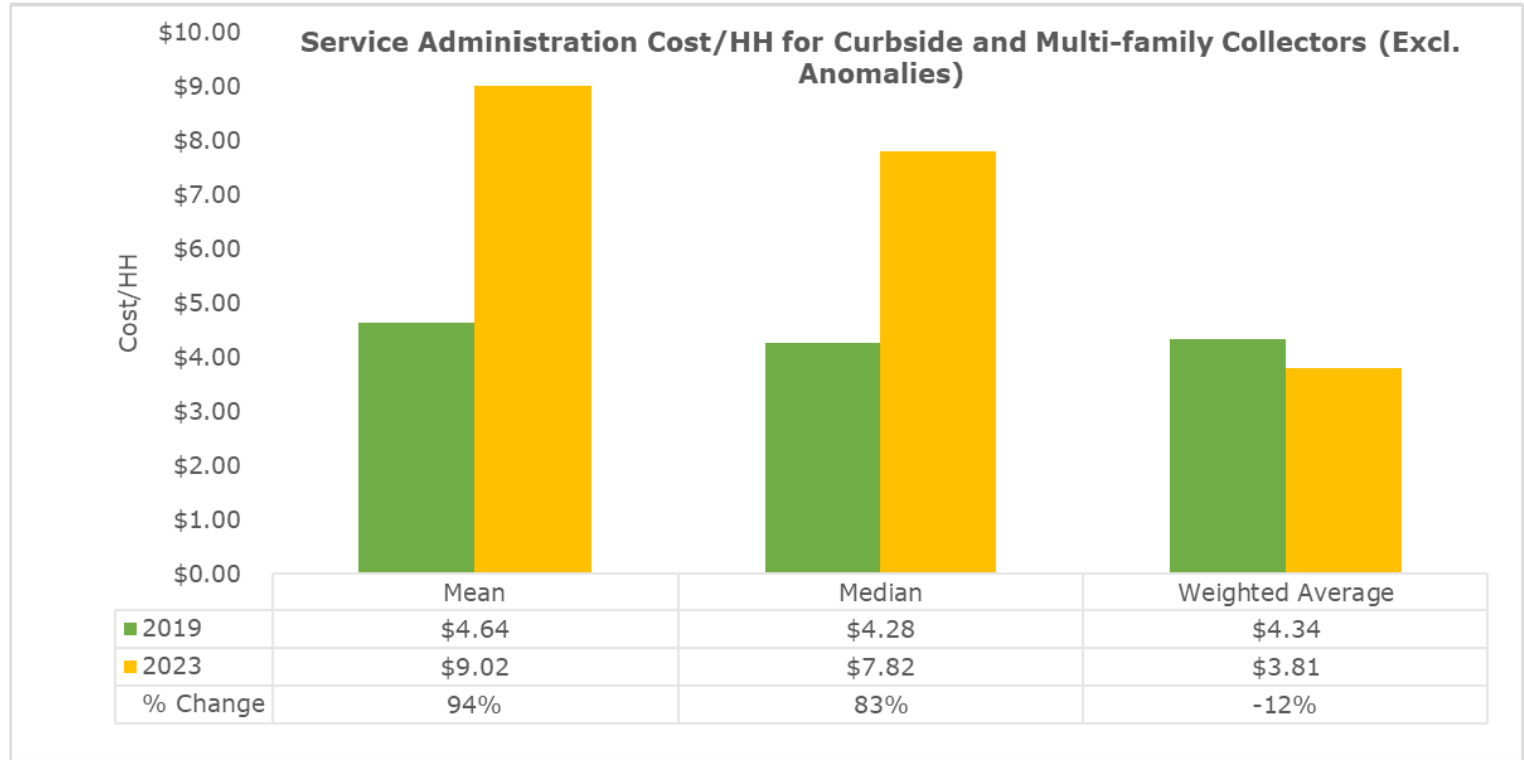


Figure 25. Change in Curbside and Multi-family Service Administration Cost/Household (excl. Anomalies, excl. Direct Service)

SERVICE ADMINISTRATION

- 54 depot collectors were included in the analysis
- Cost/tonne in 2023 ranged from \$2.01 to \$512.09
- Cost/tonne in 2019 ranged from \$1.01 to \$647.46
- Weighted average \$61.38, a 33% increase in reported costs

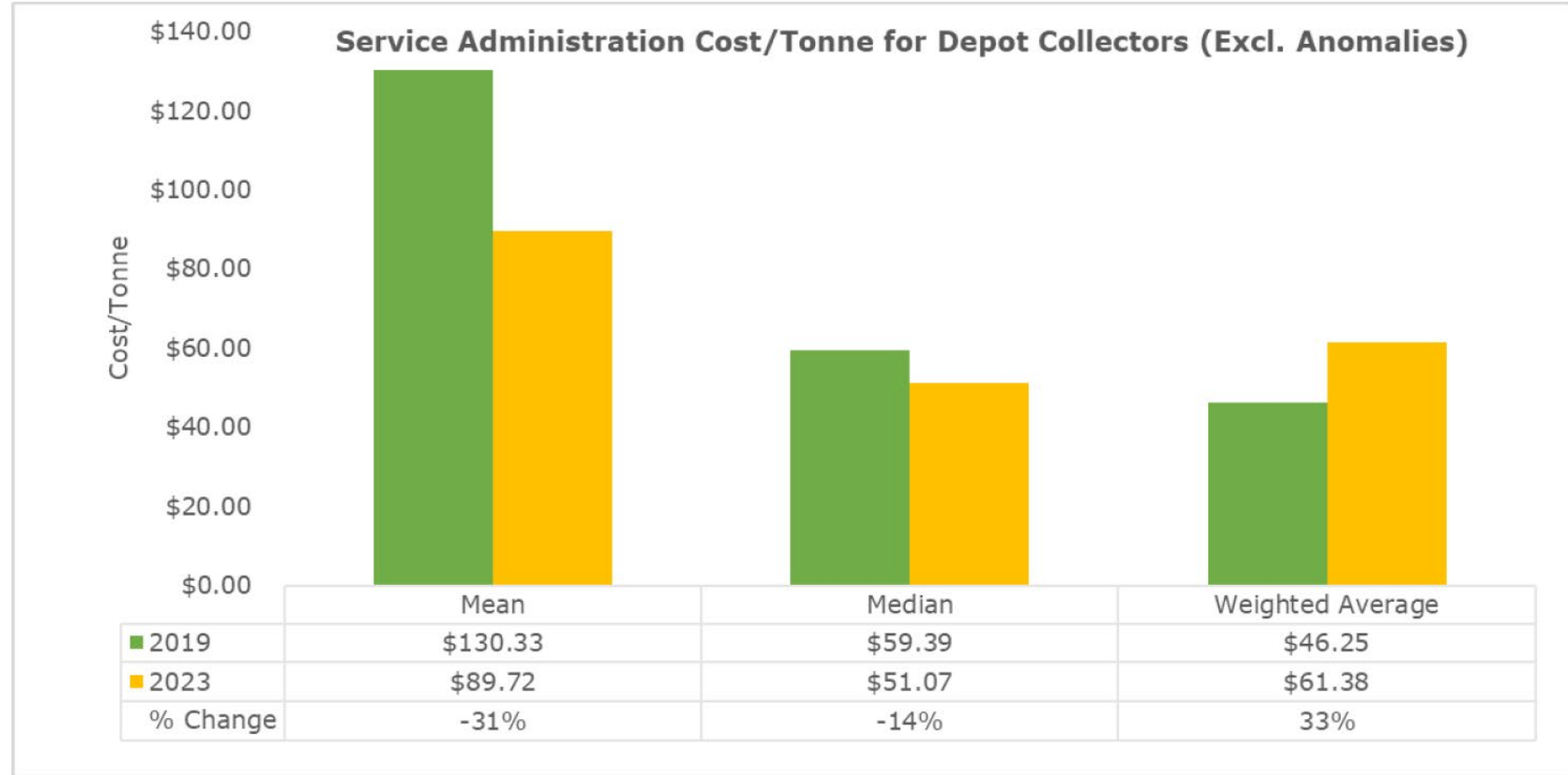


Figure 27. Change in Depot Service Administration Cost/Tonne (excl. Anomalies)

SUMMARY

Cost Category	Number of Collection Programs ¹	Number of Anomalies	Weighted Average ²	4-Year Change % (2020 and 2024 cost studies) of cost/HH or cost/Tonne
Collection Cost				
Curbside Collection (Cost/Household (HH))	40	2	\$60.69	31%
Multi-family Collection (Cost/HH)	11	1	\$29.93	4%
Depot Collection (Cost/Tonne)	69	3	\$561.19	32%
Total Collection Cost	120	6		
Curbside/Multi-family P&E (Cost/HH) ³	26	2	\$2.07	76%
Curbside/Multi-family P&E (Cost/Tonne) ⁴	26	2	\$17.17	79%
Depot P&E (Cost/Tonne) ⁵	54	2	\$16.97	90%
All Collectors P&E (Cost/Tonne) ⁶	80	4	\$17.14	80%
Curbside/Multi-family Service Administration (Cost/HH) ⁷	27	1	\$3.81	-12%
Curbside/Multi-family Service Administration (Cost/Tonne) ⁸	27	1	\$31.48	-11%
Depot Service Administration (Cost/Tonne) ⁹	56	5	\$61.38	33%
All Collectors Service Administration (Cost/Tonne) ¹⁰	83	6	\$35.58	-2%



PROPOSED FINANCIAL INCENTIVE RATES

CURBSIDE COLLECTION

KEY INPUTS - CURBSIDE

○ Cost Study Findings

- Single stream collection is less expensive than multi-stream
- 3-stream collection (including glass) is lower cost than 2-stream collection (addition of glass isn't a significant cost driver)
- Regional factors (zones) don't have a significant influence on costs
- In-house collection more expensive than sub-contracted collection

○ Contamination Impact

- Multi-stream contamination 5.6% = effective collection method (but can do better)
- Single stream contamination at 7.4% = increased post-collection costs & unmarketable material

○ Contractual Inputs

- Contamination requirement relaxing from 3% to 5% Not-Accepted Materials
 - Bonus restructured to award contamination rates below 4%
 - Simplification in customer service and reporting requirements
-

KEY OUTCOMES - CURBSIDE

- Increased fee for all stream types
- Segregated glass \$/tonne remains steady – increase captured in base rate
- Segregated flexible plastics rate – desire to start collection ASAP
- 67% increase to resident education top up to reflect feedback indicating increased spend will further reduce contamination – now on par with multi-family
- Service admin cost study results show 12% decrease from 2019, new fee reflects a 7% increase
- Bonus updated to reward low contamination, starting at \$1 per household for 3.5% - 4%, increasing by \$0.50 for every half a percentage point drop, to a maximum of \$2 per household for less than 2.5% contamination
- Annual fee adjustment based on CPI or cost study, at Recycle BC's discretion

PROPOSED PAYMENT FEES – CURBSIDE

CURBSIDE	Single Stream - Auto Carts	Single Stream - no Auto Cart	Multi-Stream	Segregated Glass	Segregated Flexible Plastics	Service Administration	Resident Education
Unit	\$/hh	\$/hh	\$/hh	\$/Tonne	\$/hh	\$/hh	\$/hh
Current	\$ 37.40	\$ 38.80	\$ 42.80	\$ 80.00	n/a	\$ 3.50	\$ 0.75
New	\$ 41.00	\$ 42.60	\$ 71.10	\$ 80.00	\$ 8.00	\$ 3.75	\$ 1.25
% Increase	10%	10%	66%	0%	n/a	7%	67%

Calculation of Achieved Bonus Amount				
Not Accepted Materials percentage by weight	4.0% - 3.5%	≤ 3.4% - 3.0%	≤ 2.9% - 2.5%	≤ 2.4%
Achieved Bonus Amount	\$ per Curbside Household			
	\$1.00	\$1.50	\$2.00	\$2.50



PROPOSED FINANCIAL INCENTIVE RATES

MULTI-FAMILY COLLECTION

KEY INPUTS – MULTI-FAMILY

○ Cost Study Findings

- Single stream collection is less expensive than multi-stream
- 3-stream collection (including glass) is lower cost than 2-stream collection (addition of glass isn't a significant cost driver)
- Regional factors (zones) don't have a significant influence on costs
- In-house collection more expensive than sub-contracted collection

○ Contamination Impact

- Multi-stream contamination 7.4% = effective collection method (but can do better)
- Single stream contamination at 11.1% = increased post-collection costs & unmarketable material

○ Contractual Inputs

- Contamination requirement relaxing from 3% to 5% Not-Accepted Materials
 - Bonus restructured to award contamination rates below 4%
 - Simplification in customer service and reporting requirements
-

KEY OUTCOMES – MULTI-FAMILY

- Increased fee for all collection types
- Segregated glass \$/tonne remains steady – increase captured in base rate
- 25% increase in resident education top up to reflect feedback indicating increased spend will further reduce contamination
- Service admin cost study results show 12% decrease from 2019, new fee reflects an 8% increase
- Bonus updated to reward low contamination, starting at \$0.50 per household for 3.5% - 4%, increasing by \$0.25 for every half a percentage point drop, to a maximum of \$1 per household for less than 2.5% contamination
- Annual fee adjustment based on CPI or cost study, at Recycle BC's discretion

PROPOSED PAYMENT FEES – MULTI-FAMILY

MULTI-FAMILY	Single Stream	Multi-Stream	Segregated Glass	Segregated Flexible Plastics	Service Administration	Resident Education
Unit	\$/hh	\$/hh	\$/Tonne	\$/hh	\$/hh	\$/hh
Current	\$ 18.75	\$ 21.90	\$ 80.00	n/a	\$ 2.00	\$ 1.00
New	\$ 19.60	\$ 31.20	\$ 80.00	\$ 4.00	\$ 2.15	\$ 1.25
% Increase	5%	42%	0%	n/a	8%	25%

Calculation of Achieved Bonus Amount				
Not Accepted Materials percentage by weight	4.0% - 3.5%	≤ 3.4% - 3.0%	≤ 2.9% - 2.5%	≤ 2.4%
Achieved Bonus Amount	\$ per Multi-Family Household			
	\$0.50	\$0.75	\$1.00	\$1.25



PROPOSED FINANCIAL INCENTIVE RATES

DEPOT COLLECTION

KEY INPUTS - DEPOTS

○ Cost Study Findings

- Smaller depots experience higher cost per tonne than larger depots
- No distinction between depots with curbside collection and those without
- Container type not a driving factor
- No clear trend that style of ownership impacts depot costs (local government vs. private)

○ Contamination Impact

- Contamination requirement relaxing from 3% to 5% Not-Accepted Materials
- Non-stewarded material (IC&I) enters program through depot system = cost burden

○ Contractual Inputs

- Service Level Failure Credit amounts become proportional to depot's annualized fee
- Simplification in customer service and reporting requirements

KEY OUTCOMES - DEPOTS

- New fee rates reflect an 80% increase in total fee payment compared to 2023 actuals (based on same tonnage and material split)
 - Fees designed to reflect fair and reasonable incentives, and are inclusive of:
 - 5% Margin / resident education (private/local government)
 - 1% Resident education (all)
 - 3% CPI increase from 2023
 - 5% Service administration
 - Depot fees defined by depot size, reflecting the results of the cost study which shows higher cost per tonne for smaller depots
 - Material specific fees calculated based on the relative costs of each material category and the relative amount of tonnes collected in each material category
 - Flexible Plastics fee rate held steady for Size 3 & 4
 - Annual fee rate adjustment based on CPI or cost study, at Recycle BC's discretion
-

PROPOSED FEE RATES - DEPOTS

DEPOT	Mixed Paper	Mixed Container	Glass	Flexible Plastics	Expanded Polystyrene
Current (w/out Curb/MF)	\$ 138.16	\$ 265.33	\$ 90.00	\$ 1,250.00	\$ 2,000.00
Current (w/ Curb/MF)	\$ 94.20	\$ 141.30	\$ 90.00	\$ 1,250.00	\$ 2,000.00
Current (Additional Baling Fee)	\$ 115.50	\$ 115.50		\$ 660.00	

New:	\$/tonne				
Size 1: < 80 tonnes					
Fee per Tonne	\$ 475.00	\$ 955.00	\$ 750.00	\$ 1,975.00	\$ 7,800.00
Baling per Tonne	\$ 180.00	\$ 190.00		\$ 790.00	
Size 2: ≥ 80 or < 125 tonnes					
Fee per Tonne	\$ 350.00	\$ 800.00	\$ 595.00	\$ 1,375.00	\$ 6,195.00
Baling per Tonne	\$ 180.00	\$ 190.00		\$ 790.00	
Size 3: ≥ 125 or < 400 tonnes					
Fee per Tonne	\$ 215.00	\$ 790.00	\$ 340.00	\$ 1,250.00	\$ 3,330.00
Baling per Tonne	\$ 180.00	\$ 190.00		\$ 790.00	
Size 4: ≥ 400 tonnes					
Fee per Tonne	\$ 130.00	\$ 530.00	\$ 295.00	\$ 1,250.00	\$ 2,365.00
Baling per Tonne	\$ 180.00	\$ 190.00		\$ 790.00	

CURRENT TO PROPOSED FEE RATES COMPARISON

Relative Increases to Current Rates	Mixed Paper	Mixed Container	Glass	Flexible Plastics	Expanded Polystyrene
Size 1: < 80 tonnes					
Without Curb/MF	244%	260%	733%	58%	290%
With Curb/MF	404%	576%	733%	58%	290%
Additional for Baling	56%	65%		20%	
Size 2: ≥ 80 or < 125 tonnes					
Without Curb/MF	153%	202%	561%	10%	210%
With Curb/MF	272%	466%	561%	10%	210%
Additional for Baling	56%	65%		20%	
Size 3: ≥ 125 or < 400 tonnes					
Without Curb/MF	56%	198%	278%	0%	67%
With Curb/MF	128%	459%	278%	0%	67%
Additional for Baling	56%	65%		20%	
Size 4: ≥ 400 tonnes					
Without Curb/MF	-6%	100%	228%	0%	18%
With Curb/MF	38%	275%	228%	0%	18%
Additional for Baling	56%	65%		20%	

CURRENT VS PROPOSED FEE RATES COMPARISON - BALING

Relative Increase to Current Rates for Baled Materials	Mixed Paper	Mixed Container	Glass	Flexible Plastics	Expanded Polystyrene
Size 1: < 80 tonnes					
Without Curb/MF (Baled)	158%	201%		45%	
With Curb/MF (Baled)	212%	346%		45%	
Size 2: ≥ 80 or < 125 tonnes					
Without Curb/MF (Baled)	109%	160%		13%	
With Curb/MF (Baled)	153%	286%		13%	
Size 3: ≥ 125 or < 400 tonnes					
Without Curb/MF (Baled)	56%	157%		7%	
With Curb/MF (Baled)	88%	282%		7%	
Size 4: ≥ 400 tonnes					
Without Curb/MF (Baled)	22%	89%		7%	
With Curb/MF (Baled)	48%	180%		7%	



NEXT STEPS

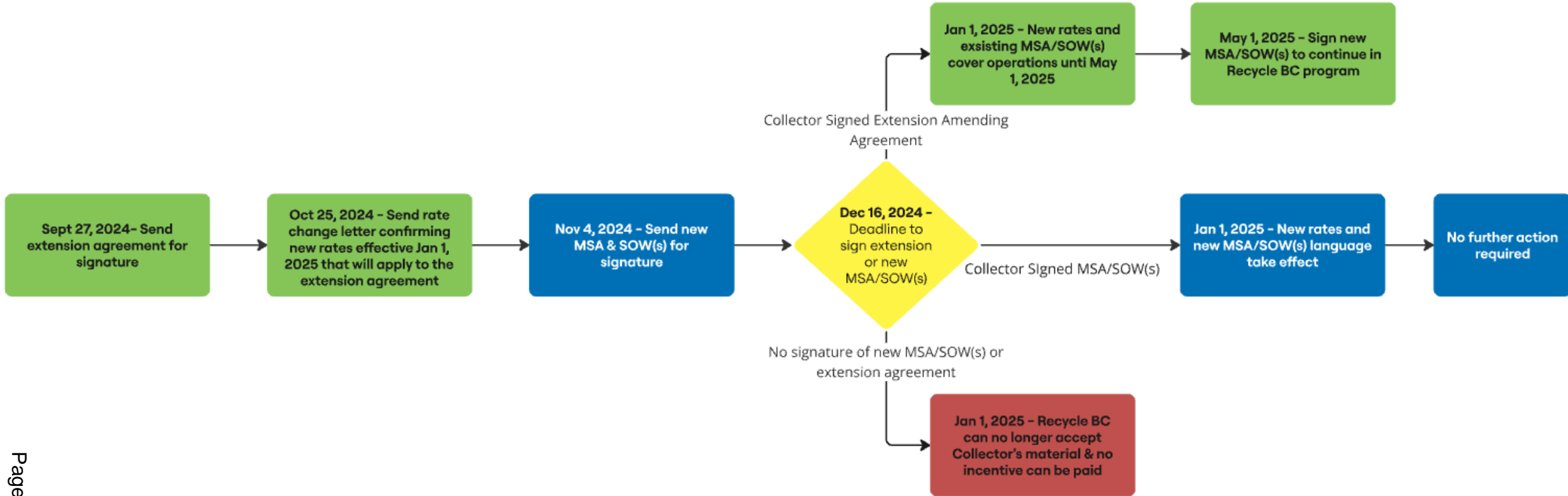
FEEDBACK PERIOD

September 25 – October 15, 2024
Feedback Period
agreements@recyclebc.ca

October 25, 2024
Final Incentive Rates

NEW TIMELINE

Anticipated Dates:





QUESTIONS?

THANK YOU



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Making a difference together.



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DATE: November 20, 2024

FILE NUMBER: 0530

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: 2025 Council Meetings and Open House Schedule

1.0 PURPOSE

To confirm the schedule for 2025 Council meetings and a public Open House event.

2.0 RECOMMENDATION

THAT the 2025 regular Council meeting schedule be established as follows:

January 14th and 28th
February 11th and 25th
March 11th and 25th
April 8th and 22nd
May 13th and 27th
June 10th and 24th
July 8th and 22nd
August 12th and 26th
September 9th
October 14th and 28th
November 11th and 25th
December 9th

THAT an Open House be held at 6:00 p.m. on Tuesday, February 4, 2025.

3.0 BACKGROUND

The 2025 schedule of Council meetings has been drafted in accordance with the Council Procedures bylaw. An Open House event is proposed for 6:00 p.m. on Tuesday, February 4, 2025, to present Council's Strategic Priorities to the public and gather input regarding items to be included in the 2025 budget. A Council resolution is requested to confirm the proposed schedule.

4.0 DISCUSSION

The proposed schedule of regular Council meetings includes meetings on the first and second Tuesday of each month, except for September and December, when the second meeting is cancelled due to conflicts with the UBCM Convention and the holiday season respectively. Quarterly progress reports are planned for the February 25th, April 22nd, July 22nd and October 28th meetings. An all-day, in camera, fall Strategic Planning session is planned for October 19th.

Additional special meetings of Council, including Committee of the Whole meetings on specific topics, can be scheduled as needed. Committee of the Whole meetings can be stand-alone meetings, or they can be held in conjunction with regular or special Council meetings.

The proposed Open House will begin the process of public consultation regarding the municipal budget. Residents and other stakeholders will be invited to learn about the Strategic Priorities identified by Council and provide input regarding development of the 2025 budget. A Committee of the Whole meeting on March 4th is planned for further budget deliberations.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Confirm the proposed schedule.**
2. Confirm alternate dates.
3. Refer back to staff for further review and report.

6.0 FINANCIAL CONSIDERATIONS

The proposed schedule of Council meetings must be advertised in the newspaper as well as on the Village website and bulletin boards at City Hall. The required notice will be placed in the Pennywise and the Valley Voice, in conjunction with other year-end advertising. Total estimated cost: \$600.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Section 166 of the *Community Charter* requires Council to undertake a process of public consultation regarding the proposed financial plan before it is adopted.

Section 5 of Council Procedures Bylaw No. 1279, 2022 indicates that Council meetings will generally take place at City Hall beginning at 6:00 p.m. on the second Tuesday of each month, and that they may also be held on the fourth Tuesday of each month. Section 6 of the bylaw requires that a schedule of the dates times and places of regular Council meetings be made available before January 1 of each year, and advertised in accordance with the *Community Charter*. Section 7 of the bylaw outlines the provisions for special meetings.

8.0 STRATEGIC PRIORITIES

None to report.

9.0 OTHER CONSIDERATIONS

None to report.

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- 2025 Council Schedule DRAFT

CAO COMMENTS:

Council is being asked to determine its schedule of meetings for 2025, and is free to amend the proposed schedule as it sees fit. The only constraint is the Council Procedures Bylaw. Council is also being asked to provide direction with respect to an Open House for the purpose of highlighting Council's strategic priorities through 2025, services that the Village offers, and seek input into the 2025 budget. There wouldn't be an agenda or presentations, just tables, chairs, and refreshments along with staff and Council available to casually interact with the public and answer any questions they may have. Staff would like to suggest that all local non-profit organizations and partners of the Village be invited to attend (ex. Kaslo & District Arena board, Kaslo Senior Citizen's Association, Kootenay Lake Historical Society, etc.). If Council chooses to proceed with the Open House, staff will coordinate a venue, provide public notice, and send invitations.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

November 20, 2024

Date

2025 COUNCIL SCHEDULE

REGULAR COUNCIL MEETINGS

2nd & usually 4th Tuesday at 6:00 pm

Strategic Priorities updates planned for dates indicated

January 14 th and 28 th	July 8 th and <u>22nd</u>
February 11 th and <u>25th</u>	August 12 th and 26 th
March 11 th and 25 th	September 9 th
April 8 th and <u>22nd</u>	October 14 th and <u>28th</u>
May 13 th and 27 th	November 11 th and 25 th
June 10 th and 24 th	December 9 th

ADDITIONAL EVENTS

Open House	6:00 p.m. Tuesday, February 4 th – Municipal Priorities
Committee of the Whole Meeting	6:00 p.m. Tuesday, March 4 th – Budget Discussions
Special Council Meeting	6:00 p.m. Thursday, May 8 th – 3 rd reading of Tax Rates & Budget Bylaws
Special In Camera Meeting	9:00 a.m. Sunday, October 19 th – Strategic Planning
<i>Additional SPECIAL MEETINGS of Council, including COMMITTEE OF THE WHOLE MEETINGS are scheduled as needed</i>	

OTHER IMPORTANT DATES

CBT BOARD MEETING, CASTLEGAR , JANUARY 23-25
FCM VIRTUAL COMMITTEE MEETINGS , MARCH 3-7
LGLA FORUM, VIRTUAL/RICHMOND , MARCH 12-14
FCM BOARD MEETINGS, DORVAL , MARCH 16-22
CBT BOARD MEETING, KIMBERLEY , APRIL 3-5
AKBLG ANNUAL GENERAL MEETING AND CONFERENCE, KIMBERLEY , APRIL 25-27
Adoption of Audited Financial Statements – by May 15th
Adoption of 2025 Tax Rates & Five-Year Financial Plan Bylaws – before May 15th
CBT BOARD MEETING, VALEMOUNT , MAY 22-24
FCM ANNUAL CONFERENCE AND TRADESHOW, OTTAWA , MAY 29 – JUNE 1
UBCM Ministerial Meeting Request Deadline – late June
Presentation of Annual Report – by June 30th
CBT BOARD MEETING, NAKUSP , JULY 24-26
UBCM Meeting Request Deadline – late August
CBT BOARD MEETING, RADIUM , SEPTEMBER 18-20
UBCM ANNUAL CONVENTION AND AGM, VICTORIA , SEPTEMBER 22-26
Adoption of Permissive Tax Exemption Bylaw for 2026 – by October 31st
CBT BOARD MEETING, NELSON , NOVEMBER 27-29

DATE: November 20, 2024

FILE NUMBER: 1850

TO: Robert Baker, Chief Administrative Officer

FROM: Catherine Allaway, Corporate Officer

SUBJECT: Additional Fall Recreation Grants

1.0 PURPOSE

To consider awarding additional 2024 Fall Recreation Grant funds.

2.0 RECOMMENDATION

THAT a 2024 Fall Recreation Grant of \$500 be issued to the J.B. Fletcher Restoration Society.

THAT a 2024 Fall Recreation Grant of \$500 be issued to the Kaslo Cougars.

3.0 BACKGROUND

The Recreation Grants Committee met on 2024.11.05 to consider the applications submitted for funding in the Fall Recreation Grant intake and make recommendations regarding the allocation of grant funds. The committee felt that the applications received from the Kaslo Cougars and the J.B. Fletcher Restoration Society did not meet the criteria set out in the Recreation Grants Policy. The committee indicated it would welcome revised applications from these groups, in accordance with Council's policy regarding late applications, as there is funding still available. Revised applications have been received from the two groups and are submitted to Council for consideration. A Council resolution is required to authorize the award of grant funds.

4.0 DISCUSSION

Council awarded grants totalling \$4,200 to 9 different applicants at the 2024.11.12 Council Meeting, as recommended by the Committee. At their 2024.11.05 the Committee indicated that they supported the applications from JB Fletcher Restoration Society and Kaslo Cougars in principle but felt that the proposed use of funds did not meet the eligibility criteria. The revised applications, which staff have clarified will use grant money to fund a facilitator/instructor (JB Fletcher) and ice time (Cougars), do meet the eligibility criteria. Award of the full amount requested (\$500 maximum) is recommended for both applicants.

The policy regarding late applications indicates that a further committee meeting will be held to adjudicate late applications, however, given their support in principle for the proposed activities, the committee has asked that the revised applications be forwarded directly to Council for a decision.

5.0 OPTIONS

Recommendation is indicated in **bold**. Implications are in *italics*.

1. **Award funds to the 2 applicants. Grants will be issued.**

2. Do not award funds to the 2 applicants. *Grants will not be issued.*
3. Refer back to the Recreation Grants committee for a formal report. *A Recreation Grant Committee meeting will be scheduled to consider the matter and submit a recommendation to Council.*

6.0 FINANCIAL CONSIDERATIONS

Annually there is \$10,000 available for the Kaslo & Area D Recreation Grant program. This includes contributions from both the Village of Kaslo and Area D, with any unallocated amounts from grant intakes carried forward to the following year. This year there was a surplus of \$10,810.75 from previous years and to reduce RDCK expenditures, no further \$10,000 was allocated for 2024. \$5,000 was awarded in the 2024 Spring intake and \$4,200 was already awarded in the Fall 2024 Recreation Grant intake, leaving \$1,610.75 available. Awarding the additional grants as recommended would leave a surplus of \$610.75 to carry forward to 2025.

7.0 LEGISLATION, POLICY, BYLAW CONSIDERATIONS

Recreation Grant funds are collected through taxation, as part of RDCK S221 “Community Facility Recreation & Parks-Kaslo and Area D”, and disbursed by the Village of Kaslo.

The Recreation Grants Committee is a select committee of Council, in accordance with s.141 of the *Community Charter*, composed of the Mayor, a Councillor and 3 members of the public. The mandate of the committee, established in the Terms of Reference adopted by Council resolution #12/2023, is to review and evaluate applications from eligible community organizations seeking recreation grants, and make recommendations to Council regarding the allocation of budgeted funds.

The Recreation Grant Policy adopted in 2018 allows late applications for eligible projects up to one month after the deadline (October 18/November 18, 2024) when there are funds available. The policy further states that the revised applications will be emailed to the committee, email votes will be collected and the chair will forward the recommendation to Council. The policy prescribing this procedure was adopted by Council resolution (not by bylaw) so it may be varied by Council resolution.

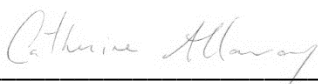
8.0 STRATEGIC PRIORITIES

None to report

9.0 OTHER CONSIDERATIONS

None to report

RESPECTFULLY SUBMITTED



Catherine Allaway, Corporate Officer

ATTACHMENTS:

- Revised 2024 Fall Recreation Grant Application – JB Fletcher Restoration Society
- Revised 2024 Fall Recreation Grant Application – Kaslo Cougars
- Recreation Grant Policy (2018)

CAO COMMENTS:

If Council supports the Committee’s request and recommendation, then it should proceed as presented.

APPROVED FOR SUBMISSION TO COUNCIL:



Robert Baker, Chief Administrative Officer

November 22, 2024

Date



VILLAGE OF KASLO & AREA D
 RECREATION GRANT FUNDING APPLICATION
 413 Fourth Street, PO Box 576, Kaslo, B.C. V0G 1M0

✓ REQUIRED ELEMENTS	
✓	Only one (1) application may be submitted per group
✓	Maximum application amount is Five Hundred Dollars (\$500)
✓	The most current financial statements MUST accompany this application.
✓	Activity must be conducted within the Village of Kaslo or Area D.
✓	Only recreation activities are eligible (see policy for definitions)
✓	All reporting on Recreation Grants awarded more than 6 months ago is complete

We are collecting your personal information under 26(c) of the Freedom of Information and Protection of Privacy Act for the purpose of managing the Recreation Grant Program. If you have questions about our collection of your information, please contact the Privacy Officer at corporate@kaslo.ca or call 250-353-2311 x105.

ORGANIZATION INFORMATION	
Name of Organization	J. B. Fletcher Restoration Society
Mailing Address	Box 1314, Ainsworth, BC V0G 1A0
President	Pat Desmeules
Vice President	TBD
Secretary	Judy Madelung
Treasurer	Judy Madelung

CONTACT INFORMATION	
Contact Person Name	
Contact Person Email	
Contact Person Phone	

Amount of Recreation Grant funding requested: \$500

DESCRIBE YOUR PROJECT – Tell us who/when/what will be happening:

We are opening up our Tea + Textiles to more people. The event will happen once a month at the JB Fletcher Store and will be open to anyone who wants to work on a craft. The program will be called Craft Tea.

DESCRIBE YOUR NEED – Explain your group's need for funding:

We would use the funding to facilitate bringing someone in to open up the building and host these sessions.

PROJECT LOCATION – Describe where the activities will take place:

The activities will take place in the main part of the museum itself.

PROJECT BUDGET – List all sources of revenue and all expenses or attach a separate page with this information:

Revenue		Expense	
Source	Amount	Description	Amount
Village of Kaslo	500.00	12 mos. X 41.67	500.00
Donated Tea	100.00	Supplied Tea	100.00
Total Revenue	600.00	Total Expense	600.00

USE OF GRANT FUNDS – Describe how grant funds will be spent (see the Recreation Grant Policy for information about eligible expenses)

The funds will be used to support staffing the events.

WHO WILL BENEFIT – Tell us about the targeted participants and/or audience.

The majority of participants come from Kaslo and are a variety of ages. We are opening up the events to a wider range of crafters.

ACCESSIBILITY – What measures, if any, are in place to make the project activities accessible to all?

The Craft Tea sessions will be open to anyone of any age who creates.
We do have limitations with wheelchair accessibility but we are able to assist with getting people in.

By signing below I confirm that the above information is correct, to the best of my knowledge, and that I have the authority to submit this application on behalf of the group:

Signature

T. White

Printed Name

Tammy White

Date

Sept. 27, 2024



VILLAGE OF KASLO & AREA D
RECREATION GRANT FUNDING APPLICATION
413 Fourth Street, PO Box 576, Kaslo, B.C. V0G 1M0

✓ REQUIRED ELEMENTS	
✓	Only one (1) application may be submitted per group
✓	Maximum application amount is Five Hundred Dollars (\$500)
✓	The most current financial statements MUST accompany this application.
✓	Activity must be conducted within the Village of Kaslo or Area D.
✓	Only recreation activities are eligible (see policy for definitions)
✓	All reporting on Recreation Grants awarded more than 6 months ago is complete

We are collecting your personal information under 26(c) of the Freedom of Information and Protection of Privacy Act for the purpose of managing the Recreation Grant Program. If you have questions about our collection of your information, please contact the Privacy Officer at corporate@kaslo.ca or call 250-353-2311 x105.

ORGANIZATION INFORMATION	
Name of Organization	Kaslo Cougars Women's Hockey
Mailing Address	Box 1109
President	Audrey S. Calvo
Vice President	
Secretary	Marie Sauvage
Treasurer	

CONTACT INFORMATION	
Contact Person Name	
Contact Person Email	
Contact Person Phone	

Amount of Recreation Grant funding requested: <div style="margin-left: 20px; color: blue;">\$500</div>			
DESCRIBE YOUR PROJECT – Tell us who/when/what will be happening: <div style="margin-left: 20px; color: blue;">Ice time is the biggest cost for our team, offsetting that cost would relieve the narrow line between positive and negative in our budget.</div>			
DESCRIBE YOUR NEED – Explain your group’s need for funding: <div style="margin-left: 20px; color: blue;">We have attached an invoice for October ice-times. Funding will take a little bit of the load off ensuring completely full ice-times to cover the ice cost in the months to come</div>			
PROJECT LOCATION – Describe where the activities will take place: <div style="margin-left: 20px; color: blue;">Kaslo Arena.</div>			
PROJECT BUDGET – List all sources of revenue and all expenses or attach a separate page with this information:			
Revenue		Expense	
Source	Amount	Description	Amount
Total Revenue		Total Expense	

USE OF GRANT FUNDS – Describe how grant funds will be spent (see the Recreation Grant Policy for information about eligible expenses)

Retroactive to cover ice-time costs that were not completely full.

WHO WILL BENEFIT – Tell us about the targeted participants and/or audience.

Kaslo Cougars Women's Hockey Team is comprised of local community members, daughters, sisters, mothers, partners who in turn support their families to participate in activities at the arena. Everyone wins.

ACCESSIBILITY – What measures, if any, are in place to make the project activities accessible to all?

The arena is quite accessible to all visitors, as is Kaslo, in general. Hockey is an accessible sport to folks of diverse backgrounds and abilities.

By signing below I confirm that the above information is correct, to the best of my knowledge, and that I have the authority to submit this application on behalf of the group:

Signature



Printed Name

Tanya Gaskell

Date

September 18, 2024

THE VILLAGE OF KASLO
Resolution 150 / 2018

POLICY TITLE: Recreation Grants

POLICY STATEMENT:

A policy to provide guidance to committees and Council on the matter of processing and considering Recreation Grants, funded by the RDCK Kaslo and Area 'D' Recreation Service requisition.

LATE APPLICATIONS:

1. Late applications will be considered providing all of the application criteria is met.
2. Late applications will only be accepted up to 1 month beyond the original application deadline for the current grant period.
3. They will only be considered if there are funds available.
4. The grant application will be distributed to the committee by email and an email vote will be conducted.
5. The decision to award the grant will be based upon a simple majority.
6. The chair of the committee will forward the recommendation to Council for consideration.
7. The award will then be ratified at the next meeting of the committee.

THIS POLICY WAS CONSIDERED AND ADOPTED BY COUNCIL ON October 23rd 2018.
RESOLUTION: 150/2018 Recreation Grant Policy

SUPERCEDES: None

*For **municipal** grants and sponsorship, please review policy 25/2016 or its successors.*