



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Thursday, April 06, 2017

RDOS Boardroom – 101 Martin Street, Penticton

SCHEDULE OF MEETINGS

9:00 am	-	9:15 am	Public Hearing: Zoning Bylaw Amendment 2011 Green Mountain Road, Electoral Area “D”
9:15 am	-	10:00 am	Community Services Committee - Page 2
10:00 am	-	11:00 am	Environment and Infrastructure Committee - Page 5
11:00 am	-	1:00 pm	RDOS Board - Page 6 <i>[Lunch break during RDOS Board Meeting]</i>

"Karla Kozakevich"

Karla Kozakevich
RDOS Board Chair

Advance Notice of Meetings:

April 20, 2017	RDOS Board/OSRHD Board/Committee Meetings
May 04, 2017	RDOS Board/Committee Meetings
May 18, 2017	RDOS Board/OSRHD Board/Committee Meetings
June 01, 2017	RDOS Board/Committee Meetings
June 15, 2017	RDOS Board/OSRHD Board/Committee Meetings
July 06, 2017	RDOS Board/Committee Meetings



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Community Services Committee

Thursday, April 06, 2017

9:15 a.m.

REGULAR AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1

THAT the Agenda for the Community Services Committee Meeting of April 6, 2017 be adopted.

B. CORPORATE DONATIONS AND NAMING RIGHTS

1. Discussion Paper - Page 3

C. ADJOURNMENT

ADMINISTRATIVE REPORT

TO: Community Services Committee

FROM: B. Newell, Chief Administrative Officer

DATE: 6 April 2017

RE: Corporate Donations and Naming Rights – For Discussion

INTRODUCTION:

Over the past few years a number of projects have received donations from private citizens and the question has come up as to how to recognize them for their philanthropy. Some donations are commemorative, some are anonymous, some are of a minor nature from a community of interest perspective, but some are significant and may come with a request to have a community asset named in their honour.

Many local governments have developed policy around this issue in an effort to place a value on a donation or determine what may happen without a consistent method of dealing with requests. It would be beneficial if the Regional District were able to establish guidelines, while at the same time, maintain a strong motivation for giving. By establishing policy, the Board may strategically and consistently recognize donors without building or committing to expectations that we can't fulfill. We know that municipal assets sometimes move or are replaced. Other donors may come forward at that time. We've all seen facilities or assets that have been named and then the donor suffers from a criminal or moral lapse while their name remains on a public building.

Reasons for Recognition in public areas or on public facilities:

- Volunteerism
- Historical
- Celebrity
- Honourary
- Commemorative
- Financial

Circumstances that may arise from time to time:

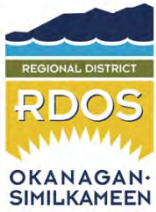
- Donation of a bench or memorial tree
- Donation of parkland
- Cash contributions to facilities
- Recognizing public service or contributions to community
- Events
- Selling naming rights for existing assets, or parts thereof

Some of the guidelines for discussion might include:

- Process for formalizing commitment agreements
 - Who does what
 - Confidentiality
 - Exclusivity
 - Public involvement
 - Term

- Renaming
- Morals clause and procedure for removing name in certain situations
- Naming opportunities available with minimum of gift required
- How and when gifts will be recognized
- Is naming based on a one-time donation or cumulatively
- Sample language for naming and plaques
- Sign design guidelines
- Payment schedule
- Process for replacement of property
- Duplication
- Should naming be for living persons or only posthumously
- Tax Receipts
- Soliciting Gifts/ Code of Ethics
- When to say “no”

Where do we go from here?



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Environment and Infrastructure Committee

Thursday, April 06, 2017

10:00 a.m.

REGULAR AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1

THAT the Agenda for the Environment and Infrastructure Committee Meeting of April 6, 2017 be adopted.

B. DELEGATION

1. Shaun Reimer, Section Head – Public Safety & Protection, Ministry of Forests, Lands, and Natural Resource Operations

Mr. Reimer will address the Board to discuss orphan dikes.

C. ADJOURNMENT



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BOARD of DIRECTORS MEETING

Thursday, April 06, 2017

11:00 a.m.

REGULAR AGENDA

A. APPROVAL OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

THAT the Agenda for the RDOS Board Meeting of April 6, 2017 be adopted.

1. Consent Agenda – Corporate Issues

a. Environment and Infrastructure Committee – March 16, 2017 - Page 15

THAT the Minutes of the March 16, 2017 Environment and Infrastructure Committee be received.

b. Planning and Development Committee – March 16, 2017 - Page 17

THAT the Minutes of the March 16, 2017 Planning and Development Committee be received.

c. RDOS Regular Board Meeting – March 16, 2017 - Page 19

THAT the minutes of the March 16, 2017 RDOS Regular Board Meeting be adopted.

d. Area "B" Parks and Recreation Commission – March 14, 2017 - Page 26

THAT the Minutes of the March 14, 2017 Area "B" Parks and Recreation Commission be received.

e. Area "F" Parks and Recreation Commission – February 2, 2017 - Page 28

THAT the Minutes of the February 2, 2017 Area "F" Parks and Recreation Commission be received.

f. Kaleden Parks and Recreation Commission (AGM) – January 17, 2017 - Page 31

THAT the Minutes of the January 17, 2017 Kaleden Parks and Recreation Commission Annual General Meeting be received.

g. Kaleden Parks and Recreation Commission – January 17, 2017 - Page 33

THAT the Minutes of the January 17, 2017 Kaleden Parks and Recreation Commission be received.

h. Kaleden Parks and Recreation Commission – February 21, 2017 - Page 36

THAT the Minutes of the February 21, 2017 Kaleden Parks and Recreation Commission be received.

- i. **Similkameen Recreation Commission (AGM) – January 24, 2017 - Page 40**
THAT the Minutes of the January 24, 2017 Similkameen Recreation Commission Annual General Meeting be received.
- j. **Similkameen Recreation Commission – January 24, 2017 - Page 43**
THAT the Minutes of the January 24, 2017 Similkameen Recreation Commission be received.
- k. **Similkameen Recreation Commission – February 28, 2017 - Page 46**
THAT the Minutes of the February 28, 2017 Similkameen Recreation Commission be received.
- l. **Naramata Water Advisory Committee – March 14, 2017 - Page 49**
THAT the Minutes of the March 14, 2017 Naramata Water Advisory Committee be received.
- m. **Oliver Parks & Recreation Society Appointment - Page 52**
 - i. Letter from Town of Oliver dated March 22, 2017 - Page 54
THAT the Regional District of Okanagan-Similkameen replace Petra Veintimilla with Larry Schwartzenberger as the Oliver council representative on the Oliver Parks & Recreation Society; and,

THAT the Regional District of Okanagan-Similkameen replace Jack Bennest with Petra Veintimilla as the Oliver "Alternate" on the Oliver Parks & Recreation Society.

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)
THAT the Consent Agenda – Corporate Issues be adopted.

B. DEVELOPMENT SERVICES – Building Inspection

- 1. **Building Bylaw Amendment - Page 55**
 - a. Bylaw No. 2333.09, 2017 - Page 57

Housekeeping amendments to align the demolition permit requirements set out in the Building Bylaw with the Public Works Application for Demolition and Renovation Waste.

RECOMMENDATION 3 (Unweighted Corporate Vote – 2/3 Majority)
THAT Bylaw No. 2333.09, 2017 Regional District of Okanagan-Similkameen Building Amendment Bylaw be read a first, second and third time and be adopted.

C. DEVELOPMENT SERVICES – Rural Land Use Matters**1. Regional Context Statement – Town of Osoyoos - Page 58****a. Town of Osoyoos Bylaw No. 1230.19, 2017 - Page 60**

The Town of Osoyoos has requested acceptance of their new Regional Context Statement that is based on the newly updated Regional Growth Strategy.

RECOMMENDATION 4 (Unweighted Participants Vote – Simple Majority)

Participants: District of Summerland, City of Penticton, Town of Oliver, Town of Osoyoos, Electoral Areas "A", "C", "D", "E" and "F"

THAT the Board of Directors accept the Town of Osoyoos' Regional Context Statement;

AND THAT staff are directed to advise the Town of Osoyoos of this resolution in accordance with Section 448(2) of the Local Government Act.

2. Floodplain Exemption Application – J. LeComte, 10613 81st Street, Osoyoos, Electoral Area "A" - Page 67**a. Rock Glen Consulting Ltd. Flood Protection Report dated February 16, 2017 - Page 76**

To reduce the requirement that the floor of a dwelling unit be 1.0 metre above natural ground elevation to 0.0 metres, in order to facilitate the construction of a new single detached dwelling.

RECOMMENDATION 5 (Unweighted Rural Vote – Simple Majority)

THAT the Board of Directors approve a floodplain exemption for Lot 5, Plan KAP8741, DL 2450s, SDYD, in order to permit the development of a single detached dwelling containing a floor located less than 1.0 metre above natural ground elevation, subject to the following condition:

- i) a statutory covenant is registered on title in order to:**
 - a) "save harmless" the Regional District against any damages as a result of a flood occurrence; and**
 - b) secure the recommendations contained within the flood hazard assessment report prepared by Amber LeComte (P.Eng.) of Rock Glen Consulting Limited, dated February 16, 2017.**
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- 3. Floodplain Exemption Application – B. Forbes, 3376 Coalmont Road, Tulameen, Electoral Area “H” - Page 83**
- a. Rock Glen Consulting Ltd. Flood Protection Report dated March 13, 2017 - Page 90
 - b. Rock Glen Consulting Ltd. Flood Protection Report Addendum dated March 27, 2017 - Page 115

To facilitate the construction of a new single detached dwelling.

RECOMMENDATION 6 (Unweighted Rural Vote – Simple Majority)

THAT the Board of Directors approve a floodplain exemption for District Lot 1790, YDYG, and Parcel A (DD 170420F), District Lot 274, YDYG, in order to permit the development of a single detached dwelling containing a habitable area located less than 1.5 metres above the designated flood construction level, within 15.0 metres of the natural boundary of a watercourse and 0.0 metres above the natural ground elevation at any point on the perimeter of the building, subject to the following condition:

- i) a statutory covenant is registered on title in order to:
 - a) “save harmless” the Regional District against any damages as a result of a flood occurrence; and
 - b) secure the recommendations contained within the flood hazard assessment report, dated March 13, 2017, and Addendum dated March 27, 2017, prepared by Paul Glen (P.Eng.) of Rock Glen Consulting Limited.

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- 4. Zoning Bylaw Amendment – R. & K. Kildaw, 2011 Green Mountain Road, Electoral Area “D” - Page 120**
- a. Bylaw No. 2457.17, 2017 - Page 124
 - b. Responses Received - Page 126

To rezone the subject property in order to facilitate a two lot subdivision of the subject property that will result in an approximately 8.0 ha new parcel and 12.5 ha remainder parcel.

RECOMMENDATION 7 (Unweighted Rural Vote – 2/3 Majority)

THAT Bylaw No. 2457.17, 2017, Electoral Area “D” Zoning Amendment Bylaw be read a third time and adopted.

5. **Official Community Plan (OCP) and Zoning Bylaw Amendment – M. Ingraham & S. Nelson, 170 Sunnybrook Drive, Okanagan Falls, Electoral Area “D” - Page 135**
 - a. Subdivision Picture - Page 141
 - b. Bylaw No. 2455.27, 2017 - Page 143
 - c. Bylaw No. 2603.10, 2016 - Page 145

To allow for the subdivision of two new lots.

RECOMMENDATION 8 (Unweighted Rural Vote – Simple Majority)

THAT Bylaw No. 2603.10, 2017, Electoral Area “D-2” Official Community Plan Amendment Bylaw and Bylaw No. 2455.27, 2017, Electoral Area “D-2” Zoning Amendment Bylaw be read a first and second time and proceed to a public hearing;

AND THAT the Board of Directors considers the process, as outlined in the report from the Chief Administrative Officer dated April 6, 2017, to be appropriate consultation for the purpose of Section 475 of the Local Government Act;

AND THAT, in accordance with Section 477 of the Local Government Act, the Board of Directors has considered Amendment Bylaw No. 2603.10, 2017, in conjunction with its Financial and applicable Waste Management Plans;

RECOMMENDATION 9 (Unweighted Corporate Vote – Simple Majority)

THAT the holding of the public hearing be delegated to Director Siddon or delegate;

AND THAT staff schedule the date, time, and place of the public hearing in consultation with Director Siddon;

AND THAT staff give notice of the public hearing in accordance with the requirements of the Local Government Act.

D. PUBLIC WORKS

1. **Award of Contract for Campbell Mountain Sanitary Landfill Operation Services - Page 147**
 - a. RDOS Request for Proposals “Sanitary Landfill Operations Services Campbell Mountain and/or Oliver” dated February 22, 2017 - Page 149

RECOMMENDATION 10 (Weighted Corporate Vote – Majority)

THAT the Board of Directors approve the award and execution of a five year contract for operations at the Campbell Mountain Sanitary Landfill to SSG Holdings Ltd. as described in the “Sanitary Landfill Operations Services” Request for Proposals.

2. **Award of Contract for Oliver Sanitary Landfill Operation Services - Page 206**
 - a. RDOS Request for Proposals "Sanitary Landfill Operations Services Campbell Mountain and/or Oliver" dated February 22, 2017 - Page 208

RECOMMENDATION 11 (Weighted Corporate Vote – Majority)

THAT the Board of Directors approve the award and execution of a five year contract for operations at the Oliver Sanitary Landfill to B&B Group Ventures Inc. as described in the "Sanitary Landfill Operations Services" Request for Proposals.

3. **Purchase of Public Works Vehicles - Page 265**
 - a. RDOS Vehicle Replacement Guideline Scoring Sheet dated March 23, 2017 - Page 269

To ensure the Public Works Operations have reliable and cost effective vehicles to perform the work at the various facilities throughout the Regional District.

RECOMMENDATION 12 (Weighted Corporate Vote – Majority)

THAT the Board of Directors approve an expenditure from the 'Deposit – Vehicle Replacement' account for the purchase of three fleet vehicles for Public Works operations up to the maximum amount of \$115,000.

E. LEGISLATIVE SERVICES

1. **Lower Similkameen Community Forest Corporation - Page 276**
 - a. Letter from Alternate Director Meyer - Page 279
 - b. Summary of Costs - Page 287

RECOMMENDATION 13 (Weighted Corporate Vote – Majority)

THAT the Board of Directors withdraw the Regional District participation in the Lower Similkameen Community Forests Ltd ("Ltd") and the Lower Similkameen Community Forest Limited Partnership ("LLP") and transfer its interest to the Lower Similkameen Indian Band Business Trust.

THAT, in accordance with the Declaration of Trust signed by the Electoral Area "G" Director on December 11, 2014, the Electoral Area "G" Director be instructed to execute all documents requiring his signature to transfer the Regional District of Okanagan-Similkameen's interest in the Lower Similkameen Community Forest Ltd; and further,

THAT should the Electoral Area "G" Director not execute the required documents, the Board of Directors authorize the transfer of legal interest in the shares registered in the name of Elef Christensen to the Chair of the Board of Directors.

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2. Corcelettes Estate Winery Ltd. – Structural Alterations & Picnic Area Endorsement - Page 290
a. RDOS Liquor Licensing Policy No. 4320-00.03 - Page 292

RECOMMENDATION 14 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors advise the Liquor Control and Licensing Branch that it will not provide comment on Corcelettes Estate Winery's application for a Manufacturing Facility Structural Change endorsement;

AND THAT the Board of Directors will not provide comment on Corcelettes Estate Winery Picnic Area endorsement.

3. Harker's Organics Rustic Roots Winery – Winery Lounge & Picnic Area Endorsement - Page 293
a. RDOS Liquor Licensing Policy No. 4320-00.03 - Page 295
b. Applicant Letter of Intent - Page 296

RECOMMENDATION 15 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors advise the Liquor Control and Licensing Branch that it will not provide comment on Harker's Organics Rustic Roots' application for a winery lounge endorsement;

AND THAT the Board of Directors will not provide comment on Harker Organics Rustic Roots Picnic Area endorsement.

4. Inclusion BC – “Help Canada Celebrate Canada 150 Inclusively” Grant Program - Page 297
a. Letter from Inclusion BC dated February 17, 2017 - Page 299
b. RDOS Staff Report dated March 2, 2017 - Page 300

Inclusion BC is requesting every municipality in the province to make a \$1,000.00 contribution towards their “Help Celebrate Canada 150 Inclusively” grant program.

RECOMMENDATION 16 (Weighted Corporate Vote – Simple Majority)

THAT the Regional District of Okanagan-Similkameen provide a \$1,000 contribution to Inclusion BC's “Help Celebrate Canada 150 Inclusively” grant program, to be funded through the General Government budget.

5. Board of Variance Appointment - Page 302

RECOMMENDATION 17 (Unweighted Corporate Vote – Simple Majority)

THAT the Board of Directors appoint Larry James to the Board of Variance to serve until December 31, 2018.

F. CAO REPORTS**1. Verbal Update**

G. OTHER BUSINESS**1. Chair's Report**

2. Directors Motions**a. Quagga/Zebra Mussel Resolution – Federation of Canadian Municipalities AGM (Bauer) - Page 303**

RECOMMENDATION 18 (Unweighted Corporate Vote – Simple Majority) **Whereas** alien species introduction into the ecosystems of Canadian waterways are the leading cause of loss of biodiversity and water quality; and,

Whereas affected regions suffer major remediation costs and economic losses; and,

Whereas the movement of infested watercrafts are not limited to border crossings but increasingly move across unprotected provincial boundaries;

Now Therefore be it Resolved that the Federation of Canadian Municipalities (FCM) seek funding from the Federal Government to match provincial funding directed to enhance prevention measures halting the movement of invasive mussels into Canadian waterways.

b. Fortis Electrical Rates (Knodel) - Page 311

RECOMMENDATION 19 (Unweighted Corporate Vote – Simple Majority)

WHEREAS the cost of the Conservation Rate on Fortis Electric customers has been extremely onerous over the past winter; and

WHEREAS this high rate has had a devastating social impact on the disabled and retired on fixed income, lower income families;

NOW THEREFORE BE IT RESOLVED that the Regional District of Okanagan Similkameen send a letter to the Premier, the B.C. Utilities Commission and the opposition parties supporting the removal of the Conservation Rate entrenched in the Fortis Rate Order.

3. Board Members Verbal Update

H. ADJOURNMENT



Minutes are in DRAFT form and are subject to change pending
approval by the Regional District Board

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Environment and Infrastructure Committee

Thursday, March 16, 2017

9:22 a.m.

Minutes

MEMBERS PRESENT:

Vice Chair M. Pendergraft, Electoral Area "A"
Director F. Armitage, Town of Princeton
Director M. Bauer, Village of Keremeos
Director T. Boot, District of Summerland
Director M. Brydon, Electoral Area "F"
Director G. Bush, Electoral Area "B"
Director R. Mayer, Alt. Electoral Area "G"
Director R. Hovanes, Town of Oliver

Director A. Jakubeit, City of Penticton
Director H. Konanz, City of Penticton
Director K. Kozakevich, Electoral Area "E"
Director S. McKortoff, Town of Osoyoos
Director J. Sentes, City of Penticton
Director R. Knodel, Alt. Electoral Area "C"
Director T. Styffe, Alt. Electoral Area "D"
Director P. Waterman, District of Summerland

MEMBERS ABSENT:

Chair T. Siddon, Electoral Area "D"
Director E. Christensen, Electoral Area "G"
Director B. Coyne, Electoral Area "H"

Director A. Martin, City of Penticton
Director T. Schafer, Electoral Area "C"

STAFF PRESENT:

B. Newell, Chief Administrative Officer
G. Cramm, Administrative Assistant

L. Bloomfield, Engineer
C. Baughen, Solid Waste Mgmt. Coordinator

A. APPROVAL OF AGENDA

RECOMMENDATION 1

IT WAS MOVED AND SECONDED

THAT the Agenda for the Environment and Infrastructure Committee Meeting of March 16, 2017 be adopted. - **Carried**

B. DELEGATIONS

1. Shelley Thomson, FortisBC, Community & Aboriginal Relations Manager
2. Wade Benner, FortisBC, Energy Solutions Manager

Ms. Thomson and Mr. Benner addressed the Board to discuss System Extensions for Natural Gas.

C. CURBSIDE COLLECTION REQUEST FOR PROPOSALS – FOR INFORMATION ONLY

1. Presentation
-

The meeting recessed at 10:14 a.m.
The meeting reconvened at 10:30 a.m.

D. CLOSED SESSION

RECOMMENDATION 2

IT WAS MOVED AND SECONDED

THAT in accordance with Section 90(2)(e) of the *Community Charter*, the Board close the meeting to the public on the basis of a review of a proposed final performance audit report for the purpose of providing comments to the auditor general on the proposed report under section 23 (2) of the *Auditor General for Local Government Act*. - **Carried**

The meeting closed to the public at 10:30 a.m.
The meeting was opened to the public at 11:24 a.m.

E. ADJOURNMENT

By consensus, the meeting adjourned at 11:24 a.m.

APPROVED:

CERTIFIED CORRECT:

M. Pendergraft
Environment and Infrastructure Committee Vice Chair

B. Newell
Chief Administrative Officer



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approval by the Regional District Board

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Planning and Development Committee

Thursday, March 16, 2017

9:02 a.m.

Minutes

MEMBERS PRESENT:

Chair M. Brydon, Electoral Area "F"
Vice Chair G. Bush, Electoral Area "B"
Director F. Armitage, Town of Princeton
Director M. Bauer, Village of Keremeos
Director T. Boot, District of Summerland
Director R. Mayer, Alt. Electoral Area "G"
Director R. Hovanes, Town of Oliver
Director A. Jakubeit, City of Penticton

Director K. Kozakevich, Electoral Area "E"
Director H. Konanz, City of Penticton
Director S. McKortoff, Town of Osoyoos
Director M. Pendergraft, Electoral Area "A"
Director R. Knodel, Alt. Electoral Area "C"
Director J. Sentes, City of Penticton
Director T. Styffe, Alt. Electoral Area "D"
Director P. Waterman, District of Summerland

MEMBERS ABSENT:

Director E. Christensen, Electoral Area "G"
Director A. Martin, City of Penticton
Director B. Coyne, Electoral Area "H"

Director T. Siddon, Electoral Area "D"
Director T. Schafer, Electoral Area "C"

STAFF PRESENT:

B. Newell, Chief Administrative Officer
G. Cramm, Administrative Assistant

D. Butler, Manager of Development Services
C. Garrish, Planning Supervisor

A. APPROVAL OF AGENDA

RECOMMENDATION 1

IT WAS MOVED AND SECONDED

THAT the Agenda for the Planning and Development Committee Meeting of March 16, 2017 be adopted. - **CARRIED**

B. Environmentally Sensitive Development Permit (ESDP) Update Proposed Changes to Official Community Plan (OCP) & Zoning Map Schedule For Information Only

To apprise the Board of a number of proposed changes to the OCP Map Schedules and Zoning Map Schedules which form part of the Okanagan Electoral Area Official Community Plan (OCP) and Zoning Bylaws.

C. ADJOURNMENT

By consensus, the Planning and Development Committee meeting of March 16, 2017 adjourned at 9:22 a.m.

APPROVED:

CERTIFIED CORRECT:

M. Brydon
Planning and Development Committee Chair

B. Newell
Corporate Officer



Minutes are in DRAFT form and are subject to change pending approval by the Regional District Board

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN BOARD of DIRECTORS MEETING

Minutes of the Board Meeting of the Regional District of Okanagan-Similkameen (RDOS) Board of Directors held at 12:02 p.m. Thursday, March 16, 2017 in the Boardroom, 101 Martin Street, Penticton, British Columbia.

MEMBERS PRESENT:

Chair K. Kozakevich, Electoral Area "E"
Vice Chair M. Bauer, Village of Keremeos
Director F. Armitage, Town of Princeton
Director T. Boot, District of Summerland
Director M. Brydon, Electoral Area "F"
Director G. Bush, Electoral Area "B"
Director R. Mayer, Alt. Electoral Area "G"
Director R. Hovanes, Town of Oliver

Director A. Jakubeit, City of Penticton
Director H. Konanz, City of Penticton
Director S. McKortoff, Town of Osoyoos
Director M. Pendergraft, Electoral Area "A"
Director J. Sentes, City of Penticton
Director R. Knodel, Alt. Electoral Area "C"
Director T. Styffe, Alt. Electoral Area "D"
Director P. Waterman, District of Summerland

MEMBERS ABSENT:

Director E. Christensen, Electoral Area "G"
Director A. Martin, City of Penticton
Director B. Coyne, Electoral Area "H"

Director T. Siddon, Electoral Area "D"
Director T. Schafer, Electoral Area "C"

STAFF PRESENT:

B. Newell, Chief Administrative Officer
C. Malden, Manager of Legislative Services

A. APPROVAL OF AGENDA

RECOMMENDATION 1 (Unweighted Corporate Vote – Simple Majority)

IT WAS MOVED AND SECONDED

THAT the [Agenda](#) for the RDOS Board Meeting of March 16, 2017 be adopted. - **CARRIED**

1. Consent Agenda – Corporate Issues

a. Environment and Infrastructure Committee – March 2, 2017

THAT the Minutes of the March 2, 2017 Environment and Infrastructure Committee be received.

b. Planning and Development Committee – March 2, 2017

THAT the Minutes of the March 2, 2017 Planning and Development Committee be received.

c. RDOS Regular Board Meeting – March 2, 2017

THAT the minutes of the March 2, 2017 RDOS Regular Board meeting be adopted.

d. Naramata Parks & Recreation Commission – February 27, 2017

THAT the minutes of the February 27, 2017 Naramata Parks & Recreation Commission meeting be received.

RECOMMENDATION 2 (Unweighted Corporate Vote – Simple Majority)
IT WAS MOVED AND SECONDED

THAT the Consent Agenda – Corporate Issues be adopted. - **CARRIED**

2. Consent Agenda – Development Services
 - a. Development Variance Permit Application – South Okanagan Ventures, 8472 Gallagher Frontage Road, Electoral Area “C”
 - i. Permit No. C2016.133-DVP
 - ii. Responses Received [additional information](#)
THAT the Board of Directors approve Development Variance Permit No. C2016.133-DVP.
 - b. Development Variance Permit Application – T. & T. Kerr, 2614 Strathcona Avenue, Electoral Area “H”
 - i. Permit No. H2017.019-DVP
THAT the Board of Directors approve Development Variance Permit No. H2017.019-DVP

RECOMMENDATION 3 (Unweighted Rural Vote – Simple Majority)
IT WAS MOVED AND SECONDED

THAT the Consent Agenda – Development Services be adopted. - **CARRIED**

B. DEVELOPMENT SERVICES – Building Inspection

1. Building Violation – 3600 Highway 97 (Permit #18174), Electoral Area “A”

The Chair enquired whether the property owner was present to speak to the application. However, no one was present to speak to the application.

RECOMMENDATION 4 (Unweighted Corporate Vote – Simple Majority)
IT WAS MOVED AND SECONDED

THAT a Section 302 Notice on Title, pursuant to Section 302 of the Local Government Act and Section 57 of the Community Charter (made applicable to Regional Districts by Section 302 of the LGA), be filed against the title of lands described as Lot 601, Plan KAP1950, District Lot 2450S, SDYD, that certain works have been undertaken on the lands contrary to the Regional District Okanagan-Similkameen Building Bylaw No. 2333; and

THAT injunctive action be commenced.

CARRIED

2. Building Violation – 180 Peregrine Court (Permit #17990), Electoral Area “A”

The Chair enquired whether the property owner was present to speak to the application. However, no one was present to speak to the application.

RECOMMENDATION 5 (Unweighted Corporate Vote – Simple Majority)

IT WAS MOVED AND SECONDED

THAT a Section 302 Notice on Title, pursuant to Section 302 of the Local Government Act and Section 57 of the Community Charter (made applicable to Regional Districts by Section 302 of the LGA), be filed against the title of lands described as Lot B, Plan KAP78490, District Lot 2709, SDYD, that certain works have been undertaken on the lands contrary to the Regional District Okanagan-Similkameen Building Bylaw No. 2333; and

THAT injunctive action be commenced.

CARRIED

3. Building Violation - #9 – 590 East Similkameen Road, Electoral Area “H”

The Chair enquired whether the property owner was present to speak to the application. However, no one was present to speak to the application.

RECOMMENDATION 6 (Unweighted Corporate Vote – Simple Majority)

IT WAS MOVED AND SECONDED

THAT a Section 302 Notice on Title, pursuant to Section 302 of the Local Government Act and Section 57 of the Community Charter (made applicable to Regional Districts by Section 302 of the LGA), be filed against the title of lands described as Strata Lot 9, District Lot 709, SDYD, Strata Plan KAS3856 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V, that certain works have been undertaken on the lands contrary to the Regional District Okanagan-Similkameen Building Bylaw No. 2333; and

THAT injunctive action be commenced.

CARRIED

C. DEVELOPMENT SERVICES – Rural Land Use Matters

1. Zoning Bylaw Amendment – R. & K. Kildaw, 2011 Green Mountain Road, Electoral Area “D”
 - a. Bylaw No. 2457.17, 2017

To rezone the subject property in order to facilitate a two lot subdivision of the subject property that will result in an approximately 8.0 ha new parcel and 12.5 ha remainder parcel.

RECOMMENDATION 7 (Unweighted Rural Vote – Simple Majority)**IT WAS MOVED AND SECONDED**

THAT Bylaw No. 2457.17, 2017, Electoral Area “D” Zoning Amendment Bylaw be read a first and second time and proceed to public hearing. - **CARRIED**

Opposed: Director Brydon

RECOMMENDATION 8 (Unweighted Corporate Vote – Simple Majority)**IT WAS MOVED AND SECONDED**

THAT the holding of a public hearing be scheduled for the Regional District Board meeting of April 6, 2017;

AND THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

CARRIED

D. COMMUNITY SERVICES – Rural Projects

1. Regional Transit Integration Project
 - a. BC Transit Memorandum of Understanding: Implementation Agreement dated February 7, 2017
 - b. South Okanagan-Similkameen Regional Transit Rider’s Guide
 - c. South Okanagan-Similkameen Regional Transit Fare Structure Review
 - d. Okanagan-Similkameen Service Design Standards & Performance Guidelines dated December 2016

To integrate transit services throughout the RDOS as per the 2015 Okanagan-Similkameen Transit Future Plan.

RECOMMENDATION 9 (Unweighted Corporate Vote – Simple Majority)**IT WAS MOVED AND SECONDED**

THAT the Board endorse the Regional Riders Guide; and THAT the Board endorse the Regional Fare Structure; and THAT the Board endorse the Service Design Standards and Performance Guidelines;

AND FURTHER THAT the Board of Directors authorize the execution of the Memorandum of Understanding between the RDOS and BC Transit to facilitate the implementation of the Regional Rider’s Guide, Regional Fare Structure, Service Design Standards & Performance Guidelines. - **CARRIED**

E. LEGISLATIVE SERVICES

1. RDOS Fees and Charges Bylaw NO. 2771, 2017
 - a. Bylaw No. 2771, 2017
 - b. Bylaw No. 2771, 2017 – Clean Copy

RECOMMENDATION 10 (Weighted Corporate Vote – 2/3 Majority)**IT WAS MOVED AND SECONDED**

THAT Regional District Fees and Charges Bylaw No. 2771, 2017 be read a first and second time.

IT WAS MOVED AND SECONDED

THAT Bylaw No. 2771 be amended to adjust the Curbside Solid Waste Collection and Drop-off fee for Electoral Area “G” to \$145 per premise per year. - **CARRIED**

QUESTION ON THE MAIN MOTION

THAT Regional District Fees and Charges Bylaw No. 2771, 2017 be read a third time, as amended, and be finally adopted. - **CARRIED**

2. Joie Ventures Inc. – Winery Lounge Endorsement
 - a. RDOS Liquor License Policy No. 4320-00.03
 - b. LCLB Letter dated February 23, 2017
 - c. LCLB Application Summary dated February 23, 2017

Joie Ventures (JoieFarm), has applied to the Liquor Control and Licensing Branch (LCLB) for a Winery Lounge Endorsement to be located at 2825 Naramata Road in Naramata.

RECOMMENDATION 11 (Unweighted Corporate Vote – Simple Majority)**IT WAS MOVED AND SECONDED**

THAT the Board of Directors advise the Liquor Control and Licensing Branch that it will not provide comment on Joie Ventures' application for a winery lounge. - **CARRIED**

F. CAO REPORTS

1. Verbal Update
-

G. OTHER BUSINESS

1. Chair's Report
-

2. Board Representation

- a. Developing Sustainable Rural Practice Communities - *McKortoff*
 - b. Intergovernmental First Nations Joint Council - *Kozakevich, Bauer, Pendergraft*
 - c. Municipal Finance Authority (MFA) – *Kozakevich, Bauer*
 - d. Municipal Insurance Association (MIA) - *Kozakevich, Bauer*
 - e. Okanagan Basin Water Board (OBWB) – *McKortoff, Hovanes, Waterman*
 - f. Okanagan Film Commission (OFC) – *Jakubeit*
 - g. Okanagan Regional Library (ORL) – *Kozakevich*
 - h. Okanagan Sterile Insect Release Board (SIR) – *Bush*
 - i. Okanagan-Similkameen Regional Hospital District (OSRHD) - *Brydon*
 - j. [Southern Interior Beetle Action Coalition](#) (SIBAC) - *Armitage*
 - k. Southern Interior Local Government Association (SILGA) – *Kozakevich*
 - l. Southern Interior Municipal Employers Association (SIMEA) – *Kozakevich, Martin*
 - m. Starling Control - *Bush*
 - n. UBCO Water Chair Advisory Committee – *Bauer*
-

3. Directors Motions

- a. [Notice of Motion](#) – Director Knodel
THAT the RDOS draft a letter supporting the removal or increase of the second tier electrical rates be sent to the Premier, the minister of natural resources, the minister of mines and energy, BC Utilities commission and the two opposition parties.
 - b. Notice of motion - Director Bauer
Draft motion to FCM to ask the federal government for funding to combat Quagga and Zebra mussels
 - c. **IT WAS MOVED AND SECONDED**
THAT the motion dated December 15, 2016 regarding Lower Similkameen Community Forest Corporation be reconsidered. - **CARRIED**
Opposed: Directors Bauer, Pendergraft, Kozakevich

IT WAS MOVED AND SECONDED
That the motion regarding Lower Similkameen Community Forest Corporation be tabled to the April 6, 2017 Board meeting. - **CARRIED**
Opposed: Director Bauer
-

4. Board Members Verbal Update

H. CLOSED SESSION**RECOMMENDATION 12 (Unweighted Corporate Vote – Simple Majority)**
IT WAS MOVED AND SECONDED

THAT in accordance with Section 90(2)(e) of the *Community Charter*, the Board close the meeting to the public on the basis of a review of a proposed final performance audit report for the purpose of providing comments to the auditor general on the proposed report under section 23 (2) of the *Auditor General for Local Government Act*. - **CARRIED**

The meeting was closed to the public at 1:02 p.m.

The meeting was opened to the public at 1:34 p.m.

I. ADJOURNMENT

By consensus, the meeting adjourned at 1:34 p.m.

APPROVED:

CERTIFIED CORRECT:

K. Kozakevich
RDOS Board Chair

B. Newell
Corporate Officer



MINUTES

Area "B" Commission Meeting

Tuesday March 14, 2017, 7:00 pm
Cawston Hall, WI RM

Members Present: Marie Marven, Deanna Gibbs, Bob McAtamney, Tammy Vesper,
Sonja Van Den Hoek, Marc Lepage
Absent: Doug McLeod
Area Director George Bush Area "B"
Staff: Justin Shuttleworth
Recording Secretary:
Guests

1. Call to Order
2. Approval of Agenda

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the agenda for the Area "B" Parks Commission Meeting of February 14, 2017 be adopted.
CARRIED

3. Approval of Last Meeting Minutes

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the Area "B" Parks Commission Meeting of Oct 16, 2016, be adopted.
CARRIED

4. Correspondence/Delegations
None
5. RDOS Staff Reports
 - 5.1. Activity Calendar –Justin Shuttleworth
 - 5.2. 2017 Projects – Justin Shuttleworth
6. Commission Member Reports
 - 6.1. Treasurer Report - Tammy Vesper
7. RDOS Director Report
 - 7.1. Verbal Report – Alternative Area 'B' Director Ernie Marven
8. Business Arising



MINUTES

Area "B" Commission Meeting

Tuesday March 14, 2017, 7:00 pm

Cawston Hall, WI RM

- 8.1. \$500 of baseball ball equipment to be purchased by Kobau Park Society with donated funds from Orophino
- 8.2. Plaque for Jim Baxter

RECOMMENDATION

IT WAS MOVED AND SECONDED

That a picture and plaque for Jim Baxter is placed in the Kobau Park concession building.

CARRIED

- 8.3. Wendy

RECOMMENDATION

IT WAS MOVED AND SECONDED

That Wendy Stewart be appointed by the RDOS board of directors to the Area "B" parks and Recreation Commission.

CARRIED

- 8.4. RDOS staff to review and provide Use Agreement needed for park renters.
- 8.5. Playground and obstacle course equipment

RECOMMENDATION

IT WAS MOVED AND SECONDED

That RDOS staff research the feasibility of adding an obstacle feature and playground diggers to the park.

CARRIED

9. ADJOURNMENT 8:13

NEXT MEETING: TBA 7:00pm

Cawston Hall, WI RM

Recreation Commission Chair

Recording Secretary



MINUTES

Area "F" Parks and Recreation Commission

Thursday February 2, 2017, 7:15 pm
RDOS Office

Members Present: Heather Allen, Ben Arcuri, Warren Everton, Tristan Mennell, Jane Windeler
Absent: Larry Farley
Area Director Michael Brydon
Staff: Mark Woods
Recording Secretary: Warren Everton
Guests: Riley Gettens

1. APPROVAL OF AGENDA

IT WAS MOVED AND SECONDED

That the Agenda for the Area "F" Parks and Recreation Meeting of February 2, 2017 be adopted and all presentations and reports be accepted. – CARRIED

Opposed:

2. APPROVAL OF LAST MEETING MINUTES

IT WAS MOVED AND SECONDED

That the minutes for the Area "F" Parks and Recreation Meeting of October 20, 2016 be adopted. – CARRIED

Opposed:

3. CORRESPONDENCE/DELEGATIONS

There was no correspondence

4. RDOS STAFF REPORTS

4.1. Commission process update and 2017-activity calendar

Format moving to less conversation based minutes. Standardized format for commissions provided. Intent is for less verbatim recording. Bylaw calls for posting on the RDOS website. Plan to use the Director's website as well. Commission meeting minutes to flow through to the Consent Agenda at the RDOS Board Meetings. Handout on Commission timeline was reviewed.



MINUTES

Area "F" Parks and Recreation Commission

Thursday February 2, 2017, 7:15 pm
RDOS Office

4.2. Mariposa playground and tennis court – update

Staff reported that the playground equipment has been reconfigured. Also cricket pitch is no longer in use. Member had a question on basketball nets. Staff reported that once the tennis courts are reconfigured the new net would be installed.

4.3. West Bench School Usage – update

Action - Staff to work with School District representatives to secure usage and come up with an agreement. Plans to use the Naramata School agreement process as a guide for the West Bench School.

4.4. Canada 150 Heritage grant

Staff reported that the federal grant was not obtained. Intent was to run interpretive signage throughout the regional parks celebrating the 150th anniversary. **Action** – Staff to apply for the provincial version of grant

IT WAS MOVED AND SECONDED

That the Report be accepted for information – CARRIED

Opposed:

5. COMMISSION MEMBER REPORTS

5.1. Campbell Mountain Biking program

Chair requested this item be on the agenda. Question posed to the commission on willingness to erect a tool station. Staff reported that City intends to secure a licence of occupation to operate a park with biking usage. PACA would maintain trails. **Action** - Staff to approach PACA on coordinating efforts with the idea of creating a bike park above Selby.

5.2. Easter Egg Hunt

Chair raised this item to gauge the Commission's motivation on continuing with the event.

Action - Ben Acuri to approach the Leadership group at Pen-Hi to gauge interest

5.3. Community information boards – First Nations, VLA Architecture, Road Bridges

Chair reported on the information board layout, which is planned for installation near the concrete West Bench sign. **Action** – Chair to coordinate with Staff to follow up on sign design and wooden bridges into the heritage registry.

IT WAS MOVED AND SECONDED

That the report from the chair be accepted for information– CARRIED

Opposed:



MINUTES

Area "F" Parks and Recreation Commission

Thursday February 2, 2017, 7:15 pm

RDOS Office

6. RDOS DIRECTOR REPORT

6.1. 2017 Budget and work plan

Director reported on the expected tax increase as the budget exists. Breakdown shows that the Parks Commission makes up half of the increase and is mostly capital and the recreation coordinator position. Fire protection is another significant item. Projects and needs discussed.

Action – Staff to amend budget and trim back capital to high impact, low cost projects.

6.2. West Bench OCP process

Director promoted the process to the Commission and encouraged participation.

7. BUSINESS ARISING

7.1. No items.

8. ADJOURNMENT

NEXT MEETING:

April, specific date by poll, RDOS Office

Recreation Commission Chair

Recording Secretary



MINUTES
Annual General Meeting
Kaleden Parks & Recreation Commission
Tuesday January 17, 2017, 7:02 pm
Kaleden Community Hall



Members Present: Doug King (Chair), Neal Dockendorf, Gail Jeffery, Jaynie Malloy, Jennifer Charlish, Tom Siddon
Absent: Wendy Busch
Staff: Shona Schleppe, Justin Shuttleworth, Janet Black
Recording Secretary:
Guests: Tanya Hansen

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Annual General Meeting Agenda for the Kaleden Parks and Recreation Meeting of January 17, 2017 be adopted and all presentations and reports be accepted. – CARRIED

2. APPROVAL OF LAST MEETING MINUTES

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the Kaleden Parks & Recreation Meeting of March 15, 2016 be adopted. – CARRIED

3. ELECTION OF THE CHAIR

3.1. Directors Call for Nominations

3.1.1. Doug King

3.1.2. None

3.1.3. None

RECOMMENDATION

That Doug King be acclaimed for Chair of the Kaleden Parks and Recreation Commission.



MINUTES
Annual General Meeting
Kaleden Parks & Recreation Commission
Tuesday January 17, 2017, 7:02 pm
Kaleden Community Hall



4. ADJOURNMENT 7:10pm

A handwritten signature in blue ink, appearing to read "D. King", is written above a horizontal line.

Recreation Commission Chair

A handwritten signature in blue ink, appearing to read "J. Smith", is written above a horizontal line.

Recording Secretary



MINUTES

Kaleden Recreation Commission

Tuesday January 17, 2017 8:00 pm

Kaleden Community Hall



Members Present: Doug King (Chair), Neal Dockendorf, Gail Jeffery, Jaynie Malloy, Jennifer Charlish, Tom Siddon
Absent: Wendy Busch
Staff: Shona Schleppe, Justin Shuttleworth, Janet Black
Recording Secretary:
Guests: Tanya Hansen

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Agenda for the Kaleden Parks and Recreation Meeting of January 17, 2017 be adopted and all presentations and reports be accepted. – CARRIED

2. APPROVAL OF LAST MEETING MINUTES

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the Kaleden Parks & Recreation Meeting of November 28, 2016 be adopted. – CARRIED

3. CORRESPONDENCE/DELEGATIONS

3.1 None

4. RDOS STAFF REPORTS

4.1. 2016 Recreation Report/ Plans - Janet Black

4.2. 2017 Recreation Plans – Janet Black

4.2.1. New Software for Recreation Bookings in OK Falls and Kaleden

4.2.2. 2016 Special Events, Canada Day

4.3. 2016 Parks Update – Justin Shuttleworth

4.4. Commission process update and 2017- activity calendar. – Shona Schleppe



MINUTES

Kaleden Recreation Commission

Tuesday January 17, 2017 8:00 pm
Kaleden Community Hall



5. COMMISSION MEMBER REPORTS

5.1. Discretionary Positions

Neal Dockendorf **Vice-Chair of the Kaleden Parks & Recreation Commission**

Gail Jeffery **Treasurer of the Kaleden Parks & Recreation Commission**

Tanya Hansen **Secretary of the Kaleden Parks & Recreation Commission**

Jen Charlsh **Recreation Liaison**

Neal Dockendorf **Parks Liaison**

Jaynie Molloy **Hall Rental Liaison**

Doug King **Hall Maintenance**

Jaynie Molloy **Grants Liaison**

Wendy Busch **Document Recovery**

Gail Jeffery **Hotel Committee Liaison**

Jaynie Molloy **NHSP Liaison**

RECOMMENDATION

IT WAS MOVED AND SECONDED

**That the above discretionary positions be assigned for Kaleden Parks and Recreation Commission.
CARRIED**

6. RDOS DIRECTOR REPORT

6.1 Verbal Report presented by Tom Siddon

7. BUSINESS ARISING

7.1 Hall Janitorial Contract Renewal – Staff to work with present contractor and Hall Liaison to determine needs and update scope. Options be present at the February 9th Meeting.

7.2 Orientation next regular meeting



MINUTES

Kaleden Recreation Commission

Tuesday January 17, 2017 8:00 pm
Kaleden Community Hall



8. ADJOURNMENT

NEXT MEETING: February 21, 2017 7:00pm
Kaleden Community Hall

A handwritten signature in blue ink, appearing to read "D. King", is written above a horizontal line.

Recreation Commission Chair

A handwritten signature in blue ink, appearing to read "J. Stitt", is written above a horizontal line.

Recording Secretary



MINUTES

Kaleden Recreation Commission

Tuesday, February 21, 2017
Kaleden Community Hall



Members Present: Doug King (Chair), Neal Dockendorf, Gail Jeffery, Jaynie Malloy, Jennifer Charlish
Absent: Tom Siddon, Tanya Hansen, Wendy Busch
Staff: Shona Schleppe
Recording Secretary: Shona Schleppe
Guests: Gillian Cramm

Call to Order: 6:59 pm

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Agenda for the Kaleden Parks and Recreation Meeting of February 21, 2017 be adopted. – CARRIED

2. APPROVAL OF LAST MEETING MINUTES

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the Kaleden Parks & Recreation Meeting of January 17, 2017 be adopted. – CARRIED

3. CORRESPONDENCE/DELEGATIONS

No correspondence or delegations.

4. RDOS STAFF REPORTS

4.1 Gillian Cramm – FOIPPA, Commission Conduct, Records Management

Handouts were provided to each Member followed by a brief discussion on each topic.

4.2 Park Report – LOO, Dock assessment

Action:



MINUTES

Kaleden Recreation Commission

Tuesday, February 21, 2017
Kaleden Community Hall



The Park Project charter referencing LOO and the private dock were distributed and the Summary Schedule discussed. Commission requested further information regarding the process for the Riparian Assessment.

4.3 Commission Member Handbook

Action:

Each Member received a Handbook for review and encouraged to provide feedback at next the March Commission meeting.

4.4 Recreation Report

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Recreation Report be accepted. – CARRIED

4.5 Donation guidelines – available sites, donation pending?

Action:

Upon approval of concept plan determine potential sites and then market donation program to community.

5. COMMISSION MEMBER REPORTS

5.1 Park Plan – proposed changes to parks concept plan

Meeting scheduled with RDOS on Feb. 22, 2017 to discuss changes.

5.2 Hotel Meeting – Feb. 27, 2017

6. RDOS DIRECTOR REPORT

Director sends regrets, reminder about Town Hall Meetings.

7. BUSINESS ARISING

7.1 Kaleden Open House – suggested for Tue, April 18

RECOMMENDATION

IT WAS MOVED AND SECONDED

That Kal-Rec participate in the Kaleden Open House. – CARRIED



MINUTES

Kaleden Recreation Commission

Tuesday, February 21, 2017
Kaleden Community Hall



7.2 Pizza and Chair Cleaning Party (NHSP)

RECOMMENDATION

IT WAS MOVED AND SECONDED

That Kal-Rec authorize that NHSP host a Pizza and Chair Cleaning party. - CARRIED

7.3 Canada Day Event

RECOMMENDATION

IT WAS MOVED AND SECONDED

That Kal-Rec establish a Canada 150 Committee comprised of various community partners, date to be determined. - Carried

7.4 Kaleden Hotel Funding

RECOMMENDATION

IT WAS MOVED AND SECONDED

That Kal-Rec authorize the expenditure of \$4,000 to have a rendering of the Kaleden Hotel site done by True Consulting for presentation to the public. – Carried

7.5 Discussion of possible grants – circulate list of grants.

Action:

Priorize projects for parks and recreation, build project details and apply for upcoming Grants.

8. ADJOURNMENT – 8:50 pm

NEXT MEETING: March 21, 2017 7:00pm
Kaleden Community Hall

Recreation Commission Chair

Recording Secretary



MINUTES

Kaleden Recreation Commission

Tuesday, February 21, 2017
Kaleden Community Hall



List of Actions

Action:

The Park Project charter referencing LOO and the private dock were distributed and the summary schedule discussed. Commission requested further information regarding the process for the Riparian Assessment.

Action:

Each Member received a Handbook for review and encouraged to provide feedback at next the March Commission meeting.

Action:

Upon approval of concept plan determine potential sites and then market donation program to community.

Action:

Priorize projects for parks and recreation, build project details and apply for upcoming Grants.



MINUTES

Annual General Meeting

Similkameen Recreation Commission

Tuesday January 24, 2017, 7:00 pm
Keremeos Recreation Centre

Members Present: Charlene Cowling, Marie Marven, Marnie Todd, Wendy Steward
Jennifer Roe,

Absent:

Area Director's George Bush Area "B", Elef Christensen Area "G"

Staff: Karl Donoghue, Justin Shuttleworth,

Recording Secretary:

Guests:

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Agenda for the Similkameen Recreation Annual General Meeting of January 24, 2017 be adopted and all presentations and reports be accepted. – CARRIED or DEFEATED

Opposed:

2. APPROVAL OF LAST MEETING MINUTES

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the Similkameen Recreation Annual General Meeting of January 24, 2016 be adopted. – CARRIED or DEFEATED

Opposed:

3. CHAIRS ANNUAL REPORT

4. Directors calls for nominations for chairperson

4.1.

4.2.

4.3.



MINUTES
Annual General Meeting
Similkameen Recreation Commission
Tuesday January 24, 2017, 7:00 pm
Keremeos Recreation Centre

That _____ be appointed as Chair of the Similkameen Recreation Commission as per Bylaw 2732,2016 – CARRIED or DEFEATED

Opposed:

5. Chairs calls for nominations of discretionary commission positions:

5.1.

5.1.1.

5.1.2.

5.1.3.

_____ be appointed as _____ of the Similkameen Recreation Commission. – **CARRIED or DEFEATED**

Opposed:

5.2.

5.2.1.

5.2.2.

5.2.3.

_____ be appointed as _____ of the Similkameen Recreation Commission. – **CARRIED or DEFEATED**

Opposed:

5.3.

5.3.1.

5.3.2.

5.3.3.

_____ be appointed as _____ of the Similkameen Recreation Commission. – **CARRIED or DEFEATED**

Opposed:



MINUTES
Annual General Meeting
Similkameen Recreation Commission
Tuesday January 24, 2017, 7:00 pm
Keremeos Recreation Centre

6. ADJOURNMENT

Recreation Commission Chair

Recording Secretary



MINUTES

Similkameen Recreation Commission

Tuesday January 24, 2017, 7:00 pm

Keremeos Recreation Centre

Members Present: Charlene Cowling, Marie Marven, ~~Marnie Todd~~, Wendy Stewart
Jennifer Roe
Absent: Marnie Todd
RDOS Directors ~~George Bush Area "B", Elef Christensen Area "G", Manfred Bauer~~
~~Mayor Keremeos,~~
Staff: Karl Donoghue, Justin Shuttleworth,
Recording Secretary: Justin Shuttleworth
Guests: Jeremy Evans Councillor Keremeos

1. APPROVAL OF AGENDA

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Agenda for the Similkameen Recreation Meeting of January 24, 2017 be adopted and all presentations and reports be accepted. – CARRIED

2. APPROVAL OF LAST MEETING MINUTES

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the Similkameen Recreation Meeting of November 29, 2016 be adopted.
– CARRIED

3. CORRESPONDENCE/DELEGATIONS/PUBLIC QUESTIONS

3.1. None

RECOMMENDATION

None



MINUTES

Similkameen Recreation Commission

Tuesday January 24, 2017, 7:00 pm

Keremeos Recreation Centre

4. DIRECTOR CALLS FOR CHAIRPERSON

4.1. Charlene Cowling

4.2. None

4.3. None

RECOMMENDATION

That Charlene Cowling be acclaimed as Chair of the Similkameen Recreation Commission as per Bylaw 2732,2016

5. RDOS STAFF REPORTS

5.1. Recreation Report –Karl Donoghue

RECOMMENDATION

None

5.2. Commission process update and 2017-activity calendar – Justin Shuttleworth

RECOMMENDATION

None

6. COMMISSION MEMBER REPORTS

6.1. None

RECOMMENDATION

None

7. RDOS DIRECTOR REPORT

7.1. None

RECOMMENDATION

None



MINUTES

Similkameen Recreation Commission

Tuesday January 24, 2017, 7:00 pm
Keremeos Recreation Centre

8. BUSINESS ARISING

- 8.1. Next regular meeting to have Commission Orientation for Similkameen and Area B Commissions , February 28,2017 7:30

RECOMMENDATION

None

9. ADJOURNMENT

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Similkameen Recreation Meeting of January 24, 2017 be adjourned. – CARRIED
7:44pm

NEXT MEETING: February 28, 2017 7:00 pm
Keremeos Recreation Centre

Recreation Commission Chair

Recording Secretary



MINUTES

Similkameen Recreation Commission

Tuesday February 28 2017, 6:30 pm

Keremeos Recreation Centre

202nd Meeting

Members Present: Charlene Cowling, Marie Marven, Wendy Stewart Jennifer Roe
Absent: Marnie Todd, Jennifer Roe
Area Representatives G. Bush (Area B), R. Mayer (Alt Area G), J. Evans (Keremeos)
Staff: Karl Donoghue, Justin Shuttleworth,
Recording Secretary: Karl Donoghue
Guests:

1. Approval Of Agenda

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Agenda for the 202nd Similkameen Recreation Meeting of February 28, 2017 be adopted and all presentations and reports be accepted. – CARRIED

2. Approval of Last Meeting Minutes

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the minutes for the 201st Similkameen Recreation Meeting of January 24, 2017 be adopted. – CARRIED

3. Correspondence/Delegations/Public Questions

4. Staff Reports

- 4.1. Discussion and update of the 202nd management report.
- 4.2. Parking at the Recreation Centre was discussed and it was confirmed all parking is for Rec. Centre users only. It was also noted that the current parking on the top corner poses a danger to Rec. Centre users.



MINUTES

Similkameen Recreation Commission

Tuesday February 28 2017, 6:30 pm

Keremeos Recreation Centre

202nd Meeting

RECOMMENDATION

IT WAS MOVED AND SECONDED

That a letter be sent to the owner of the adjacent property to remove vehicles from Rec. Centre property urgently and not later than two weeks. – Carried

5. Commission Member Reports

6. RDOS Director Report

6.1. Alternate Director Mayer brought forward a proposal from interested parties to expand the fitness area

6.1.1. The suggestion was discussed at length. The expansion would be either a reconfiguration of the courts or extension the west side.

6.1.2. Karl presented stats on the usage both daily and monthly. It was agreed that further information is required.

7. Business Arising

8. Adjournment

RECOMMENDATION

IT WAS MOVED AND SECONDED

That the Similkameen Recreation Meeting of February 28, 2017 be adjourned. – CARRIED

NEXT MEETING: March 28, 2017 7:00 pm

Keremeos Recreation Centre

Following the Meeting a joint presentation including handbook and FOI was made to members of the Similkameen Recreation Commission and the Kobau Park Commission by the RDOS staff.



MINUTES

Similkameen Recreation Commission

Tuesday February 28 2017, 6:30 pm

Keremeos Recreation Centre

202nd Meeting

Recreation Commission Chair

Recording Secretary



Minutes

Naramata Water Advisory Committee

Meeting of Tuesday, March 14th, 2017 at 7:00 pm

RDOS Field Office, 224 Robinson Avenue, Naramata, BC

Present: Peter Graham (Chair), Tim Watts arrived at 7:05 pm, Peter Neilans, Norbert Lacis, Richard Roskell

Absent: Alan Nixon, Eva Antonijevic

Area 'E' Director: Karla Kozakevich (Area 'E' RDOS Director)

Staff: None

Guest: None

Recording Secretary: Heather Lemieux

1. CALL TO ORDER

The meeting was called to order at 7:02 pm, Quorum Present

2. ADOPTION OF AGENDA

Agenda adopted as presented

MOTION

It was Moved and Seconded that the Agenda be adopted as presented.

CARRIED (UNANIMOUSLY)

3. ADOPTION OF THE PREVIOUS MEETING MINUTES

Minutes of January 10th, 2017 approved as presented.

MOTION

It was Moved and Seconded by NWAC that the Minutes of January 10th, 2017 be approved.

CARRIED (UNANIMOUSLY)

4. DIRECTOR'S UPDATE

Karla Kozakevich (Area 'E' RDOS Director) reported on the following:

- a. A new RDOS Public Works Manager has been hired.
- b. Back-up Power: Completion is set for April 2017. ONGOING
- c. DCC bylaw is being revised as Development Agreements. ONGOING
- d. A dam safety review was held in 2010, a master plan for dams will begin Fall 2017.
- c. Pipe replacement design work is being completed. Discussion on construction, installation, timing and process. Zone meters may be installed at the same time.

Discussed priority setting process.

5. OLD BUSINESS

- a. NWAC Projects: A NWAC project list is being updated by Peter Graham (Chair).
- b. Asset Management Plan: Urban Systems is requested to provide an update on the budget contained within the *Asset Management Plan* done by Urban Systems in 2014 and present the update at a NWAC meeting.
- c. Water Usage Data: Inquiry will be made with previous NWAC Chair, Jim Tapp regarding 2016 water usage data.

6. NEW BUSINESS

- a. New Public Works Manager: NWAC requests that Janine Dougall, Public Works Manager attend the May 2017 NWAC meeting.
- b. Water System Tour: A treatment plant and pump house tour is requested for NWAC members, which can be followed by a public tour. NWAC would also like a flume tour.
- c. Flume: NWAC requests an update on the status of moving the flume or decommissioning it.
- d. Chute Lake Dam: Decommissioning is underway by the Ministry.
- e. Conservation: Conservation fund contributions have begun in 2017.

NWAC Inquiry: What is the minimum and maximum PSI to households on the Naramata Water System?

NWAC Requests: Director Mike Briden and Zoe Kirk to be invited to an NWAC meeting to discuss West Bench metering.

7. ADJOURNMENT

MOTION

It was Moved and Seconded that the meeting be adjourned at 8:20 pm.

CARRIED (UNANIMOUSLY)

NEXT MEETING

April 11th, 2017, RDOS Field Office

Minutes Approved by
Naramata Water Advisory Committee Chair

Heather Lemieux, Recording Secretary

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Oliver Parks & Recreation Society Appointment

Administrative Recommendation:

THAT the Regional District replace Petra Veintimilla with Larry Schwartzenberger as the Oliver council representative on the Oliver Parks & Recreation Society; and,

THAT the Regional District replace Jack Bennest with Petra Veintimilla as the Oliver "Alternate" on the Oliver Parks & Recreation Society.

Reference:

Town of Oliver Resolution 26/17

Background:

The Regional District and the Town of Oliver are partners in the provision of recreation services to the citizens of the Town and Electoral Area "C". A Society was created to provide oversight to, among other things:

"Manage all elements of (but not limited to) the Oliver & District Ice Arena, the Oliver Community Pool, the community parks including the Oliver Community Park, Kinsmen Playground, Rotary Beach and Lions Park, the Oliver Community Centre and recreation programming."

Bylaw #1, being a bylaw of the Oliver Parks & Recreation Society, provides that the Members of the Society shall be limited to two appointees of the Regional District and two appointees of the Town of Oliver. The Bylaw also creates a Board of Directors with the stipulation that:

25. The number of directors shall be eight (8) and the Regional District shall appoint the directors as follows:

- (1) At the time of appointment, the incumbent Regional District Electoral Area "C" Director or such unelected member of the public as the Board of the Regional District may appoint from time to time.
- (2) At the time of appointment, the incumbent Regional District Electoral Area "C", Alternate Director.
- (3) At the time of appointment, the incumbent Town Municipal Director to the Regional District or such unelected member of the public as the Council of the Town may appoint from time to time.

(4) At the time of appointment, the incumbent Town Alternate Municipal Director to the Regional District or such other incumbent member of council of the Town as recommended by the said council.

(5) At the time of appointment, an incumbent School Trustee recommended by School District No. 53 (Okanagan Similkameen).

(6) At the time of appointment, the incumbent Band Chief or an incumbent Band Councilor recommended by the Osoyoos Indian Band.

(7) At the time of appointment, an unelected member of the public appointed by the Regional District on recommendation of the incumbent Area C Director of the Regional District.

(8) At the time of appointment, an unelected member of the public appointed by Regional District on recommendation of the Town.

All members serve at the pleasure of the Regional District, without term, although elected officials are limited to there term of office.

26. In addition to the appointment of directors referred to in paragraph 25, the Regional District shall also appoint two **alternate** directors as follows:

(1) At the time of appointment an unelected member of the public recommended by the Regional District Area C Director in the event that either of the directors specified in Paragraph 25(1) or 25(2) are unable to attend a meeting of directors.

(2) At the time of appointment, a member of Town council on recommendation of the Town in the event that either of the directors specified in Paragraph 25(3) or 25(4) are unable to attend a meeting of directors.

Current Board Members:

25. (1) Shiela Lange

(2) Rick Knodel

(3) Larry Clarke

(4) Petra Veintimilla

(5) Rachel Allenbrand

(6) Vacant

(7) Dennis Magoffin

(8) Helene Urcullu

26. (1) Vacant

(2) Jack Benest



CERTIFIED RESOLUTION

I hereby certify that the following is a true and correct copy of a resolution passed by Council of the Town of Oliver at the Regular Council Meeting of January 13, 2017:

J-4 2017 Council Appointments

R-26/17 It was MOVED and SECONDED

That Council appoints Councillor Schwartzberger and as alternate,
Councillor Veintimilla to the Oliver Parks & Recreation Society.

CARRIED

Dated this 22nd day of March 2017

CERTIFIED A TRUE COPY:

Linda Schultz
Deputy Corporate Officer

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Building Bylaw Amendment

Administrative Recommendation:

THAT Bylaw No. 2333.09, 2017 Regional District of Okanagan-Similkameen Building Amendment Bylaw be read a first, second and third time and be adopted.

Purpose:

Housekeeping amendments to align the demolition permit requirements set out in the Building Bylaw with the Public Works Application for Demolition and Renovation Waste.

Reference:

Building Bylaw No. 2333

Background:

RDOS Public Works and Building Services have initiated a coordinated process to ensure safe removal and disposal of identified hazardous waste material prior to demolition of a structure, and prior to receiving the demolition waste to the Okanagan Falls Landfill where assessed demolition waste is sorted.

This process provides an option for reduced RDOS landfill rates to the customer, and it reduces the risk of exposure for all workers that may be exposed to a hazardous material, including but not limited to asbestos, lead paint, mercury, PCB's, solvents, chemicals and mold.

A RDOS Waste Disposal Application is required for those hauling demolition waste to an RDOS landfill, and a Waste Disposal Plan is required for those applying for an RDOS Building Demolition Applications in the areas which utilize landfills not operated by the RDOS.

The existing demolition process requires a \$500 permit fee and the owner may receive a refund of up to 50% of this fee subject to the owner complying with the approved disposal plan or

application. The proposed bylaw amendments take into consideration the revised hazard assessment process as well as the reduced fee from \$500 to \$150 and eliminates the 50% reduction which was introduced in 1999 to encourage proper disposal of demolition waste rather than illegal dumping. RDOS does not charge a fee for processing the Waste Disposal Application.

Of interest is the fact that WorkSafe BC is recognizing both the City of Penticton and the RDOS for their progressive approach in reducing worker exposure to hazardous materials.

Analysis:

Proposed Building Bylaw amendments include:

1. Revising sections 9.1, 9.2 and 24.1.1. of the building bylaw to include reference to the Waste Disposal Application for Demolition & Renovation Waste
2. Deleting paragraph 24.5

Alternatives:

Not adopting Amendment Bylaw No. 2333.09, 2017.

Respectfully submitted:

"L Miller"

L. Miller, Building Department Supervisor

Endorsed by:

Donna Butler

D. Butler, Dev. Services Manager

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BYLAW NO. 2333.09, 2017**

A bylaw to amend the Building Bylaw No. 2333, 2005.

WHEREAS the Board of Directors of the Regional District of Okanagan-Similkameen wishes to proceed under Section 349 of the *Local Government Act*, to amend the Building Bylaw No. 2333, 2005;

NOW THEREFORE the Board of Directors of the Regional District of Okanagan-Similkameen in open meeting assembled, ENACTS as follows:

CITATION

1. This bylaw may be cited for all purposes as the "Regional District of Okanagan-Similkameen Building Amendment Bylaw No. 2333.09, 2017".
2. That Building Bylaw No. 2333, 2005 be amended as follows:
 - (a) By deleting paragraphs 9.1 and 9.2 and replacing it with the following paragraphs 9.1 and 9.2
 - 9.1 Applications for permits to authorize demolition must include a Waste Disposal Plan or a Waste Disposal Application for Demolition and Renovation Waste in a form prescribed by the RDOS.
 - 9.2 Applications for demolition permits will not be processed until the disposal plan or application is approved by the Regional District.
 - (b) By deleting paragraph 24.1.1 and replacing it with the following paragraph 24.1.1.
 - 24.1.1. A demolition waste disposal plan or application acceptable to the Regional District has been submitted; and
 - (c) By deleting paragraph 24.5

READ A FIRST, SECOND AND THIRD TIME this _ day of ___, 2017.

ADOPTED this ____ day of ____, 2017.

Chair

Chief Administrative Officer

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Regional Context Statement — Town of Osoyoos

Administrative Recommendation:

THAT the Board of Directors accept the Town of Osoyoos' Regional Context Statement;

AND THAT staff are directed to advise the Town of Osoyoos of this resolution in accordance with Section 448(2) of the *Local Government Act*.

Purpose:

The Town of Osoyoos has requested acceptance of their new Regional Context Statement that is based on the newly updated Regional Growth Strategy.

Background:

The RGS is a partnership between the RDOS (Electoral Areas "A", "C", "D", "E", "F"), the City of Penticton, The Town of Oliver, the Town of Osoyoos, and the District of Summerland to manage growth in the south Okanagan in a manner that is consistent with long term social, environmental, and economic objectives.

The South Okanagan Sub-Regional Growth Strategy (RGS) bylaw was adopted in 2010, amended in 2011, and through a review and minor amendment process, was updated with the South Okanagan Regional Growth Strategy Bylaw No. 2770, 2017 being adopted at the January 19, 2017 Board meeting.

In June 2011, the Regional District Board accepted the Town of Osoyoos' Regional Context Statement (RCS) as required under the *Local Government Act*.

The Town of Osoyoos Bylaw No. 1230.19, 2017, amending its Official Community Plan in order to replace the Regional Context Statement, received 3rd reading by Council on March 6, 2017.

Statutory Requirements:

Under Section 446 of the *Local Government Act*, if a RGS applies to the same area of a municipality as an Official Community plan (OCP), the OCP must include a RCS that is accepted by the Board of the applicable Regional District.

After acceptance of an RCS, Section 488 of the Act requires that a Council review the RCS at least once every 5 years after its latest acceptance by the Board and submit the statement to the Board for its continued acceptance.

Upon receiving a RCS, the Board must respond, by resolution, within 120 days after receipt indicating whether or not it accepts the RCS, or if it objects to the proposed RCS, each provision to which it

objects and the reasons for its objections must be provided. If the Board fails to respond within 120 days, the Board is deemed to have accepted the RCS.

Analysis:

The Town of Osoyoos' revised RCS has been restructured to reflect the recently updated Regional Growth Strategy Bylaw No. 2770, 2017. The Osoyoos' RCS summarizes how the Town's OCP supports the goals and policies contained in the RGS.

Administration recognizes that the revised RCS for the Town of Osoyoos substantially identifies the relationship and consistency between the RGS and the policies contained within their OCP.

Alternatives:

THAT the Board not accept the Town of Osoyoos' Regional Context Statement and provides reasons for its objection to each specific provision it does not accept.

Respectfully submitted:

Endorsed by:

Endorsed by:

ERiechert



Donna Butler

E. Riechert, Planner

C. Garrish, Planning Supervisor

D. Butler, Dev. Services Manager

Attachment: Town of Osoyoos Bylaw No. 1230.19, 2017

TOWN OF OSOYOOS
BYLAW NO. 1230.19, 2017

A Bylaw to amend the Official Community Plan, Bylaw No. 1230, 2007

WHEREAS Council deems it desirable to amend Official Community Plan Bylaw, 1230, 2007.

NOW THEREFORE the Council of the Town of Osoyoos in open Meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as “**Official Community Plan Amendment No. 1230.19, 2017.**”

2. That the following be substituted for TABLE OF CONTENTS. Chapter 4:

<i>Chapter 4</i>	<i>Regional Growth Strategy (RGS)</i>	<i>page 24</i>
4.1	Overview	
4.2	Background to Regional Growth Strategy (RGS)	
4.3	Osoyoos Regional Context Statement (RCS)	
	4.3.1 Housing and Development	
	4.3.2 Ecosystems, Natural Areas and Parks	
	4.3.3 Infrastructure and Transportation	
	4.3.4 Community Health and Wellbeing	
	4.3.5 Regional Economic Development	
	4.3.6 Engagement and Collaboration	
	4.3.7 Energy Emissions and Climate Change	
	4.3.8 Implementation	

3. That the following be substituted for Chapter 4. Regional Growth Strategy

CHAPTER 4. REGIONAL GROWTH STRATEGY (RGS)

4.1 Overview

This chapter includes a 'Regional Context Statement' showing how the Osoyoos Official Community Plan (OCP) supports the South Okanagan Regional Growth Strategy (RGS).

4.2 Background to Regional Growth Strategy (RGS)

The original South Okanagan Regional Growth Strategy (RGS) was adopted on April 1, 2010 as a collaborative effort between the Regional District of Okanagan Similkameen (RDOS) and all municipalities in the South Okanagan. The purpose of the RGS is to ensure that growth and development across the South Okanagan takes place in a socially, economic and environmental sustainable manner, recognizing that many of our challenges and their solutions transcend local boundaries.

As a requirement of RGS implementation, each member municipality must include a Regional Context Statement (RCS) in its Official Community Plan (OCP) within two years of RGS approval. The Regional Context Statement discusses the relationship between the RGS and the OCP on overlapping matters of regional interest and how they will be addressed over time to help ensure that decisions by municipalities are generally supportive of the RGS. The original RGS was subsequently updated with participation of all governments and adopted by the Regional Board on January 19, 2017. The Town of Osoyoos subsequently amended its RCS to be concurrent with the RGS updates.

4.3 Osoyoos Regional Context Statement (RCS)

The RGS is organized around seven policy areas with supporting goals that, in turn, set the framework for its specific policies. The following RCS summarizes how our OCP policies support the RGS.

4.3.1 Housing and Development

RGS Goal 1: Focus development in serviced areas in designated Primary Growth Areas and Rural Growth Areas.

The RGS advocates focusing the majority of future regional growth into existing "primary growth areas" (including the Town of Osoyoos), with other growth being accommodated in selected "rural growth areas" and some infilling occurring in rural areas. RGS policies aim to concentrate and densify growth in suitable locations for

centralized provision of cost-effective infrastructure, services and amenities, protecting the integrity of agricultural lands and resource areas, and preserving the character of rural areas.

Our supportive OCP policies include:

- As one of the primary growth areas in the South Okanagan, Osoyoos has numerous policies for sustaining essential infrastructure, services and amenities necessary to accommodate our share of regional population growth (see especially Chpts.5, 9, 10, 11, 12 and 13).
- Osoyoos was the first local government in the South Okanagan to employ an Urban Growth Boundary (UGB) to accommodate realistic projections of future growth, promote certainty for property owners and developers, encourage a compact urban form and discourage sprawl development, reinforce ALR protections of agricultural lands, demarcate a stable interface for managing rural-urban conflicts, and focus urban infrastructure investments (s. 5.4).
- Osoyoos also promotes a compact and livable urban form by promoting infill redevelopment and densification in existing urban areas (Policy 5-3), as well as maintaining an upward gradient of residential densities around a walkable and vibrant Downtown, encouraging appropriate residential up-zonings and discouraging down-zonings, and offering density bonuses (Chpt.9).
- Our SE Meadowlark Area Plan (OCP Schedule 'C) promotes innovative mixes of Intensive Residential Development (IRD) housing types, including ground-entry housing on narrow frontage lots.

4.3.2 Ecosystems, Natural Areas and Parks

RGS Goal 2: Protect the health and biodiversity of ecosystems in the South Okanagan.

The RGS recognizes that natural amenities of clean air and water, and habitat biodiversity are fundamental for supporting the quality of life enjoyed in the region. It further acknowledges that the South Okanagan contains some of the rarest and most endangered ecosystems in Canada. RGS policies emphasize the need for effective stewardship to protect and enhance our natural environment, including improving air quality, promoting water conservation, preserving riparian areas, and directing development away from environmentally sensitive areas.

Our supportive OCP policies include:

- Osoyoos places considerable importance on protecting and enhancing our rich terrestrial and aquatic ecosystems, including by ecological assessment mapping and applying our development permit area guidelines for Environmentally-Sensitive and Riparian Areas (Chpt.14).
- Osoyoos will promote cluster residential developments with intervening wildlife corridors and conservation areas through future hillside growth areas, including a proposed municipal expansion up Kruger Mountain (s. 5.7).

- Osoyoos supports long-term sustainability of water supplies through federal-provincial water research initiatives, efforts of the Okanagan Water Basin Board (OBWB) for preserving water quality and conserving water use, metering buildings and applying water charging, and promoting regional solutions to conserving water use among agricultural producers (s.14.13).

4.3.3 Infrastructure and Transportation

RGS Goal 3: Support efficient, effective and affordable infrastructure services and an accessible multi-modal transportation network.

The RGS promotes concentrated development in well-planned communities serviced with efficient infrastructure and interconnecting transportation networks, including directing growth to cost-effective servicing areas, reducing solid and liquid waste, effective storm water management, and encouraging a variety of transportation options.

Our supportive OCP policies include:

- Osoyoos will direct growth to existing serviced areas as a first priority, to new growth areas that can be relatively easily serviced as a second priority, and, as a third priority, to more difficult-to-service areas (Policy 5-3).
- Osoyoos will extend infrastructure out to rural settlement areas in RDOS Electoral Area 'A' and to Osoyoos IR No.1 to meet their needs in a manner consistent with Town interests (Policies 5-13 and 5-15).
- Osoyoos has numerous environmentally-friendly practices and policies for recycling sewage (s.13.5) and managing storm water (s.13.6).
- Osoyoos commits to a close planning relationship with the Ministry of Transportation and Infrastructure (MoTI) to ensure consistency between their corridor priorities for Highways No. 3 and No. 97 and local development initiatives (Policy 13-31).

4.3.4 Community Health and Wellbeing

Goal 4: Foster healthy, safe communities that provide accessible recreational, educational and cultural opportunities.

The RGS emphasizes the relationships between sound physical design and layout of urban settlements and social health and wellbeing, as well as the contributions made by such amenities as housing diversity, parks, and cultural and educational opportunities.

Our supportive OCP policies include:

- Osoyoos will promote a diverse and vibrant Downtown suitable for its function as one the Region's primary growth areas (s.10.4).

- The Osoyoos Parks and Trails Plan sets out priorities for developing integrated recreational assets across a local / community / regional continuum to promote community wellness, increase our attractiveness as a resort community, and reduce vehicle dependency (Policy 12-7).
- To assist social and economic diversification, Osoyoos promotes affordable and other lower cost housing options - especially for young working households – including expanding housing options, providing financial incentives, and offering density bonuses (s.9.5). Our SE Meadowlark Area Plan (OCP Schedule 'C') promotes developers to mix in some affordable housing units in their residential developments as a condition of rezoning.
- Osoyoos is one of the few BC municipalities promoting quality urban design through form-based zoning, which is implemented by our development guidelines for Intensive Residential Development Permit (IRDPA) areas (s.9.10).

4.3.5 Regional Economic Development

RGS Goal 5: Achieve a sustainable, resilient and prosperous South Okanagan regional economy.

The RGS identifies a healthy, diverse regional economy as one of the cornerstones of sustainable and resilient communities, including a strong public sector and private business and employment in such activities as viticulture, manufacturing, value-added forestry and tourism.

Our supportive OCP policies include:

- Osoyoos will prepare a long-term Industrial Strategy to expand business and employment opportunities (Policy 11-8).
- Osoyoos promotes infilling of existing industrial areas (s.11.3) and will consider opening up a new light industrial park embodying “green” principles to diversify our economic base (Policy 5-18).
- Osoyoos will make best use of its land base to promote our share of regional tourism (s.10.6).
- Osoyoos supports “right to farm practices” and the mitigation of potential urban-rural conflicts by applying our development permit area guidelines for Farming Interface Areas along the inner side of the Town’s Urban Growth Boundary (UGB) (s. 8.6).
- Osoyoos prepared an Agricultural Plan in collaboration with RDOS Electoral Area ‘A’ (Policy 8-7).

4.3.6 Engagement and Collaboration

Goal 6: Foster and support regional cooperation, collaboration and civic engagement.

The RGS promotes transparent and effective governance, and enhanced citizen engagement and participation at all levels, as well as regional-local government partnerships and enhanced relationships with First Nations.

Our supportive OCP policies include:

- Osoyoos looks forward to collaborating with our regional partners and Provincial agencies on Implementation Agreements (IA's) to advance common regional goals.
- Osoyoos values its close relationship with the Osoyoos Indian Band (OIB) for collaborating on matters of mutual interest (s.5.6).
- Osoyoos will consider major expansions of our municipal boundaries to promote good governance.

4.3.7 Energy Emissions and Climate Change

RGS Goal 7: Reduce energy emissions and ensure the South Okanagan is prepared for a changing climate.

The RGS recognizes the contribution of human-caused greenhouse gases (GHGs) to rapid changes in the earth's climate, and that the Southern Okanagan is particularly vulnerable to impacts from unusual warming, droughts and fire risks.

Our supportive OCP policies include:

- Osoyoos has adopted and is implementing Corporate and Community Climate Action Plans for contributing our share to controlling greenhouse gas (GHG) emissions (s.14.14).
- Over time, Osoyoos will assess all major development proposals against a sustainability assessment checklist as per our Community Climate Action Plan (s.14.14).

4.3.8 Implementation

The Town of Osoyoos and the Regional District of Okanagan-Similkameen are committed to working in partnership to achieve the shared goals expressed in both our OCP and the South Okanagan RGS. Both parties further commit to working cooperatively for resolving any inconsistencies between the plans over time.

Read a First and Second time on the 6th day of February, 2017.

Notice given in accordance with the Local Government Act and the Community Charter by way of posting on the Notice Board on the 8th day of February, 2017, and by publication in the Osoyoos Times on the 8th day of February, 2017 and the 15th day of February, 2017.

Public Hearing on the 20th day of February, 2017.

Read a Third time on the 6th day of March, 2017

Accepted by the Regional District of Okanagan-Similkameen on the ____ day of _____, 2017

Adopted on the ____ day of _____ 2017.

Mayor

Corporate Administration Officer

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Floodplain Exemption Application — Electoral Area “A”

Administrative Recommendation:

THAT the Board of Directors approve a floodplain exemption for Lot 5, Plan KAP8741, DL 2450s, SDYD, in order to permit the development of a single detached dwelling containing a floor located less than 1.0 metre above natural ground elevation, subject to the following condition:

- i) a statutory covenant is registered on title in order to:
 - a) “save harmless” the Regional District against any damages as a result of a flood occurrence; and
 - b) secure the recommendations contained within the flood hazard assessment report prepared by Amber LeComte (P.Eng.) of Rock Glen Consulting Limited, dated February 16, 2017.
-

Purpose: To reduce the requirement that the floor of a dwelling unit be 1.0 metre above natural ground elevation to 0.0 metres, in order to facilitate the construction of a new single detached dwelling.

Owners: John LeComte

Folio: A06052.000

Civic: 10613 81st Street, Area “A”

Legal: Lot 5, Plan KAP8741, DL 2450s, SDYD

OCP: Low Density Residential (LR)

Zoning: Residential Single Family One (RS1) Zone

Proposed Development:

This application seeks to reduce the requirement to locate the floor of a dwelling unit from 1.0 metres to 0.0 metres above natural ground elevation, in order to facilitate the construction of a proposed single detached dwelling with a furnace located in the crawlspace.

In support of the proposal, the applicant has provided a flood hazard assessment dated February 16, 2017.

Site Context:

The subject property is approximately 888 m² in size and is located between 81st Street and Osoyoos Lake, approximately 700 m west of the Town of Osoyoos boundary. The property contains a cabin (to be removed) and a boathouse on a concrete foundation. The surrounding pattern of development is generally characterised by similar low density residential uses and agriculture.

Background:

Under the Electoral Area "A" Zoning Bylaw, the subject property is zoned Residential Single Family One Zone (RS1), wherein a single detached dwelling is a permitted use.

Section 4.0 of the Zoning Bylaws defines "habitable area" to include "any space or room within a building or structure" used for the "storage of goods, including equipment (and furnaces), which is susceptible to damage by floodwater."

Section 8.3.3(a) of the Zoning Bylaw states "dwelling units must be located with the underside of a wooden floor system, or the top of the pad of any habitable area, or the ground surface on which it is located, no lower than 1.0 metre above the natural ground elevation taken at any point on the perimeter of the building, or no lower than the flood construction levels specified in Section 8.1, whichever is greater."

The proposal meets the flood construction level requirement of 280.7 metres G.S.C., but not the 1.0 metre above ground requirement. In addition, locating the furnace in the crawlspace requires the top of the crawlspace pad to be located no lower than 1 metre above natural ground elevation. Therefore, as the top of pad is within 1.0 metres of the ground, this Floodplain Exemption Application is required.

Despite this restriction, Section 524(7) of the *Local Government Act* allows the Regional District to consider exempting a specific parcel for its floodplain regulations if the Board considers it advisable and either:

- (a) *considers that the exemption is consistent with the Provincial guidelines, or*
- (b) *has received a report that the land may be used safely for the use intended, which report is certified by a person who is*
 - (i) *a professional engineer or geoscientist and experienced in geotechnical engineering, or*
 - (ii) *a person in a class prescribed by the environment minister under subsection (9).*

Previously, on November 29, 2016, the Board of Variance approved a variance request in relation to this proposal in order to reduce the minimum front parcel line setback from 7.5 metres to 1.5 metres, as measured to the outermost projection.

On December 19, 2016, Watercourse Development Permit No. A2016.116-WDP was approved by Administration under delegated authority.

Analysis:

In considering this floodplain exemption request against the requirements of Section 524(7) of the *Local Government Act*, Administration notes that the property owners have submitted a flood hazard assessment, dated February 16, 2017, prepared by Amber LeComte, P. Eng., of Rock Glen Consulting Ltd., which states:

Flood protection measures were designed to reduce the potential for crawlspace flooding during a 200-year flood event. These mitigation measures are also designed to protect the furnace planned to be installed in the crawlspace from damage by floodwaters.

Flood hazard mitigation strategies and protection recommendations include:

-
- . *Siting the house as far west on the lot as possible.*
 - . *Siting the top of the crawlspace floor slab for the new house at or above the flood construction level of 280.7 masl to reduce the potential for flood waters to enter the house.*
 - . *Installing a minimum 100mm thick concrete pad for the furnace to sit on. This will elevate the furnace to at least elevation 280.8 masl.*
 - . *A sump pump shall be installed at the low point of the crawlspace to pump out any water that enters the crawlspace. The elevated furnace pad provides freeboard to allow the sump pump to be more effective at protecting the furnace from floodwater damage.*

Further to the Regional District's Development Procedures Bylaw No. 2500, 2011, a statutory covenant under Section 219 of the *Land Title Act* is required to be registered on title in order that the Regional District is "saved harmless" as a result of issuing this floodplain exemption.

Based upon the flood hazard assessment, it is recommended that the floodplain exemption request be approved and that the applicant enter into a statutory covenant in order to "save harmless" the Regional District in the event of future flood events.

Alternative:

- .1 THAT the Regional Board deny the Floodplain Exemption request.

Respectfully submitted:

Endorsed by:

Endorsed by:


T. Donegan, Planning Technician


C. Garrish, Planning Supervisor


D. Butler, Dev. Services Manager

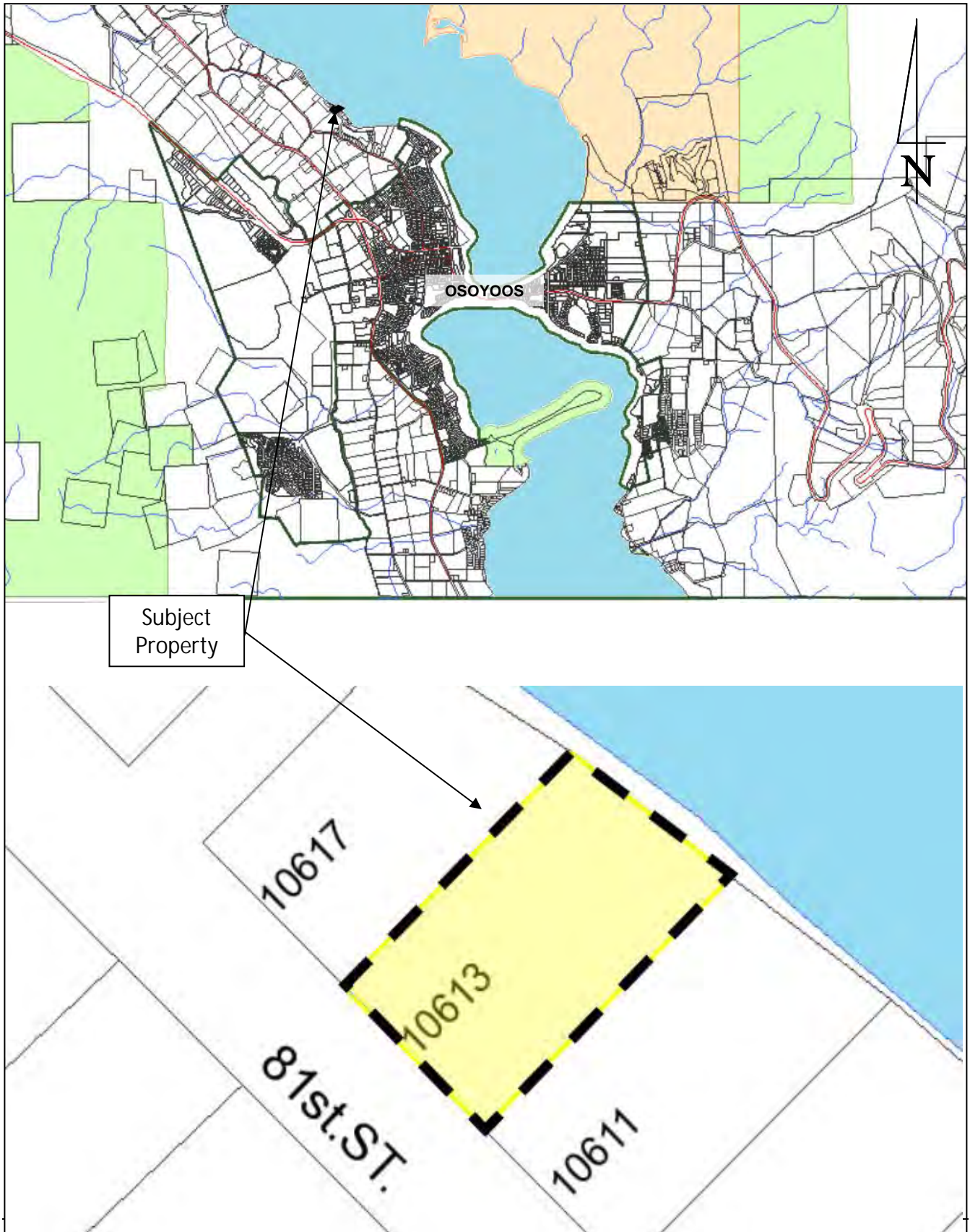
Attachments: No. 1 – Context Maps

No. 2 – Applicant's Site Plan

No. 3 – Applicant's Elevation Drawings

No. 4 – Google Streetview

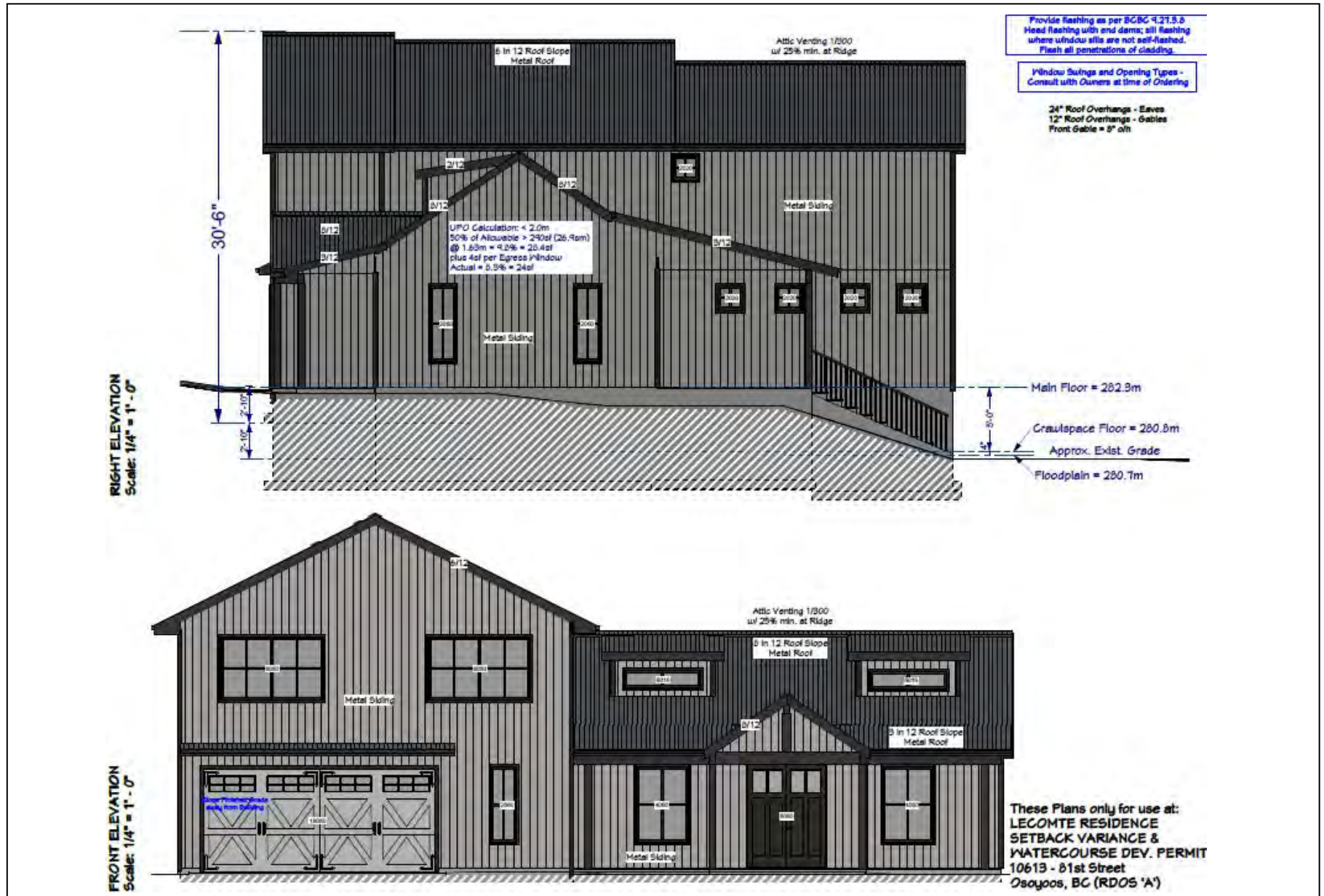
Attachment No. 1 – Context Maps



Attachment No. 2 – Applicant's Site Plan



Attachment No. 3 – Applicant's Elevation Drawings



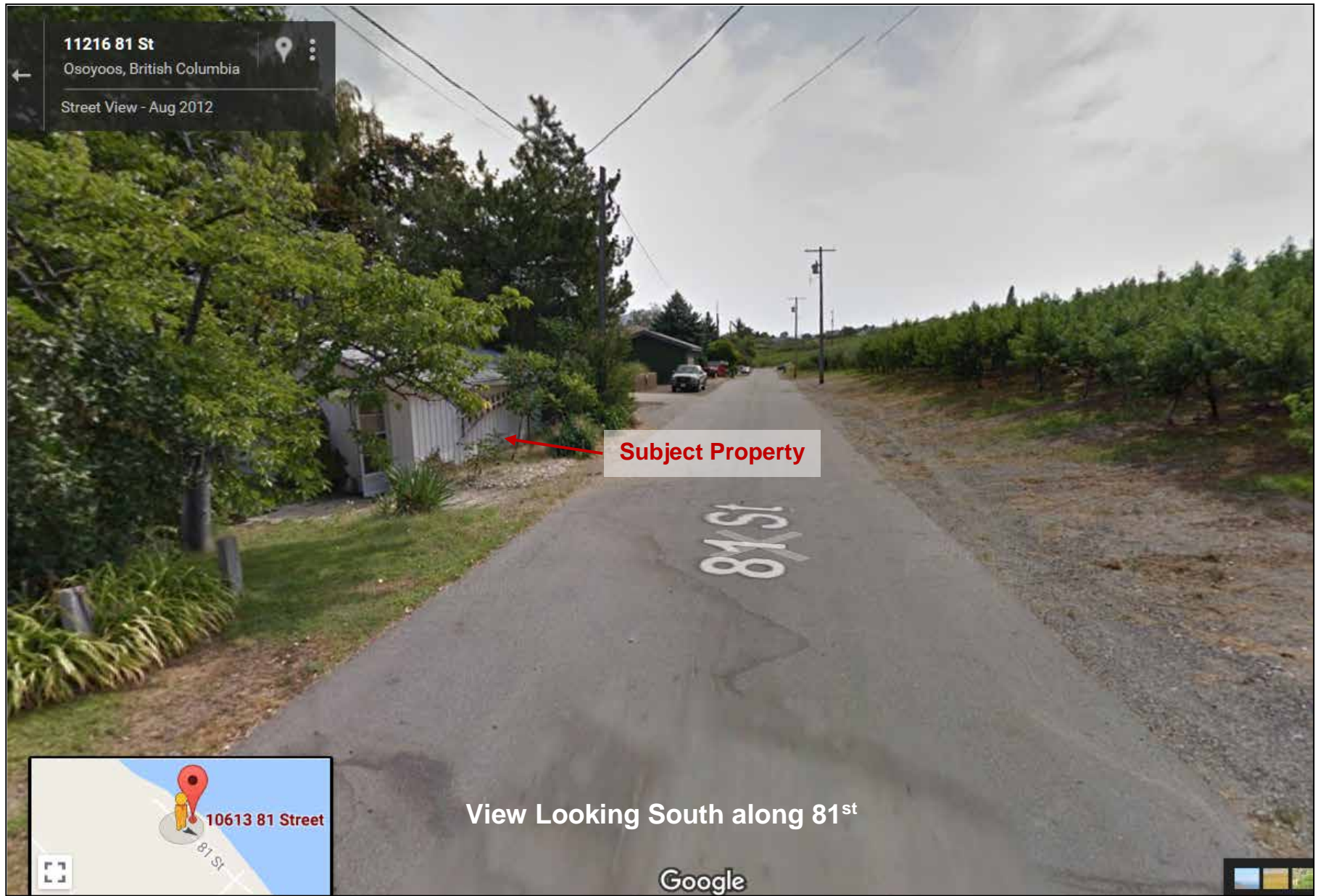
Attachment No. 3 – Applicant's Elevation Drawings



Attachment No. 4 – Google Streetview



Attachment No. 4 – Google Streetview



February 16, 2017

RGC 2037

John LeComte
jlecomte@galaxiesigns.com

Dear: Mr. LeComte:

**Subject: Flood Protection Report for Proposed New Residence
10613 - 81st Street, Osoyoos, BC**

SUMMARY

A new residence is planned for construction at 10613-81st Street just north of Osoyoos, BC. The crawlspace top of floor slab for the new residence will be lower than the Regional District of Okanagan Similkameen (RDOS) Zoning Bylaw (Osoyoos Rural Zoning Bylaw 2451, 2008) required 1.0 m above the natural ground elevation and will require a floodplain exemption.

The designated flood construction level (FCL) for Osoyoos Lake is 280.7 m. Mr. LeComte would like to situate the crawlspace portion of his house at this FCL; however, he plans to install a furnace in the crawlspace of the building. The installation of the furnace, as stated in the RDOS Zoning Bylaw 2451, 2008 definitions, makes the crawlspace a habitable space. The bylaw states that the top of the pad of any habitable area shall be no lower than 1.0m above the natural ground elevation. Therefore, Mr. LeComte is requesting a floodplain exemption so that the house can be situated with the top of the crawlspace floor slab at the Osoyoos Lake FCL of 280.7m.

This new residence will be constructed approximately 22m from the high water mark of Osoyoos Lake and will be at or above the FCL of Osoyoos Lake of 280.70 m. The residence will not meet the 1.0m above the natural ground elevation requirement and therefore the following measures shall be taken to protect the structure in the event of a 200 year flood:

- Siting the house as far west on the lot as possible.
- Siting the top of the crawlspace floor slab for the new house at or above the flood construction level of 280.7 masl to reduce the potential for floodwaters to enter the house.
- Installing a minimum 100mm thick concrete pad on top of the crawlspace floor slab for the furnace to sit on. This will help elevate the furnace in the case of a flood.
- A sump pump shall be installed at the low point of the crawlspace to pump out any water that enters the crawlspace.
- The keyway between the footings and the foundation walls shall have a water stop installed to lessen the chance of water ingress.
- Sloping all ground away from the house foundations.

1.0 Introduction and Background

Mike LeComte plans to construct a new house on his property at 10613-81st Street north of Osoyoos, BC. The property is immediately adjacent to Osoyoos Lake and currently has a small garage building near the road and a boat house near Osoyoos Lake.

Figure 1 – Location Plan attached to this report shows the location of the subject property along Osoyoos Lake. Figure 2 – Site Plan, also attached, shows the location of the proposed house in relation to Osoyoos Lake. Photos of the property are presented following the text of this report. Mr. LeComte wants to situate the crawlspace floor slab at the FCL for Osoyoos Lake, however he does not want to raise the slab elevation the required 1.0 m as required by the local RDOS zoning bylaw.

The RDOS needs to approve a floodplain exemption application to vary the vertical elevation requirements for the planned location of the new house to allow the present building plan to proceed.

Rock Glen Consulting Ltd. (RGC) was retained by John LeComte to prepare a flood protection report to accompany a floodplain exemption application in order to obtain the necessary approvals for construction of the new home.

2.0 Floodplain Regulations

Development within and adjacent to floodplains in Area 'A' Osoyoos Rural is regulated by the Area 'A' Osoyoos Rural Zoning Bylaw 2451, 2008. The bylaw states, in part:

8.1 Floodplain Designation

Land lower than the following flood construction level is designated as floodplain:

- .1 *The 200 year frequency flood construction levels applying to the Okanagan River and the Okanagan River Channel, as designated on floodplain mapping by the Province most recently prior to the adoption of this Bylaw.*
- .2 *1.5 metres above the natural boundary of any watercourse, with the exception of those listed in Section 8.1.3 and 8.1.4 below.*
- .3 *Osoyoos Lake: 280.70 metres Geodetic Survey of Canada (G.S.C.) datum*

Based on the above bylaw, a majority of the subject property is in the floodplain of Osoyoos Lake and the following 8.3.3 bylaw applies for a *dwelling unit*:

8.3 Floodplain Management Regulations

- .1 *No person must place any structural support for a habitable area or fill on land designated as a floodplain setback area under Section 8.2;*
- .2 *No person must construct, reconstruct, move or extend a floor system or pad which supports a habitable area, such that the underside of the wooden floor system or the top of the pad or the ground surface on which it is located, is lower than the flood construction levels specified in Section 8.1 except as provided in Sections 8.3.3 and 8.3.4;*
- .3 *Despite Section 8.3.2, the following floodplain management regulations apply:*
 - a) *For Dwelling Units: Dwelling units must be located with the underside of a wooden floor system, or the top of the pad of any habitable area, or the ground surface on which it is located, no lower than*

1.0 metre above the natural ground elevation taken at any point on the perimeter of the building, or no lower than the flood construction levels specified in Section 8.1, whichever is greater.

The new house crawlspace floor slab is situated at or above the flood construction level of Osoyoos Lake, 280.7 masl. The high water mark line (natural boundary) is shown on the attached Figure 2 – Site Plan.

Item 8.3.3.a. requires an exemption from the floodplain management regulations in RDOS Zoning Bylaw 2451, 2008 to allow the crawlspace floor slab of the house to be constructed at the flood construction level of Osoyoos Lake of 280.7m and not 1m above.

3.0 Flood Hazard Assessment Rationale

RGC has reviewed the available topographic maps and airphotos for the subject property at 10613-81st Street in Osoyoos. In addition, RGC personnel visited the site on one occasion in February of 2017. As described below, mitigative measures to protect the new house from potential flooding were evaluated, including situating the house as far west on the lot as possible to maintain the furthest distance from Osoyoos Lake.

There is the potential for flooding of Osoyoos Lake onto this property. Based on an analysis of this hazard and the size and shape of the lot, RGC has determined the construction practices that best mitigate this hazard. Siting the house as far to the west as possible on the lot provides the greatest distance from Osoyoos Lake and thus the greatest flood protection.

RGC has reviewed the proposed level of the crawlspace floor slab and determined that it is approximately 0.8m above the 200 year flood level of Osoyoos Lake. This elevation will provide adequate free board for the crawlspace and furnace provided that the following recommendations are implemented.

4.0 Flood Protection Conclusions and Recommendations

Flood protection measures were designed to reduce the potential for crawlspace flooding during a 200-year flood event. These mitigation measures are also designed to protect the furnace planned to be installed in the crawlspace from damage by floodwaters.

Flood hazard mitigation strategies and protection recommendations include:

- Siting the house as far west on the lot as possible.
- Siting the top of the crawlspace floor slab for the new house at or above the flood construction level of 280.7 masl to reduce the potential for floodwaters to enter the house.
- Installing a minimum 100mm thick concrete pad for the furnace to sit on. This will elevate the furnace to at least elevation 280.8 masl.
- A sump pump shall be installed at the low point of the crawlspace to pump out any water that enters the crawlspace. The elevated furnace pad provides freeboard to allow the sump pump to be more effective at protecting the furnace from floodwater damage.

- The keyway between the footings and the foundation walls shall have a waterstop installed to lessen the chance of water ingress.
- Sloping all ground away from the house foundations.

5.0 Closure

We trust that the information presented with this letter and the Floodplain Exemption Application document is sufficient to allow the RDOS to make a determination regarding the requested floodplain exemption. The planned flood protection and mitigation measures presented in this report were designed to reduce or prevent injury, human trauma and loss of life, and to minimize property damage during flooding events. Planned house siting is consistent with neighbouring lots.

This work was completed following generally accepted engineering practice. No other warranty, expressed or implied, is intended.


If you require additional information, or have any questions please contact us.

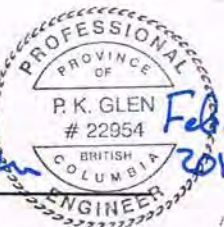
Yours truly,


Amber LeComte, P. Eng.
Rock Glen Consulting Ltd

 FEB 16, 2017

Reviewed by:


Paul Glen, P.Eng.
Rock Glen Consulting Ltd

 Feb. 16, 2017

- Attachments:
- 1) Site Photos
 - 2) Figure 1 – Location Plan
 - 3) Figure 2 – Site Plan



Proposed house to be situated on western portion of the lot near road.

Existing building to be removed

Photo No. 1 – View looking west at proposed house site (2017/02/08)



Photo No. 2 – View looking east from roadway down to Osoyoos Lake (2017/02/08)

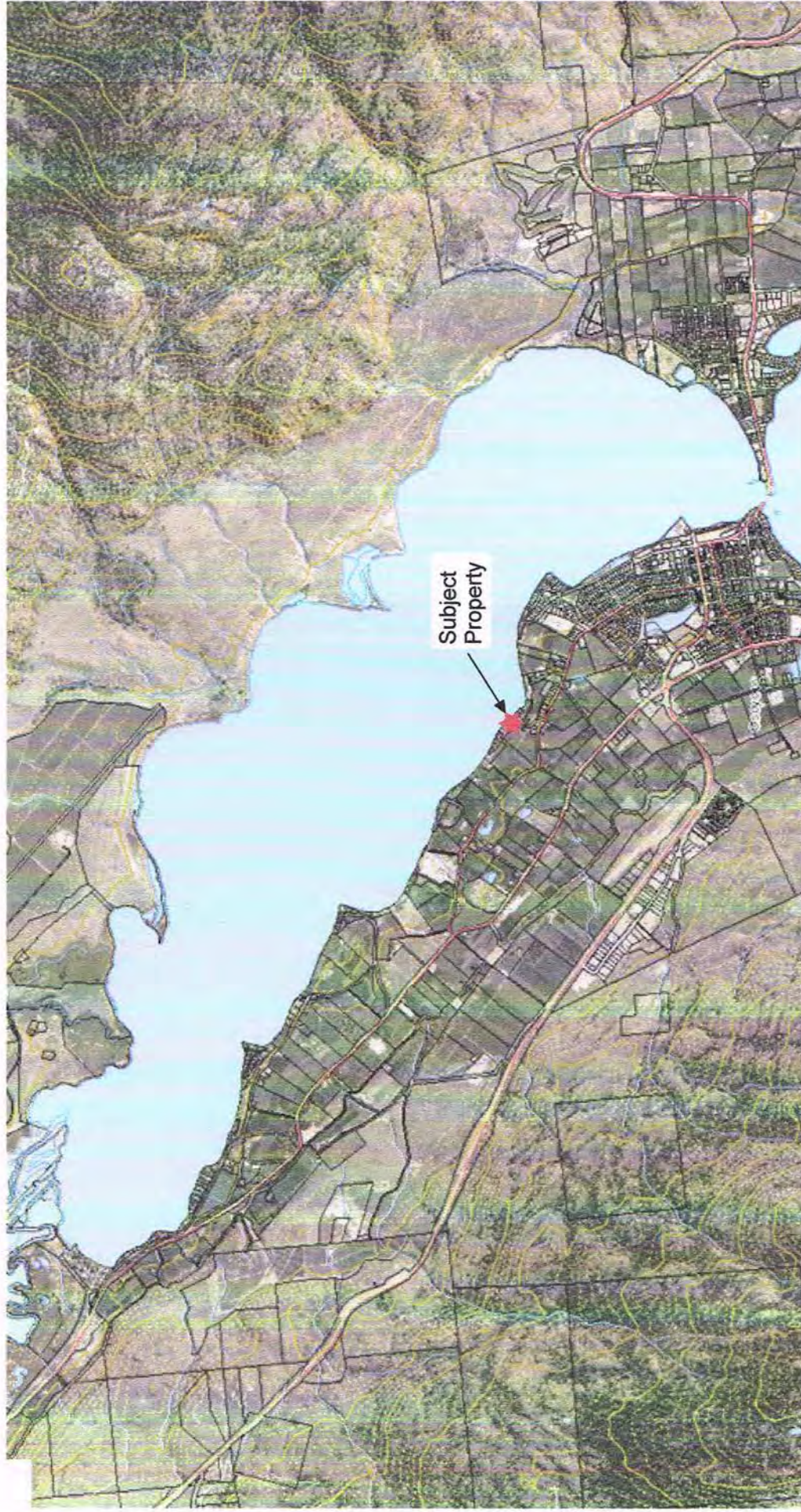


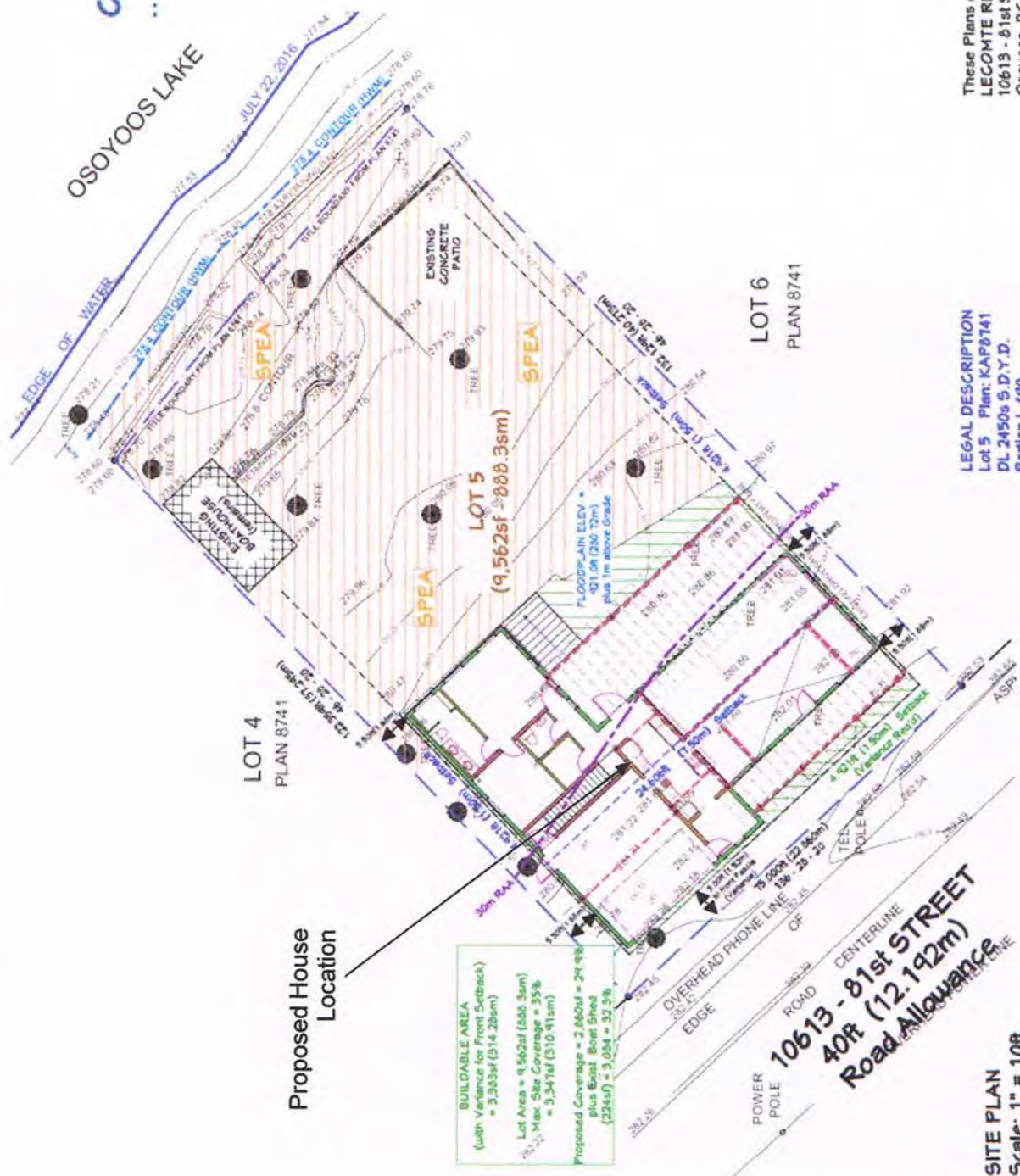
Figure 1 - Location Plan
10613 81st Street, Osoyoos, BC

RGC 2037

February 14, 2017

Custom Drafting & Design
... by Grant ASC, CRD, CEA

December 15, 2016



These Plans only for use at:
LECOMTE RESIDENCE
10613 - 51st Street
Osoyoos BC (RDOS 'A')

LEGAL DESCRIPTION
Lot 5 Plan: KAP0741
DL 2450s S.D.Y.D.
Portion L 490

SITE PLAN
Scale: 1" = 10ft

Figure 2 - Site Plan
10613 81st Street, Osoyoos, BC

RGC 2037

February 14, 2017



File No: H2017.033-FPE

In support of the proposal, the applicant has stated that a previous house located on the property was destroyed by fire in February 2016 and the owner is now seeking to construct a new house in the same general location but further to the north of "Alvin Brook".

The applicant is further advising that the original house had mistakenly been constructed on a neighbouring parcel in the 1950s and in order to construct the proposed new dwelling a boundary adjustment is being undertaken in order to consolidate the area in question into the subject property.

Site Context:

The subject property is situated on the west side of Coalmont Road and is approximately 2.1 hectares (ha) in area and is located approximately 0.6 km north of the Tulameen townsite.

The property previously comprised a single detached dwelling (since destroyed by fire in 2016) and currently comprises a garage and two sheds. As indicated above, the previous dwelling as well as a surviving septic system, well and shed were constructed on part of an adjacent parcel that is hooked across Coalmont Road.

The surrounding pattern of development is characterised by un-surveyed Crown land to the west and north, agricultural operations in the Agricultural Land Reserve (ALR) to the east and similar rural-residential development to the south.

Background:

Under the Electoral Area "H" Official Community Plan (OCP) Bylaw No. 2497, 2012, the subject area is designated part Small Holdings (SH) and part Agriculture (AG) and is also the subject of a Watercourse Development Permit (WDP) Area designation related to "Alvin Creek".

With regard to the WDP Area, the applicant has provided a letter from a qualified environmental professional (QEP) confirming the absence of a watercourse, as defined by the Riparian Areas Regulation (RAR), on the property – thereby meeting the criteria for an exemption at Section 22.3.6.4 of the OCP Bylaw.

Under the Electoral Area "H" Zoning Bylaw, the subject area is zoned Small Holdings Four (SH4) while the area of land to be consolidated is currently zoned Agriculture Three (AG3). Both of these zones permit for a single detached dwelling as a principal permitted use.

Under Section 8.0 (Floodplain Regulations) of the Zoning Bylaw, lands less than 1.5 metres above the natural boundary of "Alvin Creek" are designated as floodplain, with the flood construction level for these lands being 1.5 metres above the natural boundary of the designated floodplain. In addition, no buildings or structures are to be situated within 15.0 metres of "Alvin Creek".

Statutory Requirements

Section 524(7) of the *Local Government Act* allows the Regional District to consider exempting a specific parcel from its floodplain regulations if the Board considers it advisable and either:

- (a) *considers that the exemption is consistent with the Provincial guidelines, or*
- (b) *has received a report that the land may be used safely for the use intended, which report is certified by a person who is*
 - (i) *a professional engineer or geoscientist and experienced in geotechnical engineering, or*

(ii) a person in a class prescribed by the environment minister under subsection (9).

Analysis:

In considering this floodplain exemption request against the requirements of Section 524(7) of the *Local Government Act*, Administration notes that the property owners have submitted a flood hazard assessment prepared by a professional engineer experienced in geotechnical engineering (Paul Glen, P. Eng., of Rock Glen Consulting Ltd., dated March 13, 2017, which concludes the following:

Flood protection measures have been designed to withstand the impacts of flooding up to levels exceeding what might be anticipated in a 200-year flood event and maintain the serviceability of building structures.

These recommended flood protection measures include the following:

- *Durable fieldstone or angular quarry (blast) rock riprap shall be placed across the full width of the house foundations facing the creek and extending at least 3 m along each side of the house away from the creek.*
- *The riprap shall be approximately equidimensional, with no slab or shaly rock shapes, and have diameters ranging from 150 mm to 600 mm.*
- *The riprap shall be placed in trenches, or on moderately sloping (2H:1V) ground adjacent to house foundations.*
- *Riprap shall extend to an elevation at least 300 mm below the replacement house base of footing elevations.*
- *A qualified professional engineer shall review and approve the riprap protection works.*

In an Addendum dated March 27, 2017, Rock Glen Consulting Ltd addressed the request to vary the requirement that the top of the floor slab be reduced from 1.0 metre above the natural ground elevation around the house to 0.0 metres.

The Addendum concluded that the riprap protection and capacity in the driveway culvert provided adequate protection for the dwelling's foundation and that the floor slab can safely be reduced to 0.0 metres above natural ground elevation.

Further to the Regional District's Development Procedures Bylaw No. 2500, 2011, a statutory covenant under Section 219 of the *Land Title Act* is required to be registered on title in order that the Regional District is "saved harmless" as a result of issuing this floodplain exemption.

Based upon the flood hazard assessment, it is recommended that the floodplain exemption request be approved and that the applicant enter into a statutory covenant in order to "save harmless" the Regional District in the event of future flood events.

Alternative:

THAT the Regional Board deny the Floodplain Exemption request.

Respectfully submitted:



C. Garrish, Planning Supervisor

Endorsed by:



D. Butler, Development Services Manager

Attachments: No. 1 – Context Maps

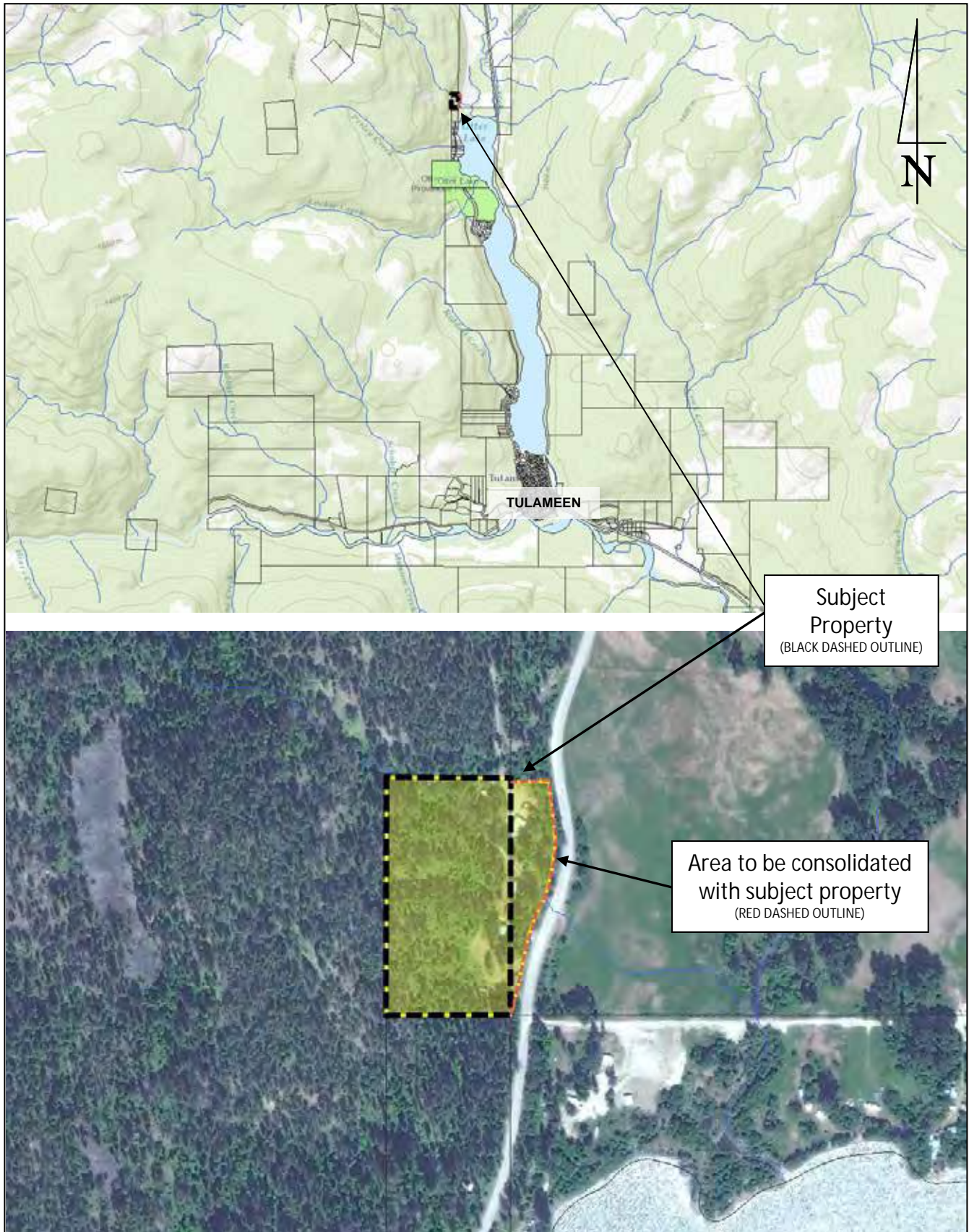
No. 2 – Applicant's Site Plan

No. 3 – Applicant's Elevation Drawings

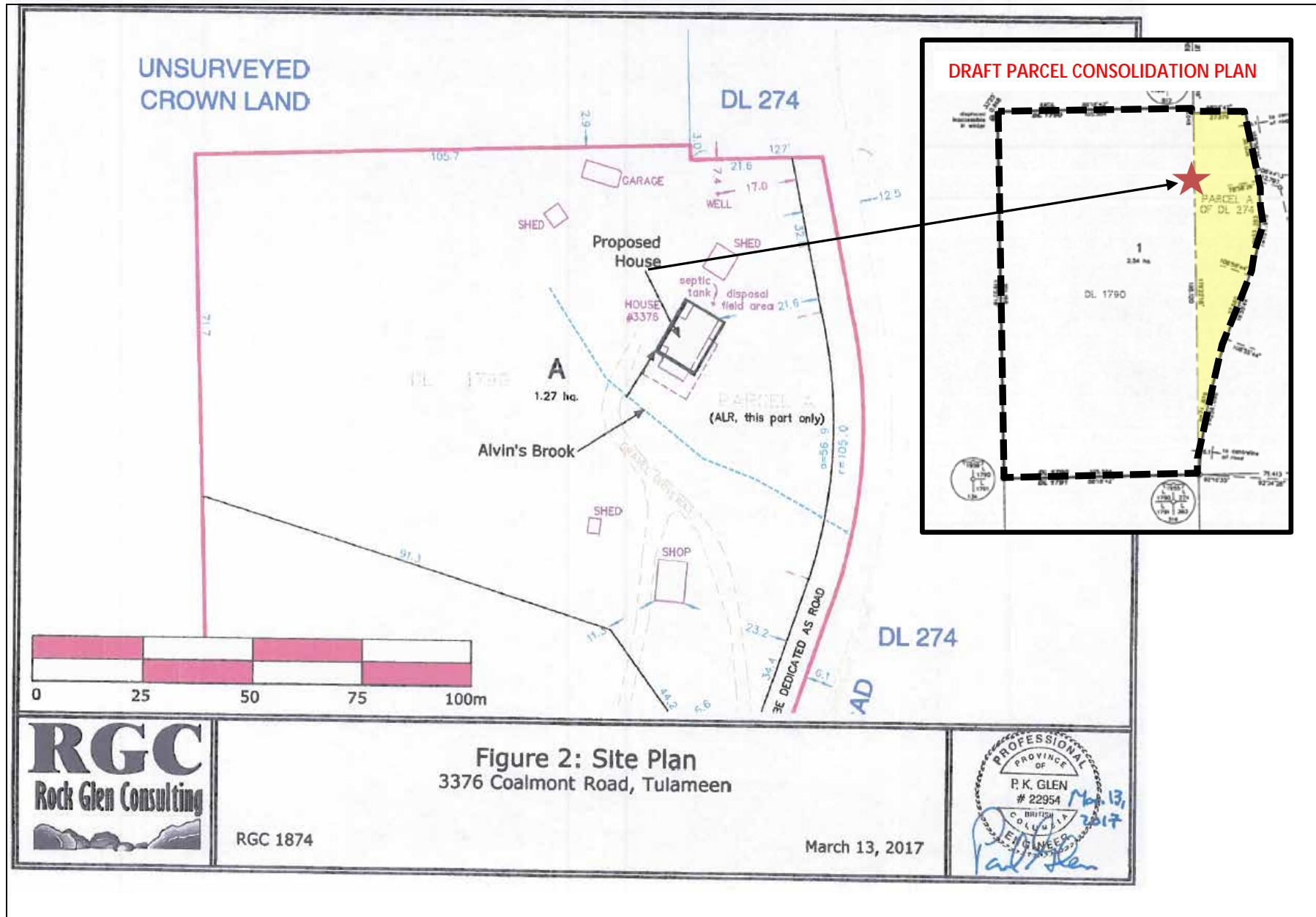
No. 4 – Flood Protection Report (March 13, 2017)

No. 5 – Flood Protection Report Addendum (March 27, 2017)

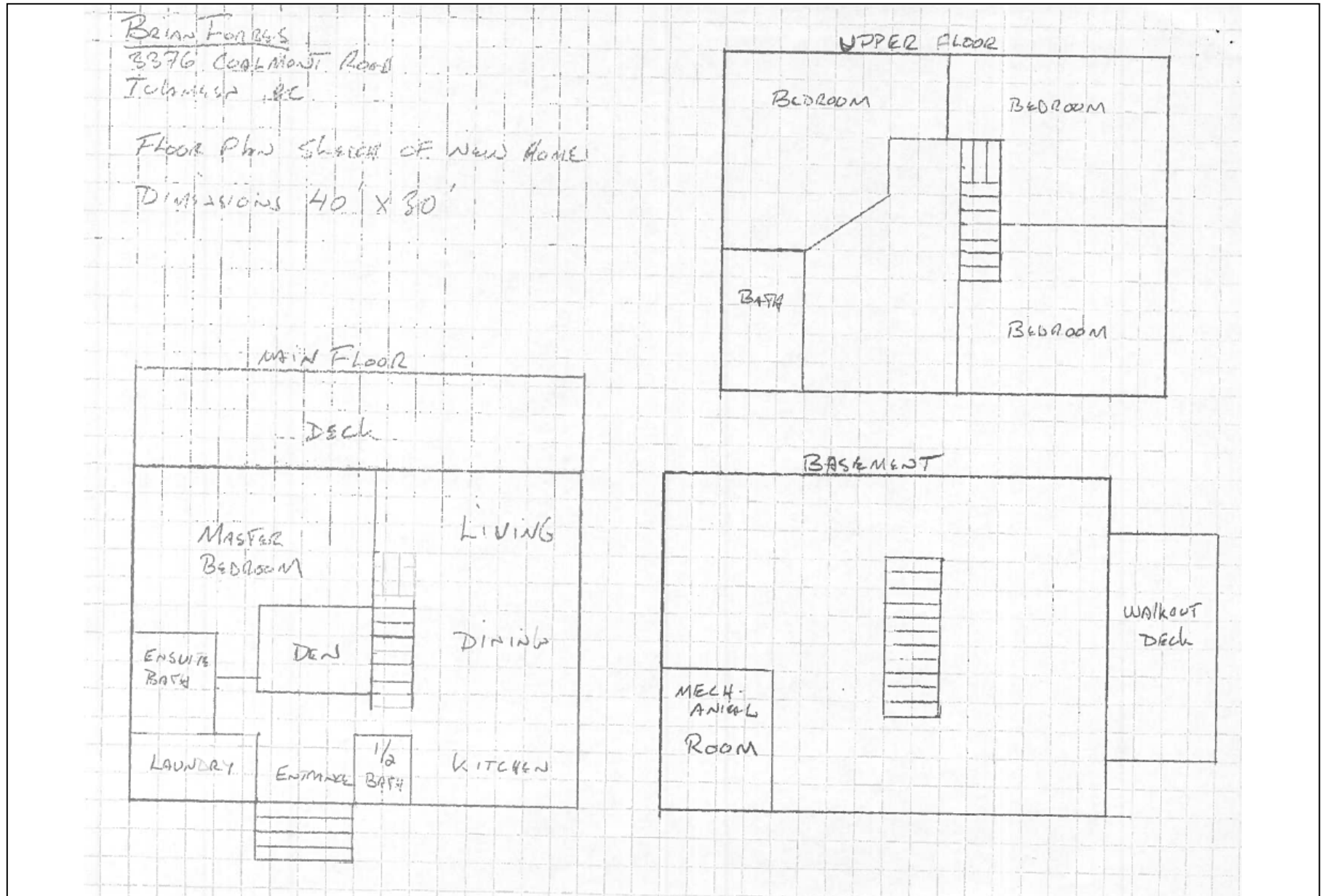
Attachment No. 1 – Context Maps



Attachment No. 2 – Applicant's Site Plan



Attachment No. 3 – Applicant's Floor Plan



March 13, 2017

RGC-1874

Brian Forbes
3376 Coalmont Road
Tulameen, BC
V0X 2L0

**Subject: Flood Protection Report for Replacement Dwelling
3376 Coalmont Road, Tulameen, BC**

SUMMARY

Mr. Brian Forbes is the owner and resides at 3376 Coalmont Road, Tulameen. A previous house on the property was destroyed by fire in February of 2016. Mr. Forbes is planning to re-build on the same location as the previous house.

When the original house was built in the 1950s, it was mistakenly placed on a neighbouring parcel (DL 274). The previous owner purchased the portion of the neighbouring property in question (approximately 1 acre) extending parcel 1790 (3376 Coalmont Road) to the road frontage. The subject property will be consolidated into a single lot as shown on the attached draft survey plan from AllTerra Land Surveying Ltd.

A small unnamed creek, known locally as "Alvin Brook" is located on the property. Any habitable building on a floodplain must comply with the Floodplain Regulations of the Regional District of Okanagan Similkameen (RDOS), Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008.

The proposed replacement house for 3376 Coalmont Road does not comply with this bylaw and therefore requires a Floodplain Exemption.

Specifically, the new dwelling will be less than 15 m from the "Natural Boundary" of "Alvin Brook" as required by the RDOS Floodplain Regulations. It is worth noting that Alvin Brook is a small, isolated stream, sourcing from a spring and disappearing underground just east of Coalmont Road. Alvin Brook does not provide fish habitat. The building is proposed to be 10 m from the natural boundary of the creek. Similarly, the RDOS Floodplain Regulations require a building to be at least 1.5 m above the natural boundary of a stream. The proposed new dwelling will be 0.4 m above the natural boundary.

In a report dated May 6, 2016, Tanya Lawes, RPT, reviewed potential riparian issues associated with the replacement house. Ms. Lawes concluded that a Riparian Area Regulation (RAR) is not required for this building site. A copy of Ms. Lawes' report is attached.

Mr. Forbes engaged Rock Glen Consulting Ltd. (RGC) to complete a Flood Protection Report and submit a Floodplain Exemption Application for the construction of his replacement house.

Paul Glen, P. Eng. of RGC completed a flood protection report for the replacement house. Mr. Glen concluded that the requested reduction in flood construction level from 1.5 m to 0.4 m and

floodplain setback from 15 m to 10 m were acceptable. Mr. Glen also concluded that the proposed locations of the replacement septic field and existing water well were suitable.

Relaxation of the RDOS floodplain regulations is required to allow building construction in the location selected by Mr. Forbes and supported by RGC. In this regard, RGC is preparing and will submit a Floodplain Exemption Application.

1.0 Introduction and Background

A new dwelling is planned for 3376 Coalmont Road in Tulameen. Rock Glen Consulting Ltd. (RGC) was retained by Mr. Brian Forbes to rebuild a fire-destroyed house on its previous location, as well as install a new septic system. The property is legally described as Parcel A (DD 170420F) of DL 274 YDYD. Figure 1 attached to this report shows the location of the subject property north of Tulameen.

As shown on Figure 2, a small, unnamed creek, known locally as "Alvin Brook" flows through 3376 Coalmont Road. Any habitable building on a floodplain must comply with the Floodplain Regulations of the RDOS Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008. These Floodplain Regulations require a setback of at least 15 m from the natural boundary of a stream and a building site elevation at least 1.5 m above the elevation of a stream natural boundary.

RGC has completed a flood hazard assessment for the property and determined a safe-building site (See Photos No. 1 & 2). The building site approved by RGC does not meet the setback and elevation requirements of the RDOS Floodplain Regulations for Tulameen.

The recommended building site is 10 m from the natural boundary of Alvin Brook. This location is less than the 15 m required by the Floodplain Regulations of the RDOS Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008. In addition, the elevation of the new dwelling is planned to be 0.4 m above the natural boundary of Alvin Brook which is less than the 1.5 m required by the Floodplain Regulations.

Accordingly, Mr. Forbes is applying for a Floodplain Exemption to allow construction of this proposed replacement house in the same location as his original house, destroyed by fire in February 2016. The flood hazard assessment work and flood protection report were undertaken by Paul Glen, P.Eng. Mr. Glen is a professional engineer who is familiar with river engineering and local hydrology. Mr. Glen's resume, a list of related projects and a Quality Assurance Statement are attached to this report.

Due to the location of the proposed new dwelling being within 15 m of Alvin Brook, Mr. Brian Forbes requested that a Riparian Area Assessment be performed on this parcel. Ms. Tanya Lawes, RPF, conducted a field visit to 3396 Coalmont Road and concluded that the Riparian Area Regulation (RAR) does not apply in this situation, since Alvin Brook does not provide fish habitat. A RAR report is not required for this building site.

A property title search showed that there are no restrictive covenants registered against the subject property.

This flood protection report presents investigation findings will accompany a Floodplain Exemption application being submitted on behalf of Mr. Forbes.

2.0 Proposed Development

Figure 2 is a site plan showing the proposed location of a new dwelling on 3396 Coalmont Road. When the original house was built in the 1950s, it was mistakenly placed on a neighbouring parcel (DL 274). The previous owner purchased the portion of the neighbouring property in question (approximately 1 acre) extending parcel 1790 (3376 Coalmont Road) to the road frontage. The subject property will be consolidated into a single lot as shown on the attached draft survey plan from AllTerra Land Surveying Ltd.

The dwelling will have a basement as well as a septic tank and field for wastewater disposal. The dwelling has a planned footprint of 365 m². The dwelling will be supplied with water from a well located to the north of the building site.

Septic disposal field and well locations are over 30 m and 45 m away from Alvin Brook, respectively. Potential flood events on Alvin Brook have a very low likelihood of impacting either the septic field or the well.

3.0 References

RGC consulted the following references during the completion of this flood hazard assessment work.

- RDOS Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008.
- *Flood Hazard Area Land Use Management Guidelines*. BC Ministry of Water, Land and Air Protection (BCMWLAP), May 2004.
- Riparian Review on Lot (PID 015-015-491). Tanya Lawes, RPF Lawes Forest Management, May 5, 2016

4.0 Work Completed

The following tasks were completed as part of these flood hazard investigations:

- Review of planned development work on 3396 Coalmont Road, including discussions with the owner, QEP and RDOS staff.
- Visited the site on July 1, 2016 to visually assess site conditions and discuss building location with the owner.
- Confirmed the natural boundary of Alvin Brook adjacent to the replacement house site.
- Reviewed RDOS Floodplain Regulations for this area and consulted the *BC Flood Hazard Area Land Use Management Guidelines*.
- Assessed foundation protection requirements for the planned new dwelling and prepared appropriate flood protection recommendations.
- Completed a Flood Protection Assessment report to present the findings and recommendations of these investigations.

5.0 Hydrological Setting and Potential Flooding Events

Alvin Brook is an isolated stream that rises from a talus slope approximately 250 m upstream of the planned replacement house site. Photo No. 1 shows the house site looking eastward, downstream along Alvin Brook.

A 600 mm CMP culvert crosses under the driveway just above the house site. The stream channel is armoured with cobbles and shaly gravel.

The driveway culvert is reported to handle normal and runoff flows. Estimated maximum runoff flows (PMF) from the small watershed area (~2 ha) that feeds Alvin Brook are in the range of 0.05 m³/sec. The 600 mm culvert has a calculated capacity of greater than 2 m³/sec.

Given the ability of the existing culvert to handle the calculated probable maximum flood flow, an overtopping of the road flood could only occur if the culvert is blocked. Even with a blocked culvert, the majority of the flow in an overtopping flood at the road would flow out of the south bank of the creek and down the driveway to Coalmont Road.

6.0 Flood Protection Assessment Rationale

- Alvin Brook has a small contributing watershed and consequently a relatively low volume maximum flood flow of only 0.05 m³/sec.
- The driveway culvert upstream of the replacement house site has a calculated capacity of greater than 2 m³/sec so that under normal operating conditions the calculated maximum flood flow will be safely passed.
- In the event the driveway culvert is blocked by ice or debris, creek flows could overtop the driveway. The driveway grade slopes south, away from the new house site and therefore most of any such overtopping flood would not flow past the replacement house site but down the driveway.
- Replacement house foundations will be protected by riprap extending the north bank of Alvin Brook to above the house foundation elevation.
- Septic disposal field and well locations are over 30 m and 45 m away from Alvin Brook, respectively. Potential flood events on Alvin Brook have a very low likelihood of impacting either the septic field or the well.

Based on the findings of our site investigation and hydrologic analysis as summarized above, RGC supports the requested variance of the RDOS flood construction level and floodplain setback requirements. Specifically, RGC concludes that a reduction in the flood construction elevation from 1.5 m to 0.4 m above the natural boundary of Alvin Brook and a reduction in the setback of the replacement house from 15 m to 10 m from the natural boundary of Alvin Brook is acceptable.

7.0 Recommended Flood Protection Measures

As described in Section 6, there is a very low likelihood of a flood event that would overtop the driveway and potentially damage the replacement house foundations. Nevertheless, it is considered reasonable and prudent to provide riprap erosion protection for the replacement house foundations. In this regard, RGC recommends the following:

- Durable fieldstone or angular quarry (blast) rock riprap shall be placed across the full width of the house foundations facing the creek and extending at least 3 m along each side of the house away from the creek.
- The riprap shall be approximately equidimensional, with no slab or shaly rock shapes, and have diameters ranging from 150 mm to 600 mm.

- The riprap shall be placed in trenches, or on moderately sloping (2H:1V) ground adjacent to house foundations.
- Riprap shall extend to an elevation at least 300 mm below the replacement house base of footing elevations.
- A qualified professional engineer shall review and approve the riprap protection works.

8.0 Closure and Limitations

This work was completed for the exclusive use of Mr. Brian Forbes with respect to the planned construction of a replacement house on 3396 Coalmont Road, Tulameen.

Flood protection measures have been designed to withstand the impacts of flooding up to levels exceeding what might be anticipated in a 200-year flood event and maintain the serviceability of building structures.

The attached Quality Assurance Statement provides assurance that the findings presented in this report are consistent with the requirements of the BC Local Government Act and RDOS zoning bylaw floodplain regulations.

The work was completed following generally accepted engineering practice. No other warranty, expressed or implied, is made.

Please contact us with any questions regarding this work.

Yours truly,

Paul Glen, P.Eng.
Rock Glen Consulting Ltd

- Attachments:
- 1) Site Photos
 - 2) Figure 1 – Location Plan
 - 3) Figure 2 – Site Plan
 - 4) Consolidation Survey Plan – AllTerra Land Surveying Ltd.
 - 5) Quality Assurance Statement
 - 6) Flood Hazard Assessment Project Experience
 - 7) Paul Glen's Resume
 - 8) Riparian Assessment Report (Lawes Forest Management – May 5, 2016)



Photo No. 1 – View looking east at replacement house location (2016/07/01)



Photo No. 2 – View looking south toward replacement house location (2016/07/01)



Figure 1: Location Map
3376 Coalmont Road, Tulameen

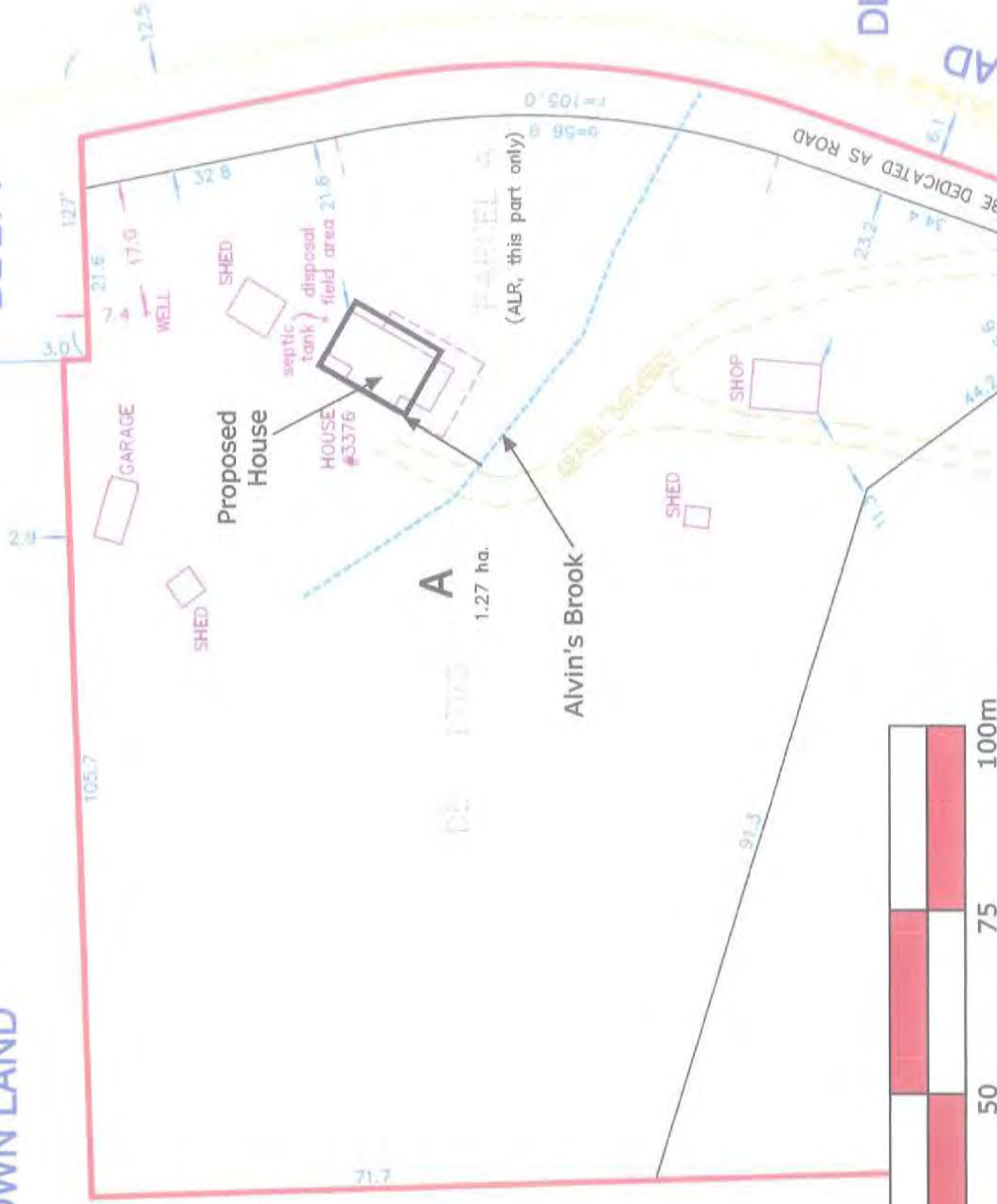
RGC 1874

March 13, 2017

UNSURVEYED
CROWN LAND

DL 274

DL 274



RGC 1874

Figure 2: Site Plan
3376 Coalmont Road, Tulameen

March 13, 2017



REFERENCE PLAN OF CONSOLIDATION OF
PARCEL A (DD 170420F) OF DISTRICT LOT 274, YDYD,
AND DISTRICT LOT 1790, YDYD.

PURSUANT TO SECTION 100(1)(b) OF THE LAND TITLE ACT.

BCGS 92H.057

SCALE 1:1000 METRIC

THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH
BY 559 mm IN HEIGHT (C-size) WHEN PLOTTED AT A SCALE
OF 1:1000 METRIC.

LEGEND

- ⊕ Standard Capped Post Found
- ⊗ Standard Capped Post Set
- Standard Iron Post Found
- ⊙ Standard Iron Post Set
- △ Traverse Hub

Note: This plan shows one or more witness posts which are
not set on the true corner(s).

Distances shown are in metres and decimals thereof.

Grid bearings are derived from points established using GNSS
observations and are referred to the central meridian of UTM
Zone 10.

The UTM coordinates and estimated horizontal positional
accuracy achieved are derived from GNSS ties to active control
points 987020 (CHWC) and 557006 (DRAG).

This plan shows horizontal, ground-level distances unless
otherwise specified. To compute grid distances, multiply
ground-level distances by the average combined factor of
0.99979735. The average combined factor has been determined
based on an ellipsoidal elevation of 765.7 metres.

UNSURVEYED CROWN LAND



AllTerra

Land Surveying Ltd.
www.AllTerraSurvey.ca
Ph: 250.452.9298 Fax: 1-800-663-8181

This plan lies within the Regional District of Okanagan
Similkameen.

The field survey represented by this plan was completed on
the 23rd day of February, 2017.
Mark A. Conlin BCLS #812

Quality Assurance Statement

Mr. Paul Glen, P.Eng. is the qualified professional (QP) responsible for this flood hazard assessment. Mr. Glen has been a practicing engineer for over 40 years and is qualified by training and experience to complete flood hazard assessments for residential developments.

In addition to training as a geological and geotechnical engineer, Mr. Glen has completed numerous hydrological assessments for flood control, erosion protection and flood hazard evaluations. A list of local hydrological project experience is presented on the next page followed by a copy of Mr. Glen's resume.

This flood hazard assessment was completed with due consideration of the following:

- RDOS Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008.
- BC Ministry of Water, Land and Air Protection (BCMWLAP), May 2004 "*Flood Hazard Area Land Use Management Guidelines*".
- Association of Professional Engineers and Geoscientists of British Columbia (APEGBC), May 2006 (with revisions in 2008 & 2010) "*Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC*".
- Floodplain Regulations contained in Section 910 of the BC Local Government Act.

I hereby give my assurance based upon the conditions contained in this report that for the requested floodplain bylaw exemption RDOS Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008, and the BC Local Government Act (Section 910), "*the land may be used safely for the use intended.*" In this case, the land use intended is a 4 bedroom house.



March 13,
2017

Paul Glen, P.Eng.
Rock Glen Consulting Ltd.

PAUL GLEN, P.Eng.**Flood Hazard Assessment Project Experience**

- ***Chute Creek Flood Flow Analyses and House Flood Works.*** Hydrological analysis of flood frequency data to derive stage-discharge relationships for the lower reach of Chute Creek. Design and construction supervision of concrete flood control flume repairs. Design of flood protection erosion protection for house within 3 m of the concrete flood control flume.
- ***Suncatchers RV Park Similkameen Flood Control Works.*** Repair and upgrade of flood and erosion protection dykes on the bank of the Similkameen River upstream of Keremeos, BC.
- ***Flood Hazard Assessments and Flood Protection Designs for Recreation Residence Construction – Similkameen River at Eastgate, Manning Park.*** Field surveys, hydrological data analysis to calculate flood frequency and flood levels for new construction adjacent to the Similkameen River.
- ***Skaha Lake Flood Protection Works, Penticton, BC:*** Field surveys, wave height calculations, erosion protection design and construction review for several lakefront properties along on Skaha Beach and Lakeside Road, Penticton as well as in Okanagan Falls.
- ***Flood Hazard Assessment for 18 Unit Townhouse Complex – 650 Ellis Avenue, Naramata, BC:*** Field surveys, hydrological data compilation, review of flood mapping and Naramata Fan report: development of flood routing plan and flood-proofing criteria for townhouse buildings; meetings with regulatory officials; construction review and professional quality assurance.
- ***Flood Hazard Assessment for New House – 8929 Road 17, Oliver, BC:*** Field surveys, hydrological data compilation, review of flood mapping and assessment of flooding and debris flow potential for planned new house on Testalinden Creek fan including flood proofing mitigation measures. Preparation of flood hazard report for floodplain exemption application.
- ***Flood Hazard Assessment for a New Dwelling – Lot 18 Indian Rock Road, Naramata, BC:*** Document review, field surveys, hydrological data compilation, analysis and assessment of flooding potential for planned new dwelling on Indian Road including flood proofing mitigation measures. Preparation of flood hazard report for floodplain exemption application.



P. K. (Paul) Glen
Geotechnical/Geological Engineer
and Hydrogeologist

Hydrology/Water Resources Engineering
Geotechnical/ Geological Engineering
Hydrogeology
Environmental Engineering
Waste Management
Forestry

EDUCATION

Queen's University, Kingston, Ontario

B.Sc., Geological Engineering, 1974

REGISTRATION:

Professional Engineer: British Columbia

SUMMARY OF REPRESENTATIVE EXPERIENCE

Geotechnical and Geological Engineering:

Mr. Glen's geotechnical engineering practice in the Okanagan ranges from single-family residential foundation design and subdivision slope stability assessments, to large winery and warehouse structures. Geotechnical issues addressed include safe building setbacks for slope stability, rockfall hazard concerns and foundation design including piles, mat, raft as well as more conventional strip and spread footings in addition to retaining structures and swimming pools.

Increasingly, Mr. Glen has been involved in landslide hazard assessment for residential development including design and construction review of landslide mitigation and protective works. Assessments of landslide, rockfall and debris flood/flow hazards are part of Mr. Glen's practice.

Prior to coming to the Okanagan, Mr. Glen was involved in foundation investigations and designs for numerous residential, commercial and industrial sites, including heavy industrial foundation projects at petrochemical facilities, as well as shoring for high-rise structures.

Mr. Glen routinely conducts building inspections as part of property transactions and recommends repairs where necessary. He has completed foundation repair work on a number of properties and worked with insurance adjusters and lawyers to determine causes of building foundation failures.

Mr. Glen's experience covers a wide range of project types, and includes site investigations, design and construction for sewage lagoons, storm water retention ponds, mine tailings ponds and dykes, irrigation and waterpower dams. He has conducted numerous dam safety reviews, terrain analyses and granular resource studies throughout Western and Northern Canada.

ROCK GLEN CONSULTING LTD.
RESUME FOR PAUL GLEN, P.ENG.

In addition, Mr. Glen has completed a number of geological hazard assessments for development projects in the southern Okanagan Valley of B.C., as well as terrain stability assessments for a variety of forestry projects throughout the Southern Interior of B.C.

Transportation and Pipeline Engineering:

Mr. Glen's linear project experience includes resource access road, pipeline route selection and river crossing studies, transportation projects, slope stability analyses, major highway construction as well as railways and light-rail-transit systems.

Mr. Glen has completed geotechnical engineering assignments for major highways including Highways 2 (Deerfoot Trail), 3 (Crowsnest) and 40 (Kananaskis) in Alberta as well as the Trans Canada highway in B.C. He has also conducted geotechnical investigations for the approach grade to railroad tunnels in Rogers Pass.

Mr. Glen has completed a variety of forestry road location, design and construction projects. He is actively involved in residential road design and construction projects in the southern Okanagan.

Mr. Glen has completed pipeline route alignment studies throughout western and northern Canada including major gas pipelines across southern Alberta and Saskatchewan as well as between Edmonton, Cold Lake and Fort McMurray in northern Alberta.

A significant part of Mr. Glen's consulting career has been spent locating and designing river crossings for pipelines throughout B.C., Alberta, Saskatchewan, the Yukon and Northwest Territories of Canada.

Hydrology and Water Resources Engineering:

Mr. Glen has completed numerous flood studies for projects ranging from residential developments to watershed flood routing including flood analyses for residential and commercial developments in Penticton, Okanagan Falls, Keremeos, Eastgate, Rock Creek and Christian Lakes, as well as completed an analysis of flood flows north of Naramata in support of a design-build to repair and upgrade the flood capacity of a concrete flume at the mouth of Chute Creek.

He was hydrologist for watershed assessment projects on the Ashnola River, on Cherry Creek near Lumby, and for TFL 35 north of Kamloops. His graduate work involved intensive study of the ancestral Bow River system in southern Alberta where he applied a variety of fluvial geomorphology and Quaternary geology techniques to interpret the history of this river system over the past 3 to 5 million years.

Since founding Rock Glen Consulting (RGC), Mr. Glen has completed a variety of flood hazard assessment projects, including:

- Chute Creek Flood Flow Analyses and House Flood Works
- Suncatchers RV Park Similkameen Flood Control Works
- Flood Hazard Assessments and Flood Protection Designs for Recreation Residence Construction – Similkameen River at Eastgate, Manning Park
- Skaha Lake Flood Protection Works, Penticton, BC
- Flood Hazard Assessment for 18 Unit Townhouse Complex – 650 Ellis Avenue, Naramata BC
- Flood Hazard Assessment for New House – 8929 Road 17, Oliver, BC
- Flood Hazard Assessment for a New Dwelling – Lot 18 Indian Rock Road, Naramata BC

ROCK GLEN CONSULTING LTD.
RESUME FOR PAUL GLEN, P.ENG.

Mr. Glen began his professional career with the Prairie Farm Rehabilitation Administration (PFRA) where he was involved in the investigation, design and construction of numerous dams, lagoons, canals and other water resources projects. He was involved in ice flow model studies for weirs in northern Alberta and dam safety assessments concerned with erosion, overtopping and estimating the Probable Maximum Floods (PMF) for dams throughout the Prairies.

He participated in sedimentation studies for proposed dams and reservoirs on the eastern slopes of Riding Mountain in Manitoba and assessed flood damage potential for existing and proposed dams in the Cypress Hills and Wood Mountain areas of southern Saskatchewan.

After leaving the PFRA, Mr. Glen consulted on the design and construction of a variety of water resources structures, including sewage lagoons, storm water retention ponds, mine tailings ponds and dykes, irrigation and waterpower dams. He has completed numerous dam safety reviews in British Columbia, Alberta and Saskatchewan.

Hydrogeology:

Mr. Glen has completed a variety of hydrogeological projects ranging from investigations for hazardous waste disposal sites to groundwater supply studies. He has served as hydrogeologist for soil salinity studies and construction impact assessments as well as major regional aquifer studies.

Mr. Glen has installed and rehabilitated monitoring wells for potash mines; conducted groundwater supply studies for residential and recreational developments; and provided hydrogeological input to a variety of municipal and industrial design and construction projects, including sewage lagoons, arenas and roadways.

He has undertaken groundwater supply studies and well installations for oil sands and heavy oil projects as well as dewatering and seepage analyses for various construction projects.

Most recently he is involved in groundwater supply studies for a planned expansion of residential and golf course developments at St. Andrews west of Okanagan Falls, in the southern Okanagan Valley area.

Environmental Engineering:

Mr. Glen has completed a variety of contaminant projects ranging from proposed uranium mine tailings disposal sites to hydrocarbon contamination clean-ups. He has completed comprehensive hydrogeological assessments and remediated contaminated soil and groundwater at petrochemical facilities, chemical plants and pulp mills, as well as undertaken environmental assessments and prepared closure plans for DND sites.

While practicing in Alberta, Mr. Glen completed risk assessments for contaminated sites and waste management operations including abandoned landfills, pulp mills and hydrocarbon contaminated sites. He has designed and constructed remedial works and implemented risk management plans for a number of these facilities.

Mr. Glen has completed Phase 1 and 2 site assessments and site audits for numerous properties in British Columbia and Alberta. Much of this work related to property transfer and financing arrangements requiring due diligence to determine environmental conditions.

Waste Management:

Mr. Glen's waste management experience ranges from siting and permitting to design and construction of solid and liquid waste facilities. He has completed the siting, design and

ROCK GLEN CONSULTING LTD.
RESUME FOR PAUL GLEN, P.ENG.

construction of industrial, municipal and hazardous waste landfills, mine tailings ponds, municipal sewage lagoons, industrial wastewater ponds and domestic septic systems including permitting and hearings processes.

He has completed several health risk assessments for proposed and existing landfills including facilities in Red Deer, Cardston, Carstairs, Grande Prairie and Bluffton, Alberta.

His Okanagan practice includes numerous septic system investigations and designs for difficult sites. He has worked extensively with local Health Inspectors and Ministry of Environment staff on the permitting, design and construction of on-site sewage systems for individual residences, campgrounds, trailer parks and summer camps.

Mr. Glen has designed and constructed compacted clay, soil admix, geomembrane and composite liners, leachate collection and handling systems and installed numerous groundwater monitoring systems for waste facilities. He has completed health risk assessments for several existing and proposed landfills, as well as investigated numerous closed landfills and conducted forensic work to determine and mitigate leachate and odour concerns.

Mr. Glen has taken the lead in planning and executing public consultation work for a variety of waste management projects including new and expanded landfills in Red Deer, Cardston and Bluffton, Alberta. He assisted with public consultation work for the Regional District of Okanagan-Similkameen for their Okanagan Falls landfill.

Forestry:

Mr. Glen has a variety of forestry related project experience. He has completed project management and supervision of terrain mapping for TSIL C mapping projects in the Mission Creek and Olalla Creek watersheds of Southern B.C.

He has been involved in the completion and review of terrain stability assessments, sediment source surveys and IWRP projects throughout the B.C. interior.

Mr. Glen has completed numerous road assessment and design projects and was responsible for the upgrading, stream crossing design and landslide rehabilitation works on the Olalla Creek FSR.

He has completed various geotechnical and hydrogeological assignments at sawmills, pulp mills and wood treatment plants, including: installation of groundwater monitoring wells and remediation of contaminated groundwater; siting design, permitting and construction of wood waste and mill process waste landfills; forestry block access road and bridge siting, design and construction.

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RESUME FOR PAUL GLEN, P.ENG.

AFFILIATIONS

Member Association of Professional Engineers and Geoscientists of British Columbia
Canadian Geotechnical Society
International Association of Engineering Geologists
International Association of Hydrogeologists

EMPLOYMENT RECORD

2001 – Present	Principal and Owner - Rock Glen Consulting Ltd., Okanagan Falls, B.C.
1997 – 2001	Wildstone Engineering Ltd., Penticton, B.C.
1986 – 1997	AGRA Earth & Environmental Limited, Saskatoon and Calgary
1984 – 1986	University of Calgary (Graduate Studies)
1983 – 1984	Hardy Associates (1978) Ltd., Calgary, Alberta
1979 – 1983	EBA Engineering Consultants Ltd., Calgary, Alberta
1974 – 1979	Prairie Farms Rehabilitation Administration, Regina, Saskatchewan

ROCK GLEN CONSULTING LTD.
RESUME FOR PAUL GLEN, P.ENG.

PUBLICATIONS

Glen, P.K., J.K. Morrison and K.J. Barnett. 1998. **Rockfall Hazard Assessment for Residential Development Sites.** 8th Congress of the International Association of Engineering Geology and the Environment, Vancouver, British Columbia, September 21-25, 1998.

Walter, A.L., S.L. Foley and P.K. Glen. 1995. **Black Liquor in Groundwater at a Pulp Mill in Northern Alberta, Canada.** 26th International Conference of the International Association of Hydrogeologists, Edmonton, Alberta, June 4-10, 1995.

Foley, S.L., P.K. Glen and A.L. Walter. 1995. **The Use of Multi Level Sampling Devices to Monitor Black Liquor in Groundwater at a Pulp Mill in Northern Alberta, Canada.** 26th International Conference of the International Association of Hydrogeologists, Edmonton, Alberta, June 4-10, 1995.

Glen, P.K. and A. Slawinski. 1987. **The Swift Current Valley Aquifer System.** Geological Association of Canada Annual Meeting, Special Session on Quaternary Geology and Geotechnology.

Slawinski, A. and P.K. Glen. 1987. **The Swift Current Valley – A Glacially Disrupted Buried Valley Aquifer System.** NWWA Northwest Regional Conference.

Bruch, P., C.I. Glen and P.K. Glen. 1987. **Geotechnique and Microcomputers: Observations From a Western Canadian Geotechnical Engineering Practice.** First Canadian Symposium on Microcomputer Applications to Geotechnique, Regina, Saskatchewan.

Glen, P.K. 1987. **Recent Experience with Irrigation Dams in Southern Saskatchewan.** 40th Canadian Geotechnical Conference, Regina, Saskatchewan.

Glen, P.K. and G.D. Osborn. 1986. **Late Cenozoic River Migration and Diversion on the Alberta Prairie.** American Quaternary Association Annual Meeting, Champagne, Illinois and Canadian Society of Petroleum Geologists Annual Conference, Calgary, Alberta.

Glen, P.K. 1986. **Late Cenozoic Stratigraphy and Erosional History of the Ancestral Bow River Drainage, South-Central Alberta.** GAC-MAC-CGU Joint Annual Meeting, Ottawa, Canada.

Trimble, R., G. Grainger and P.K. Glen. 1983. **Old Crow, Yukon Groundwater Supply.** Cold Regions Engineering Conference, Anchorage, Alaska.

Glen, P.K. and J. Lebedin. 1979. **Conjunctive Use of Groundwater and Surface Water in the Prairie Environment.** Plains Aquatic Research Conference, Regina, Saskatchewan.



Box 338

Princeton, BC V0X 1W0

Phone: 250-295-0200

May 5, 2016

Regional District of Okanagan Similkameen
101 Martin Street
Penticton, BC
V2A 5J9

Attn: Timothy Donegan, Planning Technician

Re: PID 015-015-491

Brian Forbes, owner of PID 015-015-491, has asked that a Riparian Area Assessment be done on this parcel:

A field visit was conducted on March 29, 2016 and concluded that the Riparian Area Regulation (RAR) does not apply in this situation. The definition of stream contained with the RAR is as follows:

Stream –“includes any of the following that provides fish habitat:

- (a) a watercourse, whether it usually contains water or not;
- (b) a pond, lake, river, creek, brook;
- (c) a ditch, spring or wetland that is connected by surface flow to something referred to in paragraph (a) or (b)”

The stream assessed is an isolated stream that starts out of the bottom of a talus slope and ends just east of the Coalmont Road. This stream is not connected by surface flow to any feature listed above in the definition and therefore does not provide fish habitat and thus does not fall under the RAR.

A RAR report is not required for this building site.

If there are any questions or concerns, please feel free to contact me at 250-295-0200 or tanya@lawesforestry.com



Box 338

Princeton, BC V0X 1W0

Phone: 250-295-0200

Yours truly,

A handwritten signature in cursive script that reads "Tanya Lawes".

Tanya Lawes, RPF
Lawes Forest Management Ltd

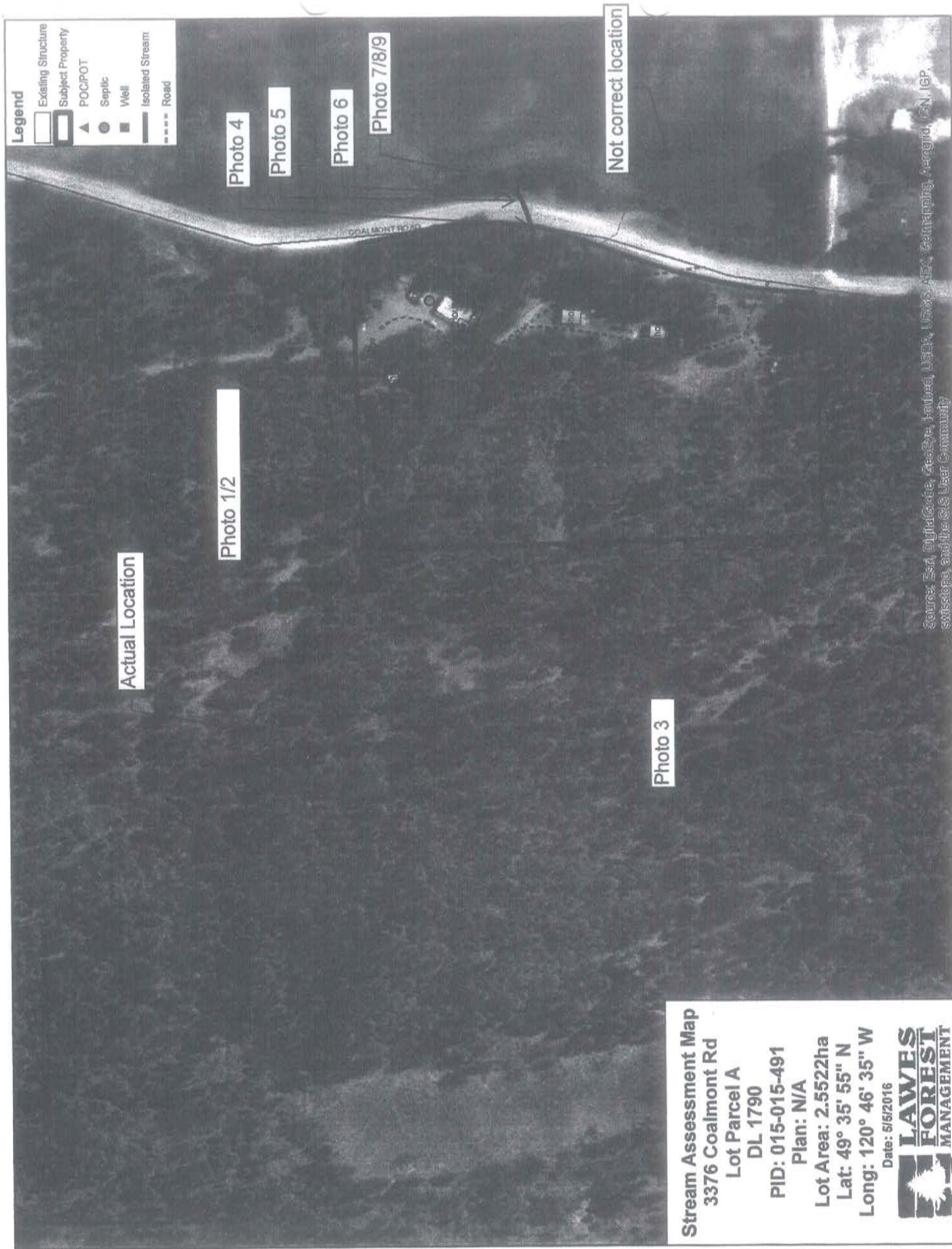




Photo 1 - 41% gradient, looking upstream



Photo 2 - 45% gradient, looking downstream



Photo 3 – 600mm culvert outlet under driveway



Photo 4 – Stream on west side of Coalmont Rd



Photo 5 – 700mm culvert outlet on East side of Coalmont Rd



Photo 6 – Water pooling up



Photo 7 – Stream no longer present



Photo 8 – Stream no longer present



Photo 9 –Field with no alluvial fan, no channel, no surface connectivity to any other feature.

March 27, 2017

RGC-1874

Brian Forbes
3376 Coalmont Road
Tulameen, BC
V0X 2L0

**Subject: Flood Protection Report for Replacement Dwelling - ADDENDUM
3376 Coalmont Road, Tulameen, BC**

1.0 Introduction and Background

This is an addendum to Rock Glen Consulting (RGC) report *Flood Protection Report for Replacement Dwelling* dated March 13, 2017. This addendum will form part of the supporting documentation for the Floodplain Exemption Application submitted on March 13, 2017. The March 13, 2017 report is valid for variances requested to Floodplain Regulation 8.1.2 (c) and 8.2.2.

Mr. Brian Forbes is the owner and resides at 3376 Coalmont Road, Tulameen. A previous house on the property was destroyed by fire in February of 2016. Mr. Forbes is planning to re-build on the same location as the previous house.

On behalf of Mr. Brian Forbes, RGC had submitted a Floodplain Exemption Application requesting to reduce variances from Regional District of Okanagan Similkameen (RDOS) Area 'H' Zoning Bylaw Floodplain Regulations to reduce flood construction levels from 1.5 m to 0.4 m above the natural boundary, and to reduce the floodplain setback from 15 m to 10 m from the natural boundary of Alvin Brook.

In conversations with Timothy Donegan, RDOS Planning Technician, it was brought to our attention that the zoning bylaw previously referenced in our Flood Protection Report dated March 13, 2017, was outdated. Instead of *RDOS Area 'H' Princeton Rural Area Zoning Bylaw 2464, 2008*, the updated and relevant bylaw is *Electoral Area 'H' Zoning Bylaw 2498, 2012*.

This addendum also presents a request to vary Floodplain Regulation 8.3.3 (a) (i) to reduce the top of floor slab from 1.0 m to 0.0 m above the natural ground elevation around the house.

2.0 Flood Protection Assessment Rationale

- Alvin Brook has a small contributing watershed (~2ha) and consequently a relatively low volume maximum flood flow (PMF) of only 0.05 m³/sec.
- The driveway culvert upstream of the replacement house site has a calculated capacity of greater than 2 m³/sec so that under normal operating conditions the calculated maximum flood flow will be safely passed.
- In the event the driveway culvert is blocked by ice or debris, creek flows could overtop the driveway. The driveway grade slopes south, away from the new house site and therefore most

of any such overtopping flood would not flow past the replacement house site but down the driveway.

- Replacement house foundations will be protected by riprap extending along the north bank of Alvin Brook to above the house foundation elevation.

Based on the findings of our site investigation and hydrologic analysis as summarized above, RGC concludes that a reduction in the flood construction elevation from 1.5 m to 0.4 m above the natural boundary of Alvin Brook and a reduction in the setback of the replacement house from 15 m to 10 m from the natural boundary of Alvin Brook is acceptable.

Furthermore, the flood protection riprap and significant excess capacity of the driveway culvert provide adequate protection for house foundations and to prevent flooding of the lower level of the replacement house. Accordingly, an additional 1.0 m of elevation for the lower floor slab is not deemed necessary and Floodplain Regulation 8.3.3 (a) (i) can be reduced from 1.0 m to 0.0 m above the natural ground elevation around the house.

3.0 Closure and Limitations

This work was completed for Mr. Brian Forbes with respect to the planned construction of a replacement house on 3396 Coalmont Road, Tulameen.

Flood protection measures have been designed to withstand the impacts of flooding up to levels exceeding what might be anticipated in a 200-year flood event and maintain the serviceability of building structures.

The work was completed following generally accepted engineering practice. No other warranty, expressed or implied, is made.

Please contact us with any questions regarding this work.

Yours truly,



Paul Glen, P.Eng.
Rock Glen Consulting Ltd

- Attachments:
- 1) Figure 1 – Location Plan
 - 2) Figure 2 – Site Plan
 - 3) Figure 3 – Cross Section



Figure 1: Location Map
3376 Coalmont Road, Tulameen

UNSURVEYED
CROWN LAND

DL 274

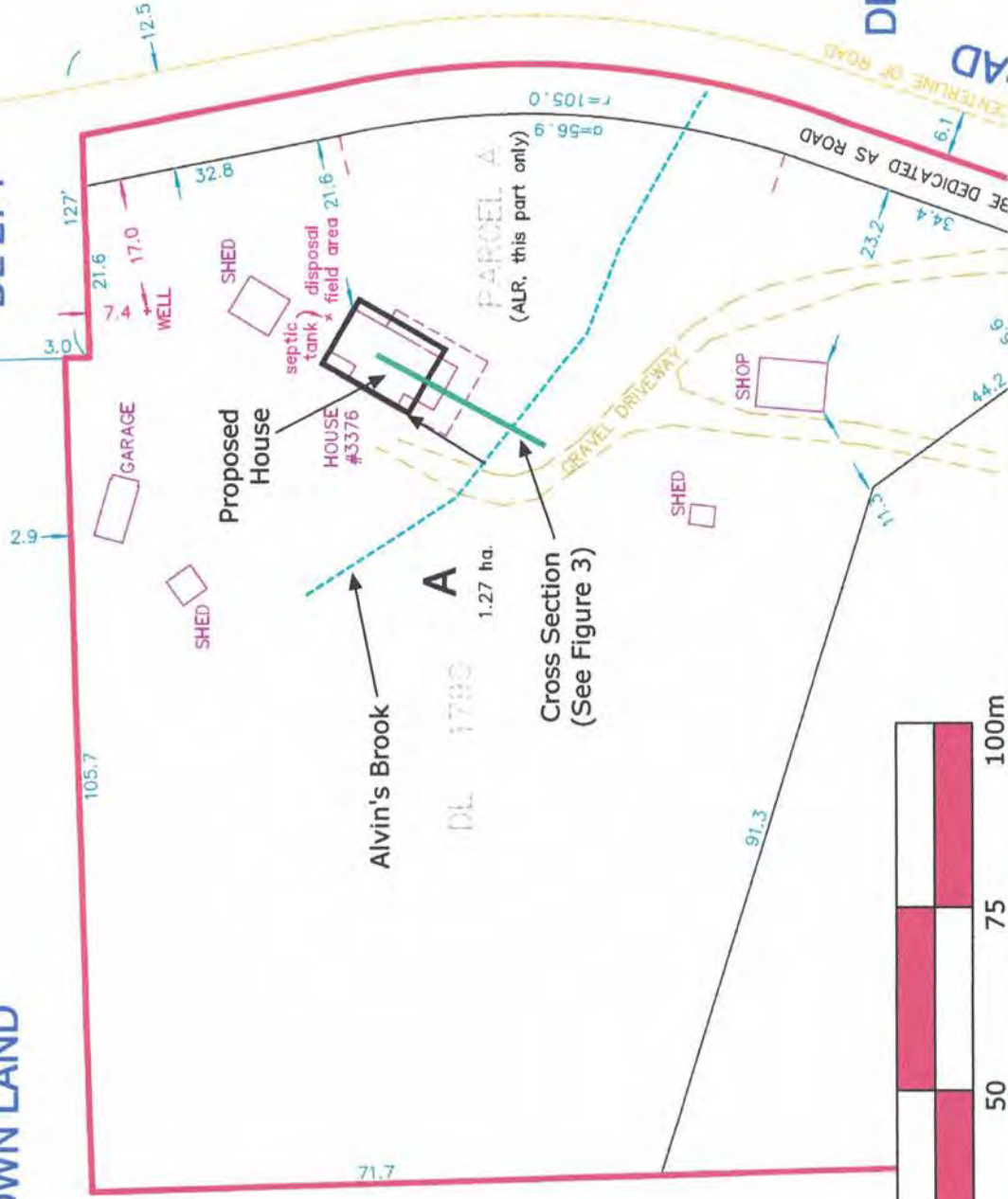


Figure 2: Site Plan
3376 Coalmont Road, Tulameen

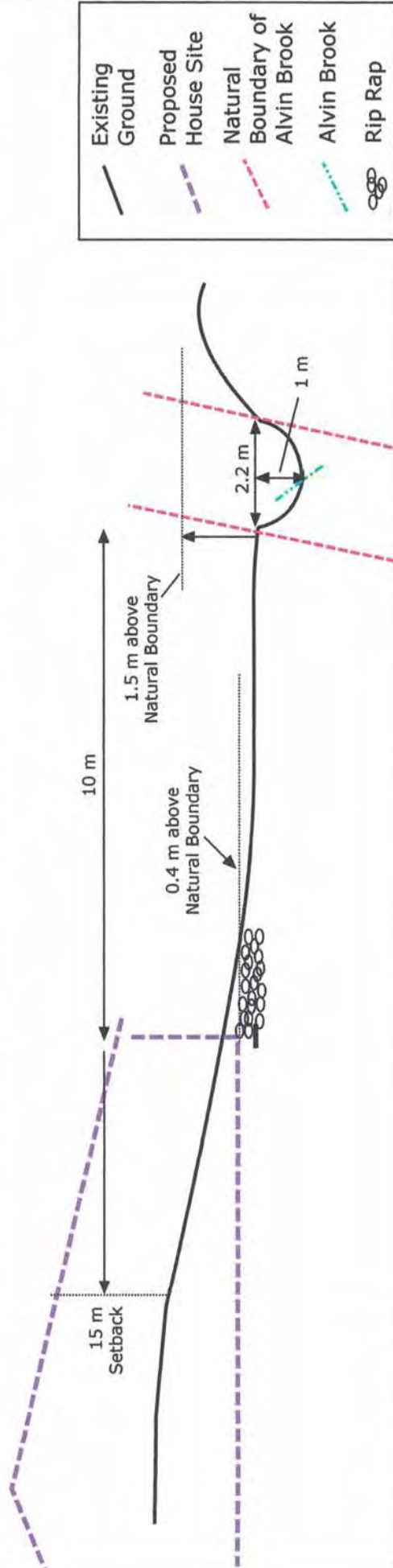


Figure 3: Cross Section
3376 Coalmont Road, Tulameen

RGCC 1874

March 27, 2017

RGCC
Rock Glen Consulting

PROFESSIONAL
OF
P. K. GLEN
22954
BRITISH COLUMBIA
ENGINEER

March 27, 2017

Paul Glen

Page 1 of 4

At its meeting of February 14, 2017, the Electoral Area "D" Advisory Planning Commission (APC) failed to achieve quorum and was unable to pass a resolution on this application.

A Public Information Meeting was held ahead of the APC meeting on February 14, 2017, and was attended by approximately 15 members of the public.

At its meeting of March 16, 2017, the Regional District Board resolved to approve first and second reading of the amendment bylaws and directed the scheduling of a public hearing.

A Public Hearing is scheduled to occur ahead of the Regular Board Meeting on April 6, 2017.

All comments received through the public process are compiled and included as a separate item on the Board Agenda.

Approval from the Ministry of Transportation and Infrastructure (MoTI) is not required as the proposed amendment affects land beyond 800 metres of a controlled area.

Analysis:

In considering this proposal, Administration notes that the designation of those properties on Green Mountain Road surrounding its intersection with Apex Mountain Road was the subject of considerable debate during the recent review of the OCP.

Administration also recognises that the Board supported a new policy direction of allowing for the subdivision of these properties into smaller (i.e. 8.0 ha) parcel sizes by rezoning a number of properties to LH and introducing an LH designation on other properties in this area – including the subject property.

Administration further notes that the applicant's request to introduce an LH Zone on their property is consistent with this new direction.

Alternative:

THAT first and second readings of Bylaw No. 2457.17, 2017, Electoral Area "D" Zoning Amendment Bylaw be rescinded and the bylaw abandoned.

Respectfully submitted:



C. Garrish, Planning Supervisor

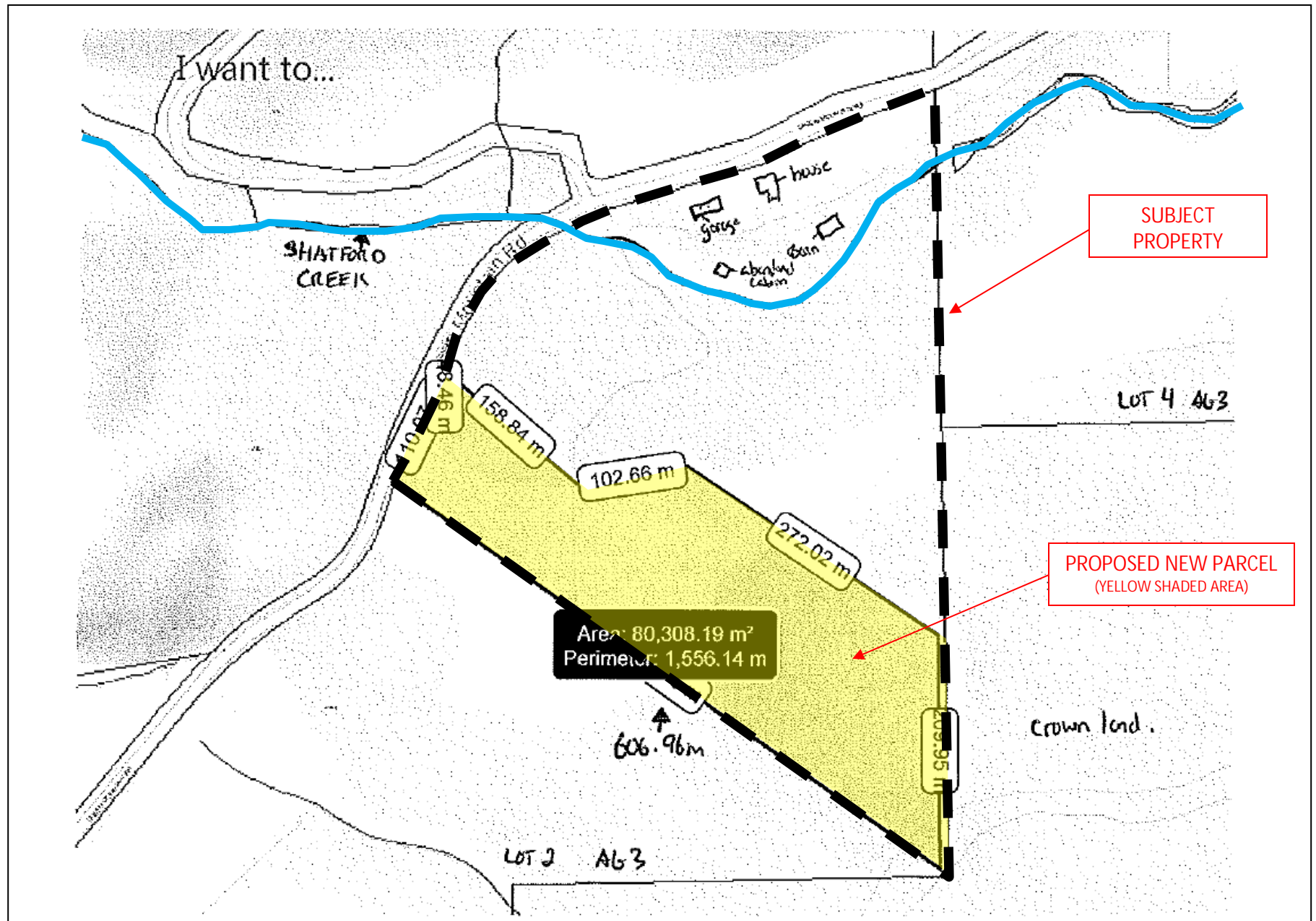
Endorsed by:



D. Butler, Development Services Manager

Attachments: No. 1 – Applicant's Site Plan
No. 2 – Site Photo (Google Streetview)

Attachment No. 1 – Applicant's Site Plan



Attachment No. 2 – Site Photo (Google Streetview)



View of proposed parcel from Green Mountain Road (looking south-east)

Google Earth

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2457.17, 2017

A Bylaw to amend the Electoral Area "D" Zoning Bylaw No. 2457, 2008

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Electoral Area "D" Zoning Amendment Bylaw No. 2457.17, 2017."
2. The Zoning Map, being Schedule '2' of the Electoral Area "D" Zoning Bylaw No. 2457, 2008, is amended by changing the land use designation on the land described as Lot 3, Plan KAP70897, District Lot 1801, SDYD, and shown shaded yellow on Schedule 'Y', which forms part of this Bylaw, from Agriculture Three (AG3) to Large Holdings Two (LH2).

READ A FIRST AND SECOND TIME this 16th day of March, 2017.

PUBLIC HEARING held on this 6th day of April, 2017.

READ A THIRD TIME this ____ day of _____, 2017.

ADOPTED this ____ day of _____, 2017.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

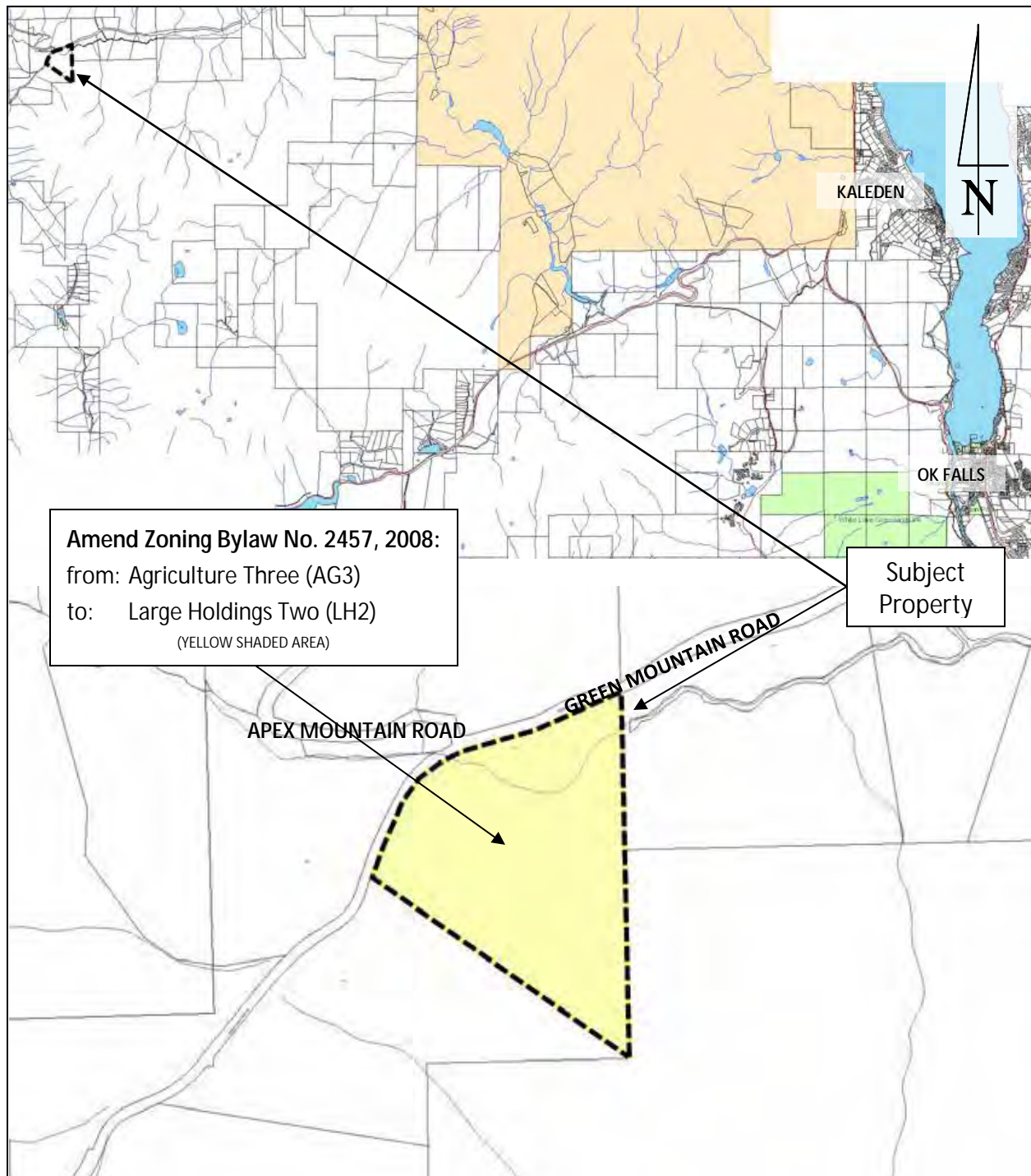
Tel: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2457.17, 2017

Project No: D2017.003-ZONE

Schedule 'Y'



Amend Zoning Bylaw No. 2457, 2008:

from: Agriculture Three (AG3)

to: Large Holdings Two (LH2)

(YELLOW SHADED AREA)

Subject
Property

APEX MOUNTAIN ROAD

GREEN MOUNTAIN ROAD

Amendment Bylaw No. 2457.17, 2017

(D2017.003-ZONE)

Page 2 of 2

From: Danielson, Steven <Steven.Danielson@fortisbc.com>
Sent: February 8, 2017 11:06 AM
To: Planning
Subject: Green Mountain Rd, 2011 RDOS (D2017.003-ZONE)

With respect to the above noted file,

There are FortisBC Inc (Electric) ("FBC(E)") primary distribution facilities along Green Mountain Road. However, due to the size of the subject lot, it is likely that extension work will be required to bring service to potential building sites, the cost of which may be significant. The applicant is responsible for costs associated with changes to the existing or proposed lots' existing service, if any, as well as the provision of appropriate land rights where required.

Otherwise, FBC(E) has no concerns with this circulation.

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

If you have any questions or comments, please contact me at your convenience.

Best Regards,

Steven Danielson,
Contract Land Agent for:

Nicholas Mirsky, B.Comm., AACI, P.App.
Supervisor | Property Services | FortisBC Inc.

2850 Benvoulin Rd
Kelowna, BC V1W 2E3
Office: 250.469.8033
Mobile: 250.718.9398
Fax: 1.866.636.6171
nicholas.mirsky@fortisbc.com

FORTIS BC

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*"FortisBC" refers to the FortisBC group of companies which includes FortisBC Holdings, Inc., FortisBC Energy Inc., FortisBC Inc., FortisBC Alternative Energy Services Inc. and Fortis Generation Inc.

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RESPONSE SUMMARY

AMENDMENT BYLAW NO. 2457.17

☐ Approval Recommended for Reasons
Outlined Below

☒ Interests Unaffected by Bylaw

☐ Approval Recommended Subject to
Conditions Below

☐ Approval Not Recommended Due
to Reasons Outlined Below

This office has no concern or objection to the proposed rezoning as our interests are essentially unaffected.

Please contact me with any questions.

Thank you.

John Beaupre

250-770-5547

Signature: John C. Beaupre

Signed By: John C. Beaupre

Agency: Interior Health Authority

Title: Environmental Health Officer

Date: January 30, 2017



Lauri Feindell

From: Cooper, Diana FLNR:EX <Diana.Cooper@gov.bc.ca>
Sent: March 15, 2017 9:59 AM
To: Planning
Cc: Lauri Feindell
Subject: RE: Bylaw Referral D2017.003-ZONE (Kildaw)

Hi RDOS Planning Folks,

Sorry this is so late – referrals and data requests are coming in fast and furiously.

Thank you for your referral D2017.003-ZONE, regarding a zoning amendment for 2011 Green Mountain Road, Apex, PID 025384228, L 3 DL 1801 SIMILKAMEEN DIVISION YALE DISTRICT PL KAP70897. According to Provincial records there are no known archaeological sites recorded on the subject property. However, archaeological potential modeling for the area indicates there is the possibility for unknown/unrecorded archaeological sites to exist on the property.

Archaeological sites (both recorded and unrecorded, disturbed and intact) are protected under the *Heritage Conservation Act* and must not be altered or damaged without a permit from the Archaeology Branch.

Prior to any land alterations (e.g., addition to home, property redevelopment, extensive landscaping, service installation), an Eligible Consulting Archaeologist should be contacted to review the proposed activities and, where warranted, conduct a walk over and/or detailed study of the property to determine whether the work may impact protected archaeological materials. An Eligible Consulting Archaeologist is one who is able to hold a Provincial heritage permit that allows them to conduct archaeological studies. Ask an archaeologist if he or she can hold a permit, and contact the Archaeology Branch (250-953-3334) to verify an archaeologist's eligibility. Consulting archaeologists can be contacted through the BC Association of Professional Archaeologists (www.bcapa.ca) or through local directories.

If the archaeologist determines that development activities will not impact any archaeological deposits, then a permit is not required. Occupying an existing dwelling or building without any land alterations does not require archaeological study or permitting.

In the absence of a confirmed archaeological site, the Archaeology Branch cannot require the proponent to conduct an archaeological study or obtain a permit prior to development. In this instance it is a risk management decision for the proponent.

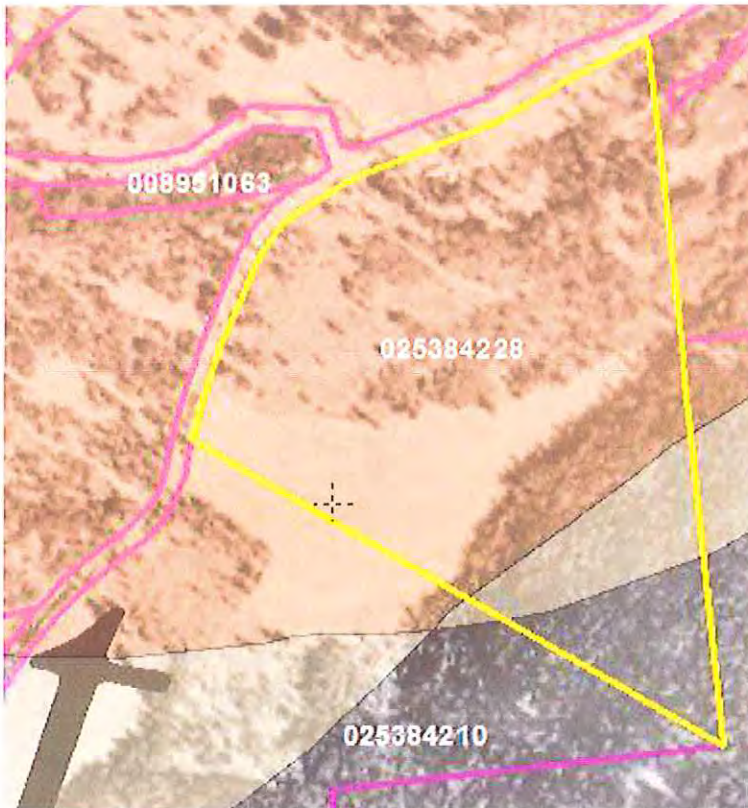
If any land-altering development is planned and proponents choose not to contact an archaeologist prior to development, owners and operators should be notified that if an archaeological site is encountered during development, activities **must** be halted and the Archaeology Branch contacted at 250-953-3334 for direction. If an archaeological site is encountered during development and the appropriate permits are not in place, proponents will be in contravention of the *Heritage Conservation Act* and likely experience development delays while the appropriate permits are obtained.

Please review the screenshot of the property below (outlined in yellow) in relation to the archaeological potential (brown/orange areas indicate high potential and the beige area indicates moderate potential). If this does not represent the property listed in the data request please contact me.

Kind regards,

Diana





Diana Cooper | Archaeologist/Archaeological Site Inventory Information and Data Administrator

Archaeology Branch | Ministry of Forests, Lands and Natural Resource Operations
Unit 3 – 1250 Quadra Street, Victoria, BC V8W2K7 | PO Box 9816 Stn Prov Govt, Victoria BC V8W9W3
Phone: 250-953-3343 | Fax: 250-953-3340 | Website: <http://www.for.gov.bc.ca/archaeology/>

From: Lauri Feindell [mailto:lfeindell@rdos.bc.ca]

Sent: Wednesday, January 18, 2017 10:18 AM

To: HBE@interiorhealth.ca; Cooper, Diana FLNR:EX; Skinner, Anne E AGRI:EX; fbclands@fortisbc.com; Referral Apps REG8 FLNR:EX

Cc: Christopher Garrish

Subject: Bylaw Referral D2017.003-ZONE (Kildaw)

Good Morning:

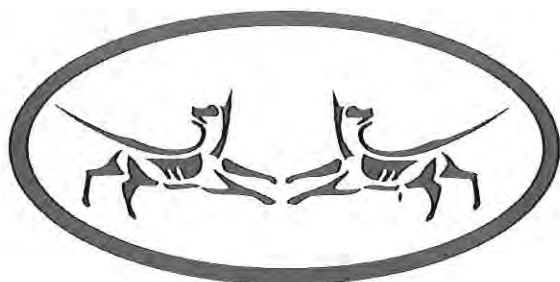
Re: Zoning Bylaw Amendment application

Project No. D2017.003-ZONE (Kildaw)

Bylaw No. 2457.17

Please review the attached Bylaw Referral for the above noted zoning amendment. Please note the link to the proposed amendment Bylaw, along with application material is in the Bylaw Referral, and I have included the link in this email below as well:

<http://www.rdos.bc.ca/departments/development-services/planning/current-applications-decisions/electoral-area-d/d2017003-zone/>



Penticton Indian Band

Natural Resource Department

R.R. #2, Site 80, Comp.19

Penticton, B.C. CAN

V2A 6J7

Telephone: 250-492-0411 Fax: 250-493-2882

February-02-17

WITHOUT PREJUDICE AND NOT TO
BE CONSTRUED AS CONSULTATION

Regional District of Okanagan Similkameen
101 Martin Street
Penticton, BC V2A 5J9

Referral ID: 2017-01-17 ZON 2188

RTS #: 2188

Date: January-17-17

Reference #: BL2457.17 2017 D2017.003-Zone

Summary: This proposal is to amend the zoning of the subject property under the Electoral Area "D" Zoning Bylaw No 2457, 2008, from part Agriculture Three (AG3) to Large Holdings Two (LH2).

ATTENTION: Christopher Garrish

We are in receipt of the above referral. The proposed activity is located within Okanagan Nation Territory and the PIB Area of Responsibility. All lands and resources within the vicinity of this referral are subject to our unextinguished Aboriginal Title and Rights.

The Supreme Court of Canada in the *Tsilhqot'in* case has confirmed that the province and Canada have been applying an incorrect and impoverished view of Aboriginal Title, and that Aboriginal Title includes the exclusive right of Indigenous People to manage the land and resources as well as the right to benefit economically from the land and resources. The Court therefore concluded that when the Crown allocates resources on Aboriginal title lands without the Indigenous peoples' consent, it commits a serious infringement of constitutionally protected rights that will be difficult to justify.

Penticton Indian Band has specific referral processing requirements for both government and proponents which are integral to the exercise of our Rights to manage our lands and resources and to ensuring that the Crown can meet its duty to consult and accommodate our Rights, including our Aboriginal Title and management Rights. There is a cost associated with PIB referral processing and engagement. In accordance with PIB policy, proponents are required to pay a processing fee for each referral. This fee is as follows:

Invoice Number: 678

	SubTotal	Tax	Total
Admin (12%)	\$ 52.50	\$ 0.00	\$ 52.50
G.I.S. Tracking and Review (GIS Project Technician)	\$ 110.00	\$ 0.00	\$ 110.00
R.T.S. Data Entry (Technical Services)	\$ 80.00	\$ 0.00	\$ 80.00
Referral	\$ 67.50	\$ 0.00	\$ 67.50

¹The area over which PIB asserts Aboriginal Rights and Title under Section 35 of the Constitution Act, 1982





Assessment (Band Administrator)			
Referral Coordination ¹ (Referrals Coordinator)	\$ 190.00	\$ 0.00	\$ 190.00
Total	\$ 500.00	\$ 0.00	\$ 500.00

INVOICE AMOUNT FOR PRELIMINARY OFFICE REVIEW \$500.00

Please make cheque payable to Penticton Indian Band. re: P.C.132 RTS #2188

This fee must be paid within 30 days. Proper consultation and consideration of potential impacts cannot occur without the appropriate resources therefore it is only with payment that proper consultation can begin and the proposed activity/development can be fully reviewed.

Upon receipt of the processing fee, we will commence our review. You may then expect to receive a letter from us notifying you of the results of our review of potential impacts of the project within 30 to 90 days.

If the proposed activity requires a more in-depth review, Penticton Indian Band will notify the proponent and all parties will negotiate a memorandum of agreement regarding a process for review of the proposed activity.

Please note that our participation in the referral and consultation process does not define or amend PIB's Aboriginal Rights and Title, or limit any priorities afforded to Aboriginal Rights and Title, nor does it limit the positions that we may take in future negotiations or court actions.

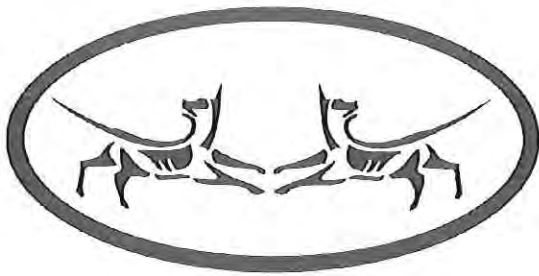
If you require further information or clarification, please do not hesitate to contact me.

limlæmt,

Lavonda Nelson
Referrals Administrator
P: 250-492-0411
Referrals@pib.ca

CC:

¹The area over which PIB asserts Aboriginal Rights and Title under Section 35 of the Constitution Act, 1982



Penticton Indian Band

Natural resource Department

R.R. #2, Site 80, Comp.19

Penticton, B.C. CAN

V2A 6J7

Telephone: 250-492-0411 Fax: 250-493-2882

**WITHOUT PREJUDICE AND NOT TO
BE CONSTRUED AS CONSULTATION**

February-02-17

Regional District of Okanagan Similkameen
101 Martin Street
Penticton, BC V2A 5J9

RTS #: 2188

Date: January-17-17

Referral ID: 2017-01-17 ZON 2188

Reference #: BL2457.17 2017 D2017.003-Zone

Summary: This proposal is to amend the zoning of the subject property under the Electoral Area "D" Zoning Bylaw No 2457, 2008, from part Agriculture Three (AG3) to Large Holdings Two (LH2).

Attention: Christopher Garrish

RE: Request for a 60 (sixty) day extension

Thank you for the above application that was received on February-02-17. This letter is to inform you that due to current levels of internal capacity, we are unable to review your referral in your proposed timeline. With additional time, Penticton Indian Band will be able to ensure that an informed review process will occur. We are setting the new timeline to be 60 days from the existing timeline.

Most recently, the Supreme Court of Canada in the Tsilquot'in case confirmed that the province has been applying an incorrect and restrictive test to the determination of Aboriginal Title, and that Aboriginal Title includes the exclusive right of a First Nation to decide how that land is used and the right to benefit economically from those uses.

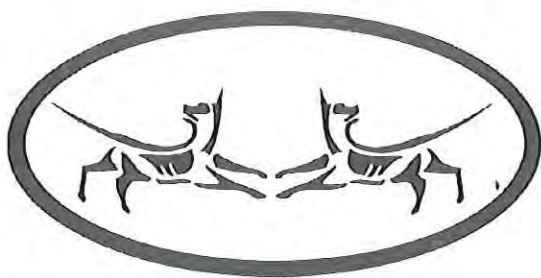
Please note that not receiving a response regarding a referral from Penticton Indian Band in the pre-application, current or post-application stage does not imply our support for the project.

I appreciate your co-operation.

Limlɛmt,

Lavonda Nelson
Referrals Administrator
P:250-492-0411
Referrals@pib.ca





CC:

Penticton Indian Band

Natural resource Department

R.R. #2, Site 80, Comp.19

Penticton, B.C. CAN

V2A 6J7

Telephone: 250-492-0411 Fax: 250-493-2882



Regional District of Okanagan Similkameen
101 Martin Street, Penticton, BC, V2A-5J9
Tel: 250-492-0237 / Email: planning@rdos.bc.ca

Protecting your personal information is an obligation the Regional District of Okanagan-Similkameen takes seriously. Our practices have been designed to ensure compliance with the privacy provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FIPPA"). Any personal or proprietary information you provide to us is collected, used and disclosed in accordance with FIPPA. Should you have any questions about the collection, use or disclosure of this information please contact: Manager of Legislative Services, RDOS, 101 Martin Street, Penticton, BC V2A 5J9, 250-492-0237.

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: OCP and Zoning Bylaw Amendment – Electoral Area “D”

Administrative Recommendations:

RECOMMENDATION 1:

THAT Bylaw No. 2603.10, 2017, Electoral Area “D-2” Official Community Plan Amendment Bylaw and Bylaw No. 2455.27, 2017, Electoral Area “D-2” Zoning Amendment Bylaw be read a first and second time and proceed to a public hearing;

AND THAT the Board considers the process, as outlined in the report from the Chief Administrative Officer dated April 6, 2017, to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*;

AND THAT, in accordance with Section 477 of the *Local Government Act*, the Board has considered Amendment Bylaw No. 2603.10, 2017, in conjunction with its Financial and applicable Waste Management Plans;

RECOMMENDATION 2:

THAT the holding of the public hearing be delegated to Director Siddon or delegate;

AND THAT staff schedule the date, time, and place of the public hearing in consultation with Director Siddon;

AND THAT staff give notice of the public hearing in accordance with the requirements of the *Local Government Act*.

Purpose: To allow for the subdivision of a two new lots.

Owner: M. Ingraham & S Nelson Agent: Graham Birds Folio: D-06799.610

Civic: 170 Sunnybrook Drive, OK Falls Legal: Lot 23, DL 2710, SDYD, Plan 27228

OCP: Small Holdings (SH) Proposed: Low Density Residential (LR)

Zoning: Small Holdings Five Site Specific (SH5s) Proposed: Residential Single Family One (RS1)

Proposal:

The proposal is seeking to rezone an approximately 1,517 m² portion of the subject property in order to facilitate a three lot subdivision that will result in two parcels approximately 721 -790 m² in area and a remainder parcel of approximately 4,000 m².

Specifically, it is being proposed to amend the OCP designation on part of the property from Small Holdings (SH) to Low Density Residential (LR) and to amend the zoning to Residential Single Family One (RS1) as this would allow for a minimum parcel size of 667 m², subject to servicing. Currently the SH5s zone specifies a minimum parcel size of 2,020 m².

In support of the proposal the applicant states that “this project promotes sustainable development as it will be utilizing existing water and sanitary infrastructure.”

Site Context:

The subject property is approximately 5,684 m² in area, although the area proposing to be rezoned is approximately 1,517 m² in area that being land adjacent to Vintage Boulevard. It is located approximately 1.2 km north of OK Falls and is immediately next to the Vintage Views subdivision.

The subject property has an existing dwelling and associated accessory structures contained within it; however, the area proposed to be rezoned is currently vacant. The land slopes steeply down from Vintage Blvd toward the remaining property area.

The surrounding pattern of development is characterized as residential with smaller parcels within Vintage Views and larger properties within Lakeshore Highlands and Heritage Hills.

Background:

The subject property was created by subdivision in 1976 and was within Land Use Contract LUC-3-D, Bylaw No 158, that was adopted in 1972. LUC-3-D was discharged from the property in January 2017 and the SH5s zoning came into effect.

Under the Electoral Area “D-2” OCP Bylaw No. 2603, 2013, the subject property is designated as Small Holdings (SH). The property is also subject to a Watercourse Development Permit (WDP) and an Environmentally Sensitive Development Permit (ESDP) and is within the Hillside / Steep Slope Development Permit area (HDP). Under these designations, permits are required as part of the subdivision of the land.

Under the Electoral Area “D-2” Zoning Bylaw No. 2455, 2208, the subject property is currently zoned Small Holdings Five Site Specific (SH5s), which specifies a minimum parcel size of 2,020 m².

The subject property is also within the Rural Growth Area as designated within the Regional Growth Strategy.

The applicant has provided an email from Lakeshore Waterworks and Vintage Views Waste Water, dated March 8, 2017, confirming that water and sanitary serving will be provided once finances are finalized. Written confirmation will be required indicating that the existing systems have the capacity and ability to provide services and the service area has been extended to include the proposed three lots.

Referrals:

At its meeting of March 21, 2017, the Electoral Area “D” Advisory Planning Commission (APC) resolved to recommend to the Regional District Board that this application be approved with the following condition: “a recommendation for amendment which asks the developer to put a covenant on proposed lot 2 to limit future development to a one floor rancher at road grade level”.

A Public Information Meeting was held ahead of the APC meeting on March 21, 2017, and was attended by approximately 6 members of the public. The owner met on site the day after the APC with a nearby land owner who had expressed concern at the Public Information Meeting regarding view impacts. It appears an understanding was reached that the views would not be negatively impacted. Photos showing the visual impact of the proposed development is attached as a separate item on the Board agenda.

Referral comments on this proposal have been received from the Interior Health Authority (IHA), Fortis BC (Electric) and Ministry of Forest, Lands and Natural Resource Operations (MFLNRO) and these are included as a separate item on the Board Agenda.

Approval from the Ministry of Transportation and Infrastructure (MoTI) is not required as the proposed amendment affects land beyond 800 metres of a controlled area.

Analysis:

In considering this proposal, Administration notes that the SH designation as a replacement for the LUC-3-D was subject to considerable debate during the process of discharging the LUC. The original Administrative recommendation was that the lands contained within LUC-3-D were to be designated as Low Density Residential (LR); however, after consultation and further discussion, the Board approved the designation of SH and a zone of SH5s over the rural-residential parcels comprised in the "Heritage Hills" and "Lakeshore Highlands" neighbourhoods.

Administration further recognizes that there has been a recent history of developing the last phase of the Vintage Views residential subdivision that included a new parcel immediately adjacent to the subject property with an area of 986 m².

The existing streetscape generally includes houses located near and accessed through Vintage Boulevard with development being constrained by a WDP Area flowing along the northern boundary near Sunnybrook and Highland Drives.

Administration does have concerns regarding the ability to develop the two new parcels in terms of steepness of slope and location of existing structures below. There may also be a need for variances to reduce parcel line setbacks.

A Hillside Steep / slope Permit (HDP) is required prior to subdivision and is intended to protect the natural environment and protect development from hazardous conditions. While the HDP assists with supporting a development plan that may be more harmonious with the natural terrain, Administration has concerns about creating parcels where the natural terrain appears to be difficult to develop.

Although incremental small lot subdivision is not normally supported in rural areas, the proposed rezoning and consequential subdivision is within a designated growth area, can be serviced with water and sewer and is not out of context with the surrounding neighbourhood and general streetscape of Vintage Blvd. For the above reasons, Administration supports the proposed subject application.


Alternatives:

THAT Bylaw No. 2603.10, 2017, and Bylaw No 2455.27, 2017 Electoral Area "D-2" OCP and Zoning Amendment Bylaws be denied.

Respectfully submitted:

ERiechert
E.Riechert, Planner

Endorsed by:


C. Garrish, Planning Supervisor

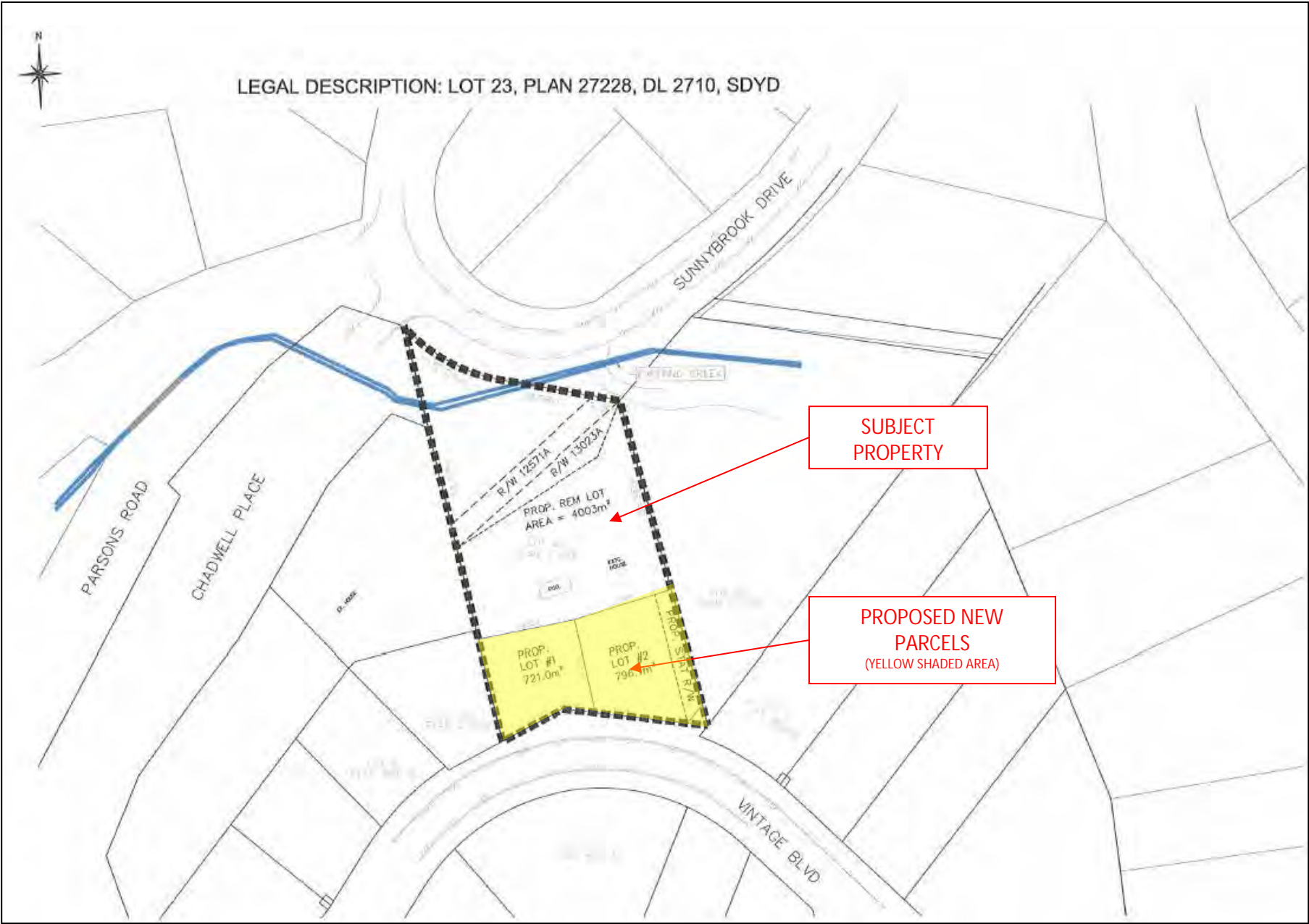
Endorsed by:

Donna Butler
D. Butler, Development Services Manager

Attachments: No. 1 – Applicant's Site Plan

No. 2 – Site Photo (Google Streetview)

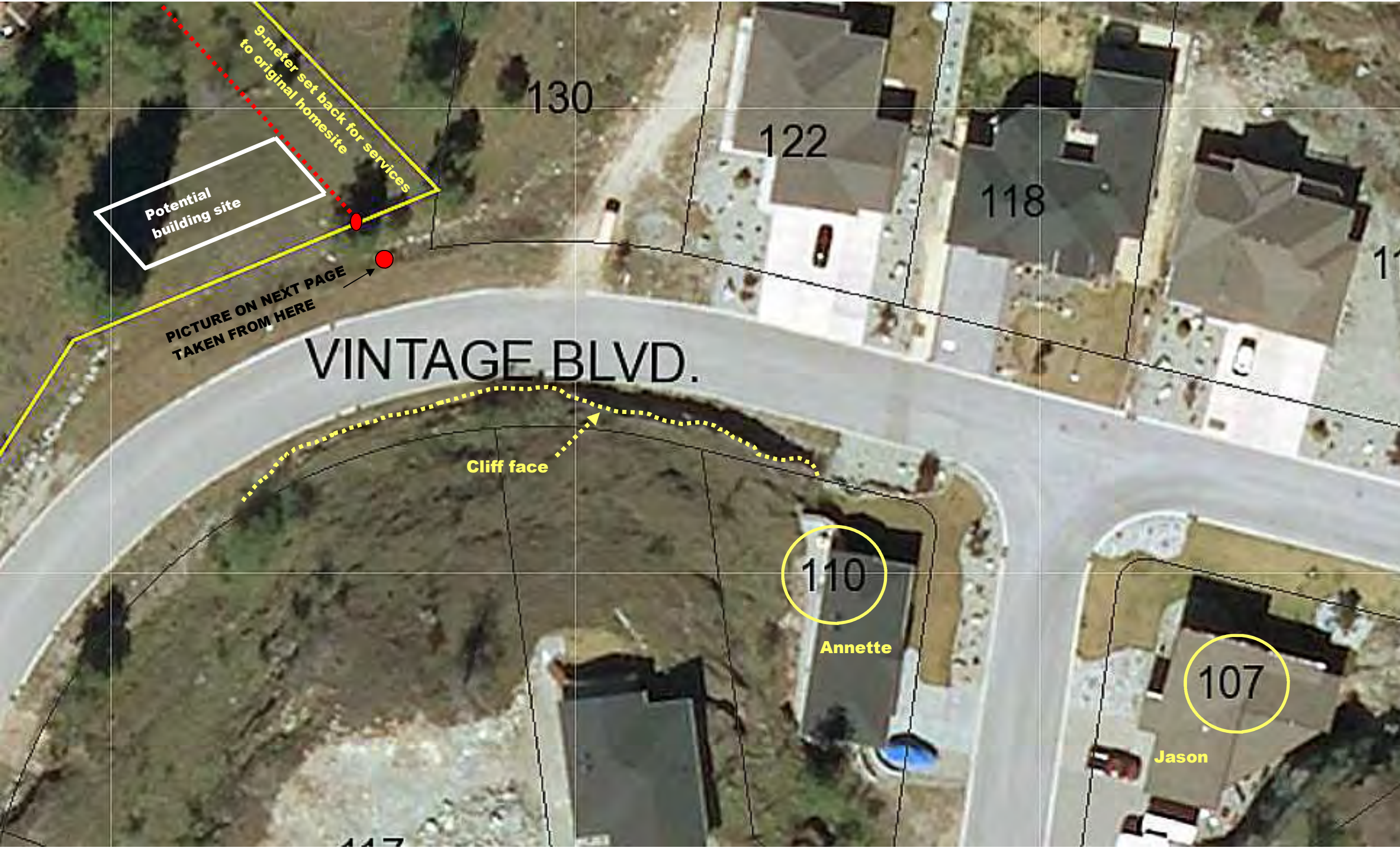
Attachment No. 1 – Applicant's Site Plan



Attachment No. 2 – Site Photo (Google Streetview)



View of proposed parcel from Vintage Blvd (looking north-west)



130

122

118

11

VINTAGE BLVD.

Cliff face

110

Annette

107

Jason

Potential
building site

PICTURE ON NEXT PAGE
TAKEN FROM HERE

9-meter set back for services
to original homesite



#110

#107

Picture was taken from the 9m spot, measured from the property pin for 170 Sunnybrook (northeast corner). Ribbon is still on the tree. At worst, the edge of a house would be visible at this spot.



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2455.27, 2017

A Bylaw to amend the Electoral Area "D" Zoning Bylaw No. 2455, 2008

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Electoral Area "D" Zoning Amendment Bylaw No. 2455.27, 2017."
2. The Zoning Map, being Schedule '2' of the Electoral Area "D" Zoning Bylaw No. 2455, 2008, is amended by changing the land use designation on a portion of the land of approximately 1,517.1 m² in area and described as Lot 23, District Lot 2710, SDYD, Plan 27228, and as shown shown shaded yellow on Schedule 'X', which forms part of this Bylaw, from Small Holdings Five Site Specific (SH5s) to Residential Single Family One (RS1).

READ A FIRST AND SECOND TIME this ____ day of _____, 2017.

PUBLIC HEARING held on this ____ day of _____, 2017.

READ A THIRD TIME this ____ day of _____, 2017.

ADOPTED this ____ day of _____, 2017.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

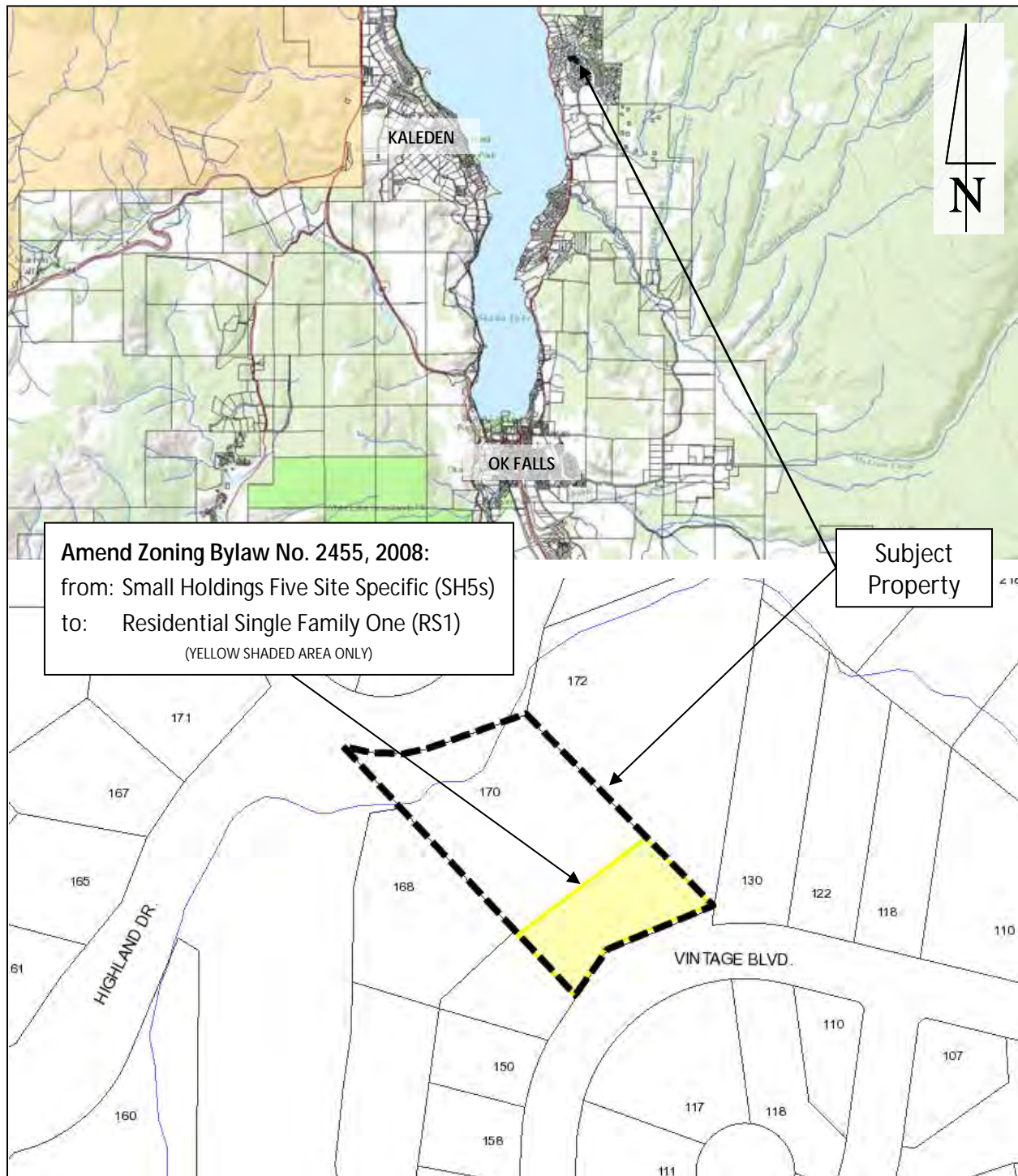
Tel: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2455.27, 2017

Project No: D2017.014-ZONE

Schedule 'Y'



Amendment Bylaw No. 2455.27, 2017
(D2017.014-ZONE)

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2603.10, 2016

**A Bylaw to amend the Electoral Area "D-2"
Official Community Plan Bylaw No. 2603, 2013**

The REGIONAL BOARD of the Regional District of Okanagan-Similkameen in open meeting assembled, ENACTS as follows:

1. This Bylaw may be cited for all purposes as the "Electoral Area "D-2" Official Community Plan Amendment Bylaw No. 2603.10, 2017."
2. The Official Community Plan Bylaw Map, being Schedule 'B' of the Electoral Area "D-2" Official Community Plan Bylaw No. 2603, 2013, is amended by changing land use designation on a portion of the land described as Lot 23, District Lot 2710, SDYD, Plan 27228, and as shown shaded yellow on Schedule 'X', which forms part of this Bylaw, from Small Holdings (SH) to Low Density Residential (LR).

READ A FIRST AND SECOND TIME this ____ day of _____, 2017.

PUBLIC HEARING held on this ____ day of _____, 2017.

READ A THIRD TIME this ____ day of _____, 2017.

ADOPTED this ____ day of _____, 2017.

Board Chair

Corporate Officer

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC, V2A-5J9

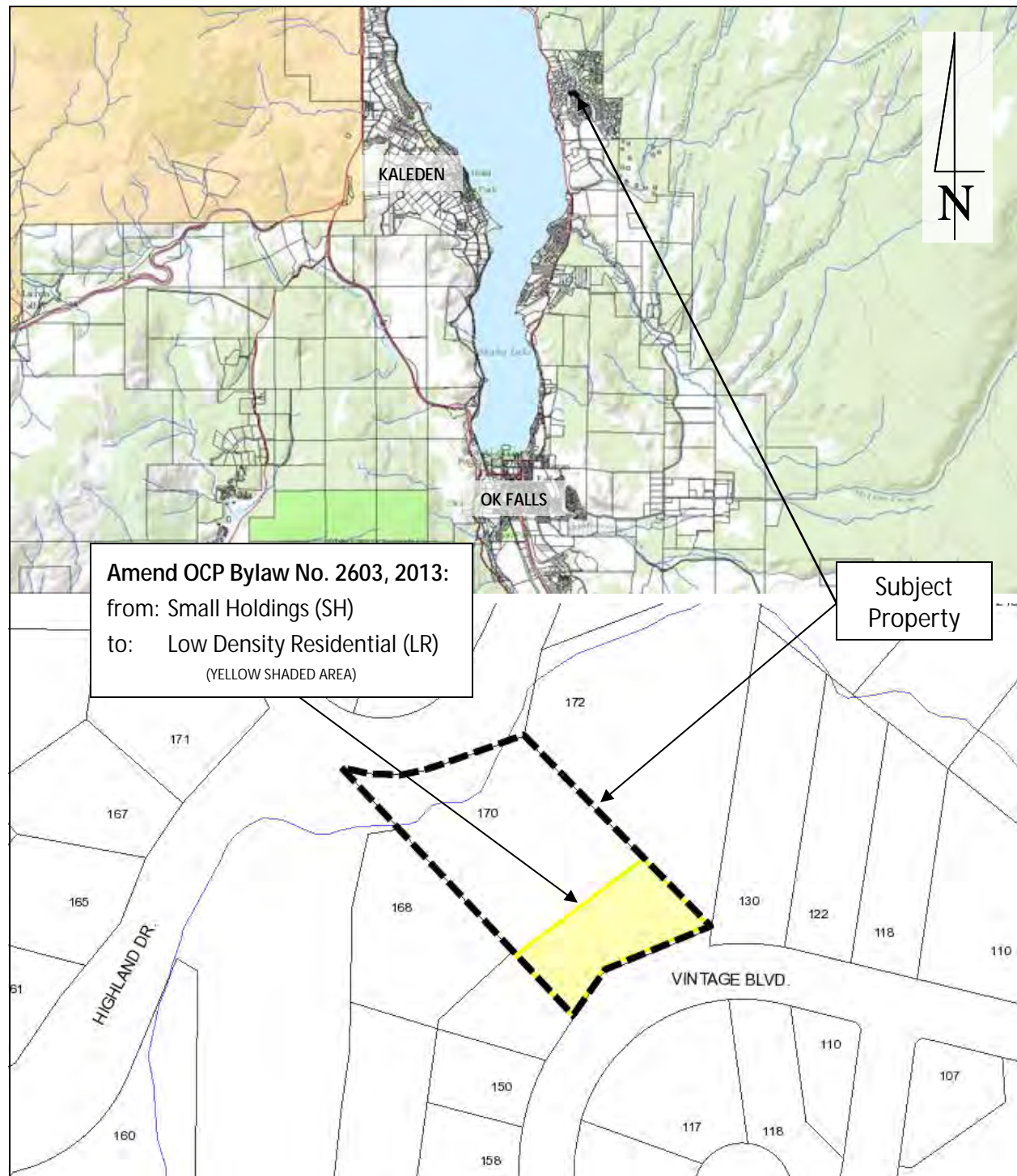
Tel: 250-492-0237 Email: info@rdos.bc.ca



Amendment Bylaw No. 2603.10, 2017

Project No: D2017.014-ZONE

Schedule 'X'



Amendment Bylaw No. 2603.10, 2017
(D2017.014-ZONE)

Page 2 of 2

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6 , 2017

RE: Award of Contract for Campbell Mountain Sanitary Landfill Operation Services

Administrative Recommendation:

THAT the Board of Directors approve the award and execution of a five year contract for operations at the Campbell Mountain Sanitary Landfill to SSG Holdings Ltd. as described in the "Sanitary Landfill Operations Services" Request for Proposals.

Reference Documents:

Regional District of Okanagan-Similkameen Request for Proposals "**Sanitary Landfill Operations Services Campbell Mountain and Oliver " Feb 22, 2017** (Schedule "A")

In accordance with the Purchasing and Sales Policy, the Regional District Board shall approve all purchases over \$50,000.

History:

Campbell Mountain Sanitary Landfill (CMSL) is located approximately 4.5 km northeast of the City of Penticton, B.C. The site has an estimated total land area of 59.5 hectares and a landfill footprint of approximately 10 hectares. Landfilling operations at the site began in 1972. The site currently operates under Operational Certificate (OC) 15274 approved on January 1, 2015. CMSL is approved for the management of recyclable materials and disposal of municipal solid waste, including other wastes authorized by the Ministry, at a maximum amount of 50,000 tonnes buried per year.

The site receives waste from the City of Penticton and the surrounding area including Okanagan Falls, Kaleden, West Bench, Sage Mesa, Husula Highlands, Naramata, Red Wing, portions of Lakeshore Highlands, Village of Keremeos, Penticton Indian Band, Upper and Lower Similkameen Indian Bands, portions of Heritage Hills and all other areas within Electoral Areas B, D, E, F, G,

Alternatives:

The Regional Board may award a Contract to an alternate Contractor.

Analysis:

The RFP was released and advertised on BC Bids, Civicinfo and the RDOS Web Page.

Three proposals were received by the closing time on March 22nd, 2017. The evaluation team consisted of Public Works Staff members.

Company	Technical Evaluation Matrix 65 Points	Cost Evaluation Matrix 35 Points	Total Points
SSG HOLDINGS LTD.	61	35	96
WHISELL CONTRACTING LTD.	59	30	89
WILDSTONE CONSTRUCTION & ENGINEERING LTD.	50	33	83

In 2017, the budgetary allocation for the Campbell Mountain Operations Contractor is \$685,000. The estimated annual costs as proposed is \$628,000 by SSG Holdings Ltd., which is within the expected budget.

The current Contract expires May 31st, 2017. SSG Holdings has safely and successfully performed the operational requirements at CMSL for the past five years. Staff recommend that the Board endorse the selection of SSG Holdings Ltd. for this contract period of five years with an allowable extension up to an additional five years.

Respectfully submitted:

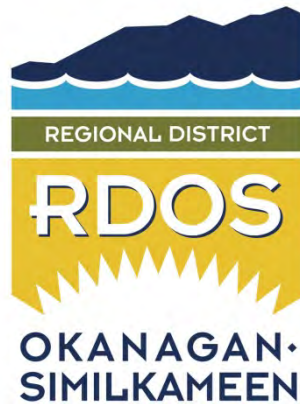
Endorsed by:

Don Hamilton

D. Hamilton, Solid Waste Facilities Supervisor

Liisa Bloomfield

L. Bloomfield, Acting Public Works Manager



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

SANITARY LANDFILL OPERATIONS SERVICES

CAMPBELL MOUNTAIN AND/OR OLIVER

February 22, 2017

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
SANITARY LANDFILL OPERATIONS SERVICES
CAMPBELL MOUNTAIN AND/OR OLIVER**

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**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
SANITARY LANDFILL OPERATIONS SERVICES
CAMPBELL MOUNTAIN AND/OR OLIVER**

DEFINITION

“Addenda” means all additional information regarding this RFP including amendments to the RFP;
“Agreement” or **“Contract”** means the written agreement resulting from the RFP executed by the Regional District and the Successful Proponent;
“must” or **“mandatory”** or **“shall”** means a requirement that must be met in order for a proposal to receive consideration;
“Proponent” means the responder to this RFP with the legal capacity to contract;
“Proposal” means a written response to the RFP that is submitted by a Proponent;
“Regional District” means the Regional District of Okanagan-Similkameen;
“Request for Proposals” or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;
“should” or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement
“Work” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen is requesting submission of Proposals from qualified Landfill Operations Contractors to perform operation services for the Campbell Mountain (Penticton) and Oliver Sanitary Landfills in accordance with the listed specifications and in conformance to the British Columbia Ministry of Environment requirements.

1.2. BACKGROUND

Campbell Mountain Sanitary Landfill Site (CMSL) (Penticton)

The CMSL is located on District Lot 368, Similkameen Division of Yale District (S.D.Y.D.) and is situated approximately 4.5 km northeast of the City of Penticton, B.C. The Site has an estimated total area of 59.5 hectares and a landfill footprint of approximately 10 hectares. Landfilling operations at the Site began in 1972. The Site currently operates under Operational Certificate (OC) 15274 updated January 1, 2015. CMSL is approved for the management of recyclable materials and the disposal of municipal solid waste and other wastes authorized by the Ministry of Environment at a maximum rate of 50,000 tonnes per year.

SANITARY LANDFILL OPERATIONS SERVICES for CMSL AND/OR OSL
REQUEST FOR PROPOSALS
February 22, 2017

The Site receives waste from the City of Penticton and the surrounding area including Okanagan Falls, Kaleden, West Bench, Sage Mesa, Husula, Naramata, Red Wing, portions of Lakeshore Highlands, all of Areas B, D, E, F, G, Village of Keremeos, Penticton Indian Band, Upper and Lower Similkameen Indian Bands, and portions of Heritage Hills.

The total tonnage for which the Contractor was paid between June 2015 and May 2016, was 40,897 M.T. The total Contract amount paid to the Contractor for the year 2016, was \$668,203.

Oliver Sanitary Landfill (OSL)

The OSL is located on SIBCO Landfill Road, Oliver, B.C. on a portion of Lot 954, Plan 14590, District Lot 2450s, SDYD; approximately six kilometres southeast of the Town of Oliver, B.C. and has an estimated total area of 13.8 hectares. The OSL has been operating for 36 years, from 1979 onward. The OSL currently operates under Operational Certificate (OC) No. 15280. The OSL is approved for the management of recyclable materials and the disposal of municipal solid waste and other wastes authorized by the Ministry of Environment at a maximum rate of 12,000 tonnes per year.

The total tonnage for which the Contractor was paid between June 2015 and May 2016, 10,568 M.T. The total Contract amount paid to the Contractor in the year 2016, was \$229,434

1.3. SUPPORT MATERIALS

The following documents are available by request to possibly assist in proposal preparation. Please send an email to Judy Burton at jbarton@rdos.bc.ca to request the documents.

- Ministry of Environment Operational Certificates CMSL 15274 & OSL 15280
- 2015 Annual Report for Campbell Mountain
- 2015 Annual Report for Oliver
- Oliver DOC Plan
- Campbell Mountain DOC Plan
- RDOS Fees and Charges Bylaw
- RDOS Sanitary Landfill Regulatory Bylaw

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

The RFP seeks qualified Proponents for the operation of the Oliver and Campbell Mountain Sanitary Landfill Sites. Proponents must submit a single proposal for each site, a Proponent that desires to submit a Proposal for the operation of both sites should indicate any efficiencies and cost savings separately within their proposals for comparative purposes.

Proposals will be accepted in hardcopy and/or by email. If submitting by hardcopy please enclose three (3) copies.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Liisa M. Bloomfield, P. Eng., PMP
Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

AND/OR

The Proposals, including the name and address of the Proponent and the RFP program title, should be emailed to the following:

Liisa M. Bloomfield at Lbloomfield@rdos.bc.ca

Proposals must be received on or before the **Closing Time** of:

**TIME: 3:00 PM local time
DATE: Wednesday, March 22nd, 2017**

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy.

Fax: 250.492.0063 Attention: Liisa M. Bloomfield

Email: Liisa M. Bloomfield at Lbloomfield@rdos.bc.ca

Hard copy: **Liisa M. Bloomfield, P. Eng., PMP**
Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9

It also is the Proponent's sole responsibility to ensure their revisions were received, at the fax, e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum. Any questions regarding this RFP must be submitted at least seven (7) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Don Hamilton, Solid Waste Facilities Supervisor
Public Works
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9
Fax: (250) 492-0063
Email: dhamilton@rdos.bc.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

2.3. SITE MEETING or PRE-PROPOSAL MEETING

No site meeting or pre-proposal meeting is scheduled.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal.

3.2. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.3. PROPOSAL EVALUATION

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix C contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix C, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.4. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.5. CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.6. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure.

3.7. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.8. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.9. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract

3.10. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contract Agreement provided in Appendix D. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.11. PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-contractor(s) that will be involved in the project.
- Site Manager: The Proposal shall identify the proposed site manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/her position and professional certification. Describe the work to be performed by the site manager and his/her qualifications and substantive experience directly related to the proposed Work.
- Proposed Operations Team: The Proposal shall list key individuals including the site superintendent and sub-contractor(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of certifications and substantive experience directly related to the proposed Work.

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the Regional District."

- Methodology: The Proposal shall contain an outline of strategies and skills that will be used to meet expectations, schedule, and quality contained in the RFP. How will the environmental aspects be managed? Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternatives, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- References: The Proposal shall contain no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.

3.12. SUB-CONTRACTORS

The Proposal shall include the company name of all subcontractors proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors prior to acceptance of the Proposal.

3.13. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.14. SAFETY REQUIREMENTS

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual. Prior to any onsite work, the Contractor will provide their Health and Safety Manual to the Regional District.

3.15. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

3.14 PERFORMANCE SECURITY

The successful Proponent will be required to provide a performance bond or irrevocable letter of credit for 4 (four) months of the cost of the value of the management and operations fee for the first year. In the Proposal, **the Proponent shall indicate their ability to comply with this requirement.**

The monies shall be retained for various purposes of the Regional District, including maintenance of a lien fund, along with any other deductions from each payment to the Contractor which may be warranted or may be required in accordance with the conditions for the fulfillment of the Contract and shall be retained for sixty (60) days after the completion of the Contract. Once the scope of work is complete to the satisfaction of the Regional District, the security will be released without interest.

4. SCOPE OF WORK AND SCHEDULE

4.1. STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the operations. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in Appendix A of this RFP.

4.2. SCHEDULING

The proposed timeline for the procurement and award process:

RFP Release with Draft Contract	February 22 nd , 2017
Proposals due	March 22 nd , 2017
Regional Board Endorsement	April 6 th , 2017
Begin Operations	June 1 st , 2017

The Proponent shall have all components of the Proposal complete and ready to commence the work no later than Thursday, June 1st, 2017.

All Equipment and personnel as presented in the Proposal must be available for the commencement of the Work

4.3. TERM

Should the RDOS choose to enter into a Contract Agreement, the effective term of the Contract will be for a 5 (five) year period to commence June 1st, 2017 and expiring May 31st, 2022.

The Contractor may request an extension to the Term of the Agreement provided a written request is received by the Regional District at a minimum ninety (90) days prior to the expiry of the Term and the request for extension reflects an up to five (5) year extension of the Term of the Agreement. The Regional District shall have the absolute and unfettered discretion in determining whether it wishes to consider entering into an Extension Agreement for a term not to exceed five (5) years.

5. FEES AND DISBURSEMENTS

A schedule of hourly rates for all personnel, equipment and other requested rates for the project shall be included in the Proposal.

Fee Estimates must include all applicable taxes, including but not limited to sales tax, custom duties and all other taxes on labour, services and equipment, save and except only the Federal Goods and Service Tax shall be included in the Proposal prices.

The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission in respect of Sanitary Landfill Operations, subject to increase on December 1 of each year during the term of the Contract of 1%. The increase shall also be adjusted by the amount obtained by multiplying such amounts by the percentage change in the "Transportation" component of the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12 month period if the percentage change is positive, any such increase in addition to the guaranteed 1% shall not exceed three percent (3%).

6. ENVIRONMENTAL REPORTING REQUIREMENTS

The Contractor is required to track all fossil fuel consumption for each calendar year throughout the entire duration of the Contract. The Contractor shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year's usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request the Regional District will supply a sample template for reporting fuel use.

The Proposal shall describe how the Contractor will meet this requirement.

7. INSURANCE

The Contractor shall, without limiting its obligations or liabilities under this contract, procure and maintain at its own expense and cost, the insurance policies listed in General Terms GC -18, Insurance and Indemnity Requirements. The insurance policies shall be maintained continuously from the date of commencement of the work provided under this Contract until the Regional District certifies in writing completion of the work. To expedite the award of the contract, Contractors must provide proof of the required insurance with their proposal.

8. BUSINESS LICENSE

The Contractor may be required to show proof of a valid business license prior to commencing work for each jurisdiction in which the work will take place.

WORK SPECIFICATIONS

WS-1 REGULATIONS AND HOURS OF OPERATION

- 1.1 The Sanitary Landfill(s) shall be operated in accordance with, and the Contractor shall carry out and obey every order and instruction given pursuant to:
- 1) BC Ministry of Environment (MoE) Environmental Management Act.
 - 2) BC Health Act.
 - 3) MoE Operational Certificates (OC's), Oliver 15280 and 15274 Campbell Mountain.
 - 4) The most current Regional District Waste Management Service Regulatory Bylaw and Fees and Charges Bylaw.
 - 5) Regional District of Okanagan-Similkameen Solid Waste Management Plan, as approved by the MoE.
 - 6) Guidelines in the latest edition of the BC Landfill Criteria for Municipal Solid Waste.
- 1.2 In the event of conflict in the above regulations, the Contractor shall bring any such conflict to the attention of the Regional District in writing who shall provide guidance as to the proper course of action after consultation with the appropriate regulatory agency.
- 1.3 The Contractor shall be responsible for all fines imposed by MoE or any other provincial or federal government agency or ministry as a result of its negligence or failure to operate the landfill as specified in these Work Specifications forming part of the Contract.
- 1.4 Public Hours of Operation:
- a) The Sanitary Landfill will require the presence of the Contractor during all hours wherein RDOS Staff are present at a minimum, on the days and during the hours indicated in the following table "Hours of Operation". The hours indicated are hours proposed commencing June 2017 (times may vary) proponents are asked to calculate base costs **Schedule 1**. on these hours. All future hourly changes +/- will be subject to the prices as per Cost Proposal, **Schedule 3, Item 1**).

<i>Hours of Operation</i>		
<i>Day</i>	<i>CMSL</i>	<i>OSL</i>
Mon.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Tues.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Wed.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Thurs.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Fri.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Sat.	8:15 am - 5:00 pm	9:30 a.m. - 4:00 pm
Sun	** 8:15 am - 5:00 pm	Closed

* OSL hours will be from 11:30 a.m. during the months of January, February and December.

** CMSL will be closed to the public on all Sundays during the months of January, February and December.

b) Statutory Holidays

1) **OSL** with the exception of Easter Monday the OSL will be closed to the public on all other Statutory Holidays; i.e. New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

2) **CMSL** the Regional District intends to open CMSL to the Public during all Statutory Holidays occurring during the months of March through October.

The Contractor shall be in attendance at the CMSL and OSL on all Statutory Holidays which occur Monday through Friday to receive and process waste from Curbside Program haulers, with the exception of New Year's Day and Christmas Day.

c) Extra Hours Access

Haulers maintaining Extra Hours Access Agreements with the Regional District may access the Sites two hours prior to the Public Hours of Operation. Any loads delivered prior to Public Hours of Operation that are in violation of the Bylaw through contamination or containing prohibited or hazardous materials shall be left for inspection by Regional District Staff. (The presence of the Contractor is at the proponent's discretion as required to control litter, remove ADC, etc., this presence should be stated Appendix "B" 3. Technical Questions, 4)).

d) Purchase of Hours by the Public

Hours of Access to all sites may be purchased upon arrangement with the Regional District. The Regional District shall invoice the Purchaser for the Regional District and Contractor Hours. **(Schedule 3, Item 2)**

WS-2 EMPLOYEE PRESENCE, CONDUCT & CERTIFICATION

- 2.1 The Contractor shall have sufficient qualified personnel on duty at each landfill at all times during the hours of operation together with the necessary equipment required to:
- manage the receiving and disposal of Waste as per specifications;
 - monitor and maintain the Site; and
 - provide assistance to the public, commercial users and Regional District Staff at each landfill as required.

- 2.2 The Contractor and their employees and Sub-Contractors shall agree to maintain respectful relations with the public, Regional District Staff and those of other contractors in exercising their authority under this Contract.

The Contractor's subcontractors, employees, agents, or other representatives of the Contractor, while engaged in the work shall be courteous, refrain from loud or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

- 2.3 If any person employed by the Contractor to perform operation services is reported to the Regional District to be incompetent, disorderly, or otherwise unsatisfactory, the Regional District shall document the unsatisfactory conduct in writing to the Contractor as soon as possible after the incident with a request that such conduct be corrected. The Contractor shall investigate any written complaint from the Regional District regarding any unsatisfactory performance by any of its workers and initiate discipline as appropriate and provide written response of action taken to the Regional District.

- 2.4 The Contractor shall ensure that each employee directed to work at the Landfill Site in any role is well trained before starting and retrained when the work changes. Training in this capacity consists of, but is not limited to, ensuring the employee is knowledgeable in the full extent of their role, aware of all regulations, rules, and obligations pertinent to their role, aware of the Emergency Plan and all other documents developed for the operation of the Site, and aware of all required contacts, subcontractors, and Regional District Staff associated with the operations of the Site.
- 2.5 The Contractor shall provide Operations Personnel appropriately certified in:
- 1) Equipment Operation
 - 2) First Aid
 - 3) Landfill Operations such as SWANA (MOLO, LOB) or equivalent

WS-3 WORK BY CONTRACTOR

- 3.1 The Contractor shall have the use of existing on-site landfill facilities at no charge and shall not utilize the site for other business operations or for storage of equipment or material not used at each landfill. If the Contractor requires other buildings at the site, or extension of site services, upon approval, the Contractor shall be responsible for their supply, installation, servicing and removal at the termination of the Contract. The Contractor shall maintain any facilities used in a neat and sanitary condition.
- 3.2 The Contractor shall be permitted to undertake improvement projects at each landfill that it deems will make the operation more efficient or more attractive after being approved by the Regional District. Any such initiatives shall be carried out at the Contractor's expense.
- 3.3 The Work of this Contract to be performed by the Contractor shall include all work necessary to properly operate each landfill and associated facilities in a manner acceptable to the Regional District and in compliance with applicable regulations and without adverse impacts on neighboring properties and residents in the area.

In general, the operation of each landfill shall include, but not be limited to the following tasks:

1. Ensure the access gate is closed and locked at the end of daily operations;
2. Directing and controlling traffic movements and the placement of appropriate signage and barricades to direct and control traffic movements;
3. Inspection of all loads deposited and notification to Regional District Staff of:
 - a) the unloading of loads deposited in recycling stockpile areas that contain contaminants and undesirable materials;
 - b) checking and ensuring that landfill customers deposit all controlled waste substances at the designated controlled waste area and operate the Controlled Waste Cell in accordance with established protocols and procedures.

Contractor must await staff presence to obtain pictures, in the absence of Regional District Inspector the Contractor must obtain pictures on a Regional District provided camera. The Contractor is responsible for cost to replace this equipment if damaged or lost due to Contractors actions

4. Operation, supervision and maintenance of storage areas and/or bins/bunkers for recycled materials including, but not limited to: metals, ODS units, tires, batteries, drywall, propane tanks, concrete, asphalt, asphalt shingles, masonry, wood and yard waste and e-waste.
5. Spreading, leveling and compacting waste to the required density.
6. Excavate cover soils from on-site borrow areas and stockpiles.

7. Blend, load, transport, spread, and place daily/intermediate cover materials.
 8. Supplying and applying alternate daily cover at the end of each appropriate working day.
 9. Applying soil over the entire active face at a minimum of once per week.
 10. Applying intermediate cover on the top of each lift.
 11. On-site excavation, transport, placement and compaction of soils for cover and construction of tipping areas.
 12. Maintaining access roadways to waste dumping, turning and tipping areas in good condition.
 13. Dust control on all roads and on active area of the landfill.
 14. Snow removal from all roads and operational areas of the landfill.
 15. Maintenance and service of all landfill equipment.
 16. Control, collect, dispose of and maintain litter control structures for all litter on the site, at the entrance gate and along the public roadways approaching site.
 17. Maintain on-site drainage works through periodic cleaning out of all run-off control ditches.
 18. Transport and incorporate when appropriate; Refrigeration Units and Mattress Reduction recyclable materials into the appropriate stockpile areas.
 19. Spread and maintain a bed of wood chips no less than 10 centimetres in thickness underneath and in front of the Wood, and Yard Waste areas.
 20. Transport and placement of organics for erosion control.
 21. With due care and attention, push-up recyclable materials without contamination from earth materials.
 22. Load for transport drywall and asphalt shingle products for off-site processing.
 23. Monitor and record organic windrow temperatures.
 24. Immediate reporting and repair of any Regional District infrastructure (scales, survey monuments, signage, traffic control, lock block loading bays, safety railings, asphalt roadways, speed bumps etc.) resulting from the Contractors actions.
 25. Assist and maintain any required vector control measures including bird control, rat control, insect control etc. should such measures become necessary.
- * OSL RDOS Scale Attendants are on-site during public hours of operation, the Regional District does not provide inspection personnel, the Contractor is required to provide all inspection functions beyond the scale.
 - * CMSL RDOS Scale and Inspection are on site during public hours of operation, the Contractor will be required to augment Regional District provided personnel.

WS-4 WORK BY OTHERS

- 4.1 Capital works or other improvements at each landfill may be undertaken by the Regional District Staff or tendered by the Regional District from time to time. If tendered, the Contractor will be given the opportunity to respond to the tender if they so choose.
- 4.2 The Regional District will undertake the following work by its own forces or by other Contractors:
 - 1) installing and maintaining perimeter fencing;
 - 2) making final rulings on appeal of fees, determining acceptability of wastes and methods and protocols for disposal;
 - 3) establishing survey location and control points, surveying and periodic grade control;
 - 4) hydro-seeding;
 - 5) provision of information signs, including traffic direction and control signage within the site;
 - 6) provision of utilities for existing works and buildings;
 - 7) final cover construction;

- 8) provision of aggregate and hog fuel for road maintenance;
- 9) provision of soil for daily and intermediate cover if on-site resources are exhausted;
- 10) provision of radios and cameras for communications and records;
- 11) draining ozone depleting substances (ODS) from refrigeration units; and
- 12) the Regional District shall arrange to have the stockpiled materials processed by others.

4.3 Notwithstanding the Contractor's responsibilities, the Regional District shall maintain overall authority for management and control of the site. Nothing in this Contract grants the Contractor any interest in the site, and the Regional District may, at its discretion, retain others to carry out work on and around the site.

WS-5 LANDFILLING OPERATIONS

5.1 Daily Operations:

- 1) The Contractor shall have staff in attendance during all hours of operation and for as long as is necessary to receive, dispose-of and properly compact and cover the day's refuse. The Contractor shall prepare the Site so as not to compromise and inconvenience public access for the receipt of the next days' refuse.
- 2) The Regional District reserves the right to modify operating hours and opening days as required to better serve the public. In such case, the landfill and all associated facilities shall be open to the public during the hours requested by the Regional District. If a change in operating hours is required, the Contractor shall be reimbursed or deducted for this service using a fixed hourly rate indicated in the Cost Proposal **Schedule 3, Item 1)** for each additional hour that the landfill is open or closed.

5.2 Operation of Landfill Scale at CMSL and OSL

- 1) Regional District shall be responsible for providing a Scale Attendant during all hours of operation. The attendant shall:
 - (a) record waste source (e.g. residential, commercial, institutional, demolition / land clearing);
 - (b) weigh and record the inbound load and vehicle;
 - (c) weigh, record, characterize and track incoming waste and recyclables. The Regional District may add, remove or change categories as required in order to properly track incoming waste and waste reduction efforts and impose possible bans;
 - (d) check that the incoming load for Hazardous or other Prohibited Wastes, and check and finalize all transportation Manifests;
 - (e) direct vehicles to the appropriate unloading or recycling area;
 - (f) weigh and record outbound vehicles and collect appropriate tipping fees; and
 - (g) enter all information immediately into a computer database provided by the Regional District.
- 2) Regional District shall provide a suitable computer system to operate the database software, and shall maintain it fully operational throughout the duration of the Contract. In the event of equipment failure alternate arrangements or estimates will be used.

5.3 Traffic Control and Signage

- 1) The Contractor shall place and maintain all traffic and directional devices (signs, delineators, cones, barricades etc.) in legible and good condition. Where directional devices have been

bent, dislodged, and/or rendered unusable by the Contractor, the Contractor shall be responsible for the costs to repair or replace. (Costs shall be deducted from the Progress Payment)

- 2) Contractor personnel shall assist in the direction of traffic to the appropriate unloading area; the active face, recycling area, composting area, controlled waste area, or other predefined areas.
- 3) Any dangerous obstructions rocks or debris or other hazards such as steep slopes, erosion, pot-holes, mud, snow etc. shall be addressed immediately and shall be clearly marked and /or blocked off when required.
- 4) The Contractor shall be responsible for ensuring that all on-site signs, barricades and fencing are placed and relocated as deposit areas are relocated, and are clearly visible and comprehensible to patrons.

5.4 Litter Collection and Site Maintenance

- 1) The Contractor shall be responsible for all on-site litter control and collection. Additional collection may be ordered by the Regional District whenever such collection is deemed necessary. **(Cost Proposal Schedule 1 Flat Rate Base Cost)**
- 2) The Contractor shall be required to collect litter frequently and to keep the site tidy at all times, free from all loose paper, cardboard, plastic debris and similar material and cover any waste which, through erosion, has become exposed. The need for litter collection will vary depending on how well the Contractor manages refuse at the Active Face.
- 3) From time to time, some solids spillage or contamination may occur at the dump pads. The Contractor shall be responsible for cleanup of spillage or contamination on an as-required basis. Cleaned up material should be disposed of in the active refuse landfill area.
- 4) The Contractor shall retrieve any material that has blown from the site onto adjacent property.
- 5) The Contractor shall, on a daily basis, be required to monitor and collect litter and / or illegally dumped materials from all roadways adjacent to and a minimum of 500 metres distance from the site.

5.5 Prohibited, Controlled and Restricted Wastes

- 1) The Contractor shall be familiar with all Prohibited, Controlled and Restricted Waste materials and all Source Separation requirements. In the event that materials in a load are not detected at the scale, when Regional District Staff is unavailable the Contractor shall take pictures and notify the Regional District immediately if materials have been deposited in an unacceptable manner or location.
- 2) The Contractor shall immediately notify the Regional District if any load is observed to contain Prohibited, Controlled or Restricted materials and shall follow protocols including ensuring pictures are taken in regard to its safe interception, separation, extraction and placement for disposal in the assigned area

- 3) License plates of vehicles bringing Prohibited, Controlled or Restricted Wastes to each landfill shall be recorded and immediately reported to the Regional District.

WS-6 EQUIPMENT

- 6.1 The Contractor shall supply, license and safely operate, any equipment necessary to maintain each of the landfill sites in full compliance with these RFP documents and meet all applicable regulatory and performance requirements.

(i) CMSL (*Campbell Mountain Sanitary Landfill*)

- One (1) suitably sized steel wheeled landfill compactor originally designed and built specifically for compaction at sanitary landfill sites; used for the spreading and compacting of waste materials to achieve specified compaction rates. All compactor unit wheels must be new (meeting manufacturer's specifications) at the commencement of the contract term.
- One (1) suitably sized rubber tire loader.
- The compaction unit and the loader are considered to be essential equipment items and must not be older than ten years at the commencement of the Contract Term.
- One (1) suitably sized minimum 2,000 gallon capacity water truck equipped with back-flow prevention, a pump and watering bar, and 50 metres of fire hose provided with fittings compatible with those of local fire departments.
- One (1) water storage tank, with 2,000 gallon minimum capacity and fittings compatible to that of the water truck and the local fire department.
- One (1) suitably sized excavator with a minimum capability of loading a standard walking floor trailer.
- Three (3) suitably sized roll-off bins meeting transfer station specifications regarding height and length, for location at the Residential Drop-Off Facility.
- One (1) suitably sized roll-off vehicle capable of transporting the roll-off bins with waste materials collected from the Residential Drop-Off Facility to the Active Face.

(ii) OSL (*Oliver Sanitary Landfill*)

- One (1) suitably sized steel wheeled landfill compactor originally designed and built specially for compaction at sanitary landfill sites; used for the spreading and compacting of waste materials and capable of achieving specified compaction rates. All compactor unit wheels must be new (meeting manufacturer's specifications) at the commencement of the contract term.
- One (1) suitably sized rubber tire loader.
- One (1) suitably sized minimum 1,000 gallon capacity water truck equipped with back-flow prevention, a pump and watering bar and 50 metres of fire hose provided with fittings compatible with those of local fire departments.
- One (1) water storage tank, with 2,000 gallon minimum capacity, with fittings compatible to that of the water truck and the local fire department

6.2 Equipment Tasks

- 1) The Equipment provided or hired by the Contractor shall be capable of performing the following tasks:
 - (i) spreading and compacting waste;
 - (ii) excavation and mixing of berm and daily and intermediate cover materials;

- (iii) hauling of excavated materials to points of use;
- (iv) compaction of refuse and earth fills for roadways;
- (v) construction and grading of access roads;
- (vi) watering of fills and roads for both compaction and dust control as required;
- (vii) face berm construction;
- (viii) loading of recyclable materials for transport off site;
- (ix) fire control;
- (x) road and ditch maintenance;
- (xi) moving and loading of recyclables and pushing up wood waste, yard waste, gypsum and scrap metal storage areas; in a manner that does not contaminate materials with soil or rocks;
- (xii) where applicable; transport suitably sized bins from the Residential Drop-Off area to specified locations on site;
- (xiii) spreading of cover materials; and
- (xiv) application and removal of Alternate Daily Cover.

6.3 Equipment Availability and Replacement

- 1) All specified Equipment must remain at the Site unless written permission has been received by the Regional District specifying the acceptable period of absence.
- 2) The acceptable down-time span for equipment deemed essential by the Regional District for daily operation at each landfill shall be minimized.
- 3) If the Compaction Unit breaks down, the Contractor shall provide within 48 hours, an equivalent replacement compactor or a tracked bulldozer equivalent in size to a Caterpillar D-7 with a minimum weight of 24,000 kg.
- 4) If the Compaction Unit is broken down for more than one (1) week, the Contractor shall replace it with an equivalent Compaction Unit. Failure to provide an equivalent replacement machine within one (1) week may result in a deduction to the Contract based on substandard compaction as described in these specifications.

6.4 Equipment Maintenance

- 1) The Contractor shall be responsible for maintaining and servicing their equipment, including fuel, grease, service, etc.
- 2) All Fuel Storage Tanks located on site shall meet all regulatory requirements.
- 3) The Regional District agrees to allow the Contractor to store his equipment at the site during non-operating hours, but accept no responsibility for damage or vandalism.
- 4) The Contractor shall not store any other equipment or material at any landfill other than that equipment and materials used for landfill operations or construction, maintenance of equipment or as otherwise permitted by the Regional District.
- 5) The Contractor shall keep the equipment in good repair in accordance with the BC Workers Compensation Board's Industrial Health & Safety Regulations.

6.5 Air Particulate and Noise Control

Operating heavy equipment at a Landfill is a high dust activity that in the absence of controls will place operators at risk of inhaling potentially harmful air borne particulates that can lead to respiratory diseases, silicosis and mesothelioma. Effective heavy equipment cab filtration and a positive pressurization system is essential to reducing operator exposure to harmful air borne particulates.

- 1) At a minimum all equipment, engaged in the compaction, pushing or loading of landfill materials during operation that is exposed to fine air particulates must have Operator Cab Enclosures equipped with appropriate HVAC Systems which minimize or eliminate intrusion of airborne particulates. **The Contractor must obtain and present to the Regional District prior to the commencement of the Contract, certification from a qualified professional to verify compliant Equipment Cab Enclosures.**
- 2) The Contractor shall ensure the equipment has appropriate noise abatement systems. At all times the equipment must meet the noise emission standards as outlined in S.A.E. J88-Sept. 1980 "Sound Measurement - Earthmoving Machinery".
- 3) The Contractor shall not operate any equipment on the site between 10:00 p.m. and 6:30 a.m. unless approved beforehand by the Regional District or in emergencies such as during landfill fires or floods.

WS-7 LANDFILLING METHOD

- 7.1 Each landfill shall be constructed systematically in appropriately sized Lifts (**see Schedule 4 Berm Construction**) using the "Ramp Method".
- 7.2 The Contractor shall construct each landfill in a series of Cells containing the compacted waste material in the Regional District designated fill areas.
- 7.3 The Contractor shall construct each landfill to the shapes, directions and grades as directed by the Regional District.
- 7.4 The Operational Certificate requires that all refuse deposited must at the conclusion of each day of operation be covered with soil or Alternate Daily Cover (ADC).

WS-8 OPERATIONS AT ACTIVE FACE

- 8.1 The Contractor shall be responsible for the direction and control of deposition of wastes in each landfill and shall supply all equipment, labour and materials for the consolidation of waste into individual cells and lifts, spreading and compaction of the waste and the excavation, hauling and placement of cover material.
- 8.2 The Contractor shall be responsible for the safety of the public unloading material at the active face. An employee shall be provided by the Contractor to direct traffic, control dump locations, provide supervision and be able to maintain voice communication with the site staff and contractors via a two way radio, with speaker and ear piece accessories supplied by the Regional District. (Costs for loss or damage beyond normal wear and tear of this instrument necessitating replacement shall be deducted from the Progress Payment)

- 8.3 The Active Face shall be maintained as close as possible to 12 metres wide and 15 metres long. These dimensions are suggested, however based upon volumes received, type of equipment and dimensions of ADC, adjustment will be allowed with Regional District consent.
- 8.4 The unloading pad at the Active Face shall be maintained such that it will provide sufficient room and a flat stable platform to safely unload two large trucks at any time.
- 8.5 The Active Face shall be maintained at a slope ratio of five (5) horizontal to one (1) vertical.

WS-9 REFUSE UNLOADING, COMPACTION AND MONITORING

- 9.1 The unloading of refuse on the site shall be restricted to an area such that the material can be easily incorporated into the Active Face with the equipment available, wherever possible materials shall be deposited at the base of the lift. The Contractor shall arrange for the spreading and compaction of the incoming material at the Active Face. At no time, other than loads requiring inspection, shall the Contractor allow more than approximately two (2) truck loads or 10 cubic metres of refuse to be piled up at the Active Face before spreading and compacting the refuse material.
- 9.2 The Contractor shall not push or compact refuse at an unsafe distance from any customer or their vehicle.
- 9.3 The Contractor shall utilize the landfill compactor for all pushing, leveling and compacting of refuse at the Active Face. The Contractor shall compact any surfaces that they have covered with daily soil cover, alternate daily cover or intermediate cover.
- 9.4 The Contractor shall operate the landfill compactor for sufficient time, number of passes and in a suitable manner to break down, level and compact the deposited material to a minimum density of 700 kilograms per cubic metre.
- 9.5 Waste material shall be spread and placed in layers of approximately 30 centimeters in thickness and compacted in place with the specified compaction equipment so that the final lift meets Site specifications.
- 9.6 The Contractor may, from time to time, be required to deposit semi-solid wastes in each landfill. These wastes shall be placed in thin layers and in such a manner as to not hinder the workability and compaction of the fill and to minimize the possibility of surface or ground-water contamination.
- 9.7 The Contractor shall construct temporary roads, pads, and turnaround areas within the active area of the landfill, from materials provided (or similar on-site material), and shall undertake the progressive utilization of the land as directed by the Regional District. Where required, the Contractor shall place the refuse to slopes and grades to allow for the placement of final cover as directed by the Regional District.
- 9.8 From time to time, the Regional District shall specify the area of the site that shall be worked so that dumping may proceed with the minimum of inconvenience to the public.
- 9.9 No material shall be burned without the express permission of the Regional District.
- 9.10 To ensure that the life of the Sanitary Landfill Site is maximized and to determine compliance with compaction specifications, **the Contractor shall, at their cost, conduct a compaction test on areas other than the tipping pads following a protocol to be approved by the Regional District in each year of the Agreement.** The Contractor shall provide the results of the

compaction tests to the Regional District. The Regional District may confirm densities using other methods such as field and aerial surveys.

- 1) Should the selected test site results indicate substandard compaction, an additional two test sites shall be selected. The results shall be averaged to indicate compaction achieved.
- 2) The liquidated damages incurred by the Contractor for failure to consistently attain a compaction density of **700 kilograms per cubic metre** or greater shall be as shown on the following 'Liquidated Damages Schedule'. These liquidated damages reflect the value of the lost capacity of each landfill due to the substandard compaction. The percentage reduction in payments shall be applied to all payments paid to the Contractor for work done in the area of substandard compaction. The percentage reduction shall be multiplied by the appropriate daily rate (determined by dividing the average yearly rate by twelve times the number of days the landfill in question is open) as shown below and the resulting figure shall be multiplied by the associated number of days that the substandard compaction is observed. The resulting total dollar amount shall be deducted from monies due to the Contractor until the substandard compaction is proven to be corrected.

Liquidated Damage Schedule	
Kilograms / cubic metre	Percentage Reduction in Payments
700 and above	0%
650 to 700	5%
600 to 650	10%
550 to 600	15%
600 and below	25%

The area in question shall be re-compacted until a minimum density of 700 kilograms per cubic metre is achieved.

WS-10 COVER

10.1 Waste to Cover Ratio

- 1) It has been determined that soil management is a significant factor in the conservation of Landfill Air Space. The Contractor is required to implement 'cover management best practices' in the application of cover and ADC. Further, it has been determined that a waste to cover ratio of 4:1 is achievable. The quantity of cover material used each day (in m³) shall be recorded to the best of the Contractor's ability and these records shall be made available to the Regional District. A daily bucket load count is acceptable.
- 2) The Contractor shall not use amounts of Daily or Intermediate Cover in excess of that specified in this Contract. If excessive use is determined by the Regional District, then the Contractor may be required to remove excess cover material beyond that reasonably required to construct and maintain the functionality of the cover, at the Contractor's expense.

10.2 Daily Cover Soil

- 1) At the end of each day the Contractor shall compact and cover all exposed refuse that has been deposited at the Active Face with a 150 millimetre thick soil cover. Suitable soil cover material is to be applied in a smooth and depression-free fashion to a compacted depth of 150 millimeters before the Contractor leaves the site each day.

- 2) The Contractor shall cover the Active Face with 150 millimeters optimally once every seven (7) day period. Should inclement conditions exist (severe wind or snow events) or operational situations (completion of a lift) the Contractor shall seek a waiver from the Regional District for the utilization of a soil cover in place of the alternative daily cover. It is expected that soil cover will not then be required for an additional seven-day operational period.

10.3 Alternative Daily Cover (ADC)

- 1) Acceptable forms of alternative daily cover include reusable modular cover panels, degradable plastic films, spray on fibrous mulches or spray on foams acceptable to the RDOS and MoE. (tarps are not acceptable as ADC)
- 2) An appropriate and suitably sized ADC systems must be utilized daily at the active face until such time as the cell has been extended to its maximum length.
- 3) The Contractor shall maintain the ADC system in good repair.
- 4) No additional payments shall be made to the Contractor for placing, removing, purchasing, or maintaining the ADC system.
- 5) All refuse surrounding the ADC must be contained with Daily Cover.
- 6) The Landfill Criteria lists alternative materials that may be approved as daily or cover:
 - a) Reusable (e.g., rigid steel plates or rubber belts).
 - b) Left in place and buried (e.g., wood waste, shingles, contaminated soils, thin Decomposable plastic films or spray-on covers).
- 7) Failure to deploy daily ADC that results in excessive use of Soil may require the Contractor to remove excess cover material beyond that reasonably required to construct and maintain the functionality of the cover, at the Contractor's expense.

10.4 Intermediate Cover

- 1) On completion of each lift of refuse, a 30 centimeter thick intermediate soil cover layer shall be applied and compacted in place in preparation for placement of the next lift of waste. The clean intermediate cover material will be taken from the on-site borrow area or from the imported cover stockpile.
- 2) Prior to applying intermediate cover, the top of the lift shall be cleared of scattered refuse material and shall be graded to accommodate prescribed drainage across the filled area. The surface shall be kept free of depressions to achieve a flat, dense surface capable of supporting vehicle movements for the next lift.

10.5 Final Cover

- 1) Final cover shall be constructed on top of each landfill periodically upon the completion of the Phased Closure Plan Section.

- 2) The Closure Works are not part of this Contract; however, the Contractor will be provided with an opportunity to bid on the Work or to act as a sub-contractor to others. The Contractor shall be prepared to co-operate with other contractors responsible for the Closure Works.

WS-11 FACE BERM CONSTRUCTION

- 11.1 Face berms shall be constructed on the outer edges of lifts only where such berms are required to prevent refuse from rolling down slope or where slopes of greater than three (3) horizontal to one (1) vertical are required. The berms are to be constructed with soil obtained from the on-site borrow area, or from stock piles of imported cover soils.
- 11.2 The Contractor shall construct the face berms at a time and in a manner approved by the Regional District.
- 11.3 Berms shall be constructed only on the outer sides of individual lifts to contain waste material as required to maintain cell areas available for filling unless directed otherwise by the Regional District.
- 11.4 The berms shall be constructed by hauling soil to the edge of the intended lift, dumping the soil, shaping it with the bulldozer, loader or excavator and compacting the outer surface with the equipment.
- 11.5 Face berms shall consist of a width of approximately 1 metre of soil and shall have an outside face slope of two (2) horizontal to one (1) vertical after being compacted. It is anticipated that the berm will be constructed in phases as the lift height increases. Inside faces of the berm shall be constructed at the steepest possible angle of repose.
- 11.6 As each layer of waste is deposited and progresses against the face berm, another face berm segment shall be constructed on each additional layer component. The finished outside face of progressive berms shall be maintained at a slope of 2H:1V.
- 11.7 Berms shall be stepped back (terraced) as directed by the Regional District.
- 11.8 The Contractor shall not construct berms in a manner that utilizes excessive amounts of soil, If excessive use is determined by the Regional District, then the Contractor may be required to remove excess material beyond that reasonably required to construct and maintain the functionality of the berm, at the Contractor's expense.
- 11.9 The Contractor will transport and spread ground organics on the outside of constructed berms for erosion control and aesthetic purposes.

WS-12 BORROW AREA OPERATION / MATERIAL IMPORTING

- 12.1 Earth materials for berms and cell covers shall be extracted from the Borrow Areas as indicated in the Site Design, Operations and Closure (DOC) Plan. Should the on-site reserves become exhausted the Regional District will arrange to have suitable soil imported from off-site sources to a designated daily and intermediate soil cover stockpile. Operations of the borrow area shall be in accordance with all WCB and Ministry of Mines and Natural Resources regulations.

- 12.2 Back-slopes in borrow excavations shall be controlled to maintain adequate stability temporary excavations shall not be steeper than:

Height of Slope Backslope (metres)	Horizontal	Vertical
< 3	0.5	1.0
> 3 and < 6	1.0	1.0
> 6	1.2	1.0

- 12.3 The Regional District may choose to accept soil at each landfill suitable for daily cover, intermediate cover or road construction free of charge or at a reduced tipping fee. The Contractor in consultation with the Regional District shall direct the traffic to a designated stockpile area. The Contractor shall be responsible for screening loads of incoming soil to ensure that they are suitable for daily or intermediate cover.
- 12.4 The Contractor shall notify the Regional District whenever on-site stockpiles of materials drop below sufficient quantities for three (3) months of operation.
- 12.5 The Regional District shall arrange to have material suitable for road base construction imported and stock piled at a designated stockpile on-site. The Contractor shall use this material only for the construction of roads and turnarounds in areas approved by the Regional District.

WS-13 FILLING PLAN

- 13.1 Prior to commencing any expansion of the existing landfill footprint, the Contractor shall obtain confirmation from the Regional District on the boundaries of the proposed fill area(s) and ensure that adequate grade stakes and/or directions have been provided by the Regional District.
- 13.2 The Regional District shall provide survey control for the development of all phases of development. The Contractor shall ensure that adequate grade control is provided and that refuse is placed within the surveyed boundaries. Refuse placed negligently outside the phase boundaries by the Contractor shall be relocated to within the boundaries at the Contractor's expense.
- 13.3 Soil cover material requirements for operations shall be met by first using any stockpiled material and then, with directions from the Regional District, soil material from other on-site borrow areas. The Regional District will import additional material if on-site supplies are exhausted. Borrow and Fill Areas are indicated in the DOC Plan.

WS-14 RECYCLING AND SPECIAL HANDLING OPERATIONS

- 14.1 General Procedures:

- 1) The Contractor shall cooperate with the Regional District in fulfillment of the obligations under its authorized recycling programs. The Contractor will load for transport recyclable materials stockpiled at each landfill site, with the exception of Gypsum and Asphalt Shingles at the appropriate **(Force Account Rate)**.
- 2) The Contractor shall direct landfill customers to deposit all recyclable materials at the appropriate recycling storage area / location / facility / bin / depot located at the site or to other recycling facilities in the vicinity.

- 3) The Contractor shall immediately notify the Regional District of all loads deposited in a location other than that so designated at the Site that contain Recyclable Waste Materials or Contaminants in order that appropriate deterrent penalties may be applied. The Contractor shall remove Recyclable Waste or Contaminants from the inappropriate area and deposit the materials in the proper designated area. This relocation of materials shall be compensated at the appropriate Force Account Rate conditional to provision of photographs.
- 4) The Contractor shall assist with the maintenance of the recycling bins and storage areas and in ensuring that recyclable products are sorted and neatly stacked. The Contractor shall where required place lock blocks for security in front of specified containers.
- 5) The Regional District shall arrange for periodic shipment of accumulated marketable recyclables at Regional District sites to market whenever quantities start to exceed available storage space, as determined by the Regional District. Such recyclables shall be weighed prior to shipment off-site and such weights recorded by the Regional District. Other recyclables such as wood waste and concrete may be made use of on-site.
- 6) Recyclable materials include but not be limited to the following materials:
 - scrap metals & white goods
 - tires
 - batteries
 - pressurized/propane tanks
 - recyclable gypsum
 - yard and garden waste
 - wood waste
 - newspaper and cardboard
 - blue bag recyclables
 - asphalt, concrete, masonry
 - mattresses and box springs
 - asphalt shingles
 - All provincially designated Extended Producer Responsibility Materials as per the Recycling Regulation.

14.2 Scrap Metal, White Goods & ODS Units

- 1) The Regional District stores recyclable metals and periodically contracts with a scrap metal dealer to crush, compact and haul away collected scrap metal and white goods.
- 2) The Contractor shall keep the scrap metal free of contamination. The scrap metals shall be pushed up with a minimum of contamination from the ground and stacked in a safe manner.
- 3) The Contractor shall assist in:
 - (i) directing the unloading of refrigeration units containing Ozone Depleting Substances (ODS) upright in a separate ODS draining area, until such time as the ODS is drained. The Regional District shall arrange to have ODS drained by others from refrigeration appliances at the site;
 - (ii) incorporating into the Scrap Metal stockpile area units clearly labeled as ODS FREE into the metal stockpile once ODS materials have been removed;
 - (iii) bulking up the pile as required by the Regional District; and

- (iv) If required grade and clean-up site after metal is removed by scrap metals dealer (**Force Account Rate**).

- 14.3 Tires: Passenger car and light truck tires shall be separated from the general refuse and stockpiled for recycling in the tire recycling area. Non-recyclable tires or any tires that cannot be recycled shall be incorporated into the active landfill area as directed by the Regional District. Tires arriving at the active face shall be reported and wherever possible taken to the appropriate tire recycling area.
- 14.4 Batteries: A facility for the receipt and storage of used batteries shall be provided and maintained by the Regional District. Batteries arriving at the active face shall be reported and wherever possible taken to the appropriate battery recycling area.
- 14.5 Pressurized Tanks: A facility for the receipt and storage of used pressurized tanks shall be provided and maintained by the Regional District. The Contractor shall direct and/or remove pressurized tanks from the waste and deposit them in the designated facility.
- 14.6 Gypsum/Drywall: An area for the receipt and storage of recyclable gypsum storage has been established at each site. The Contractor shall ensure that only clean gypsum based drywall is placed in this area, and shall load all recyclable gypsum for transport.
- 14.7 Operation of the Organic Waste Materials Storage Areas:
- 1) The Contractor shall direct all Organic Materials for chipping to designated areas current categories consist of:
 - Green Waste (yard and garden, agricultural waste),
 - White Wood (kiln dried dimensional lumber)
- The Regional District reserves the right to introduce new organic waste categories at any time.
- 2) The Contractor shall ensure that these stockpiles are kept neatly piled in their designated areas, and bulked up at all times, free from non-organic contamination. The organic Waste materials shall be pushed up to a suitable height with a minimum of contamination from the dirt and rock materials.
 - 3) The Contractor shall be responsible to spread and maintain a bed of wood chips no less than 10 centimeters in thickness underneath and in front of the Organic Materials areas.
 - 4) The stockpiled materials shall be periodically chipped by others.
 - 5) The bulk of loading chipped wood for transportation off-site will be done by the Chipping Contractor. Loading events for offsite by the Operations Contractor are infrequent. (**Force Account Rate**)
 - 6) The Regional District intends to introduce a Contaminated Wood Waste category. This material is to be collected in a separate area and utilized as ADC.
- 14.8 Windrow Turning and Monitoring
- 1) Chipped Wood and Yard Waste windrows require periodic turning to increase porosity, decrease potential for spontaneous combustion, redistribute material to enhance process uniformity and break clumps to improve product consistency.

- 2) Each windrow shall be turned as necessary, to maintain optimum oxygen, moisture, temperature (maximum 70° C). the Regional District shall provide a temperature probe, the Contractor is responsible for measuring and recording temperature and reporting to the Regional District.
- 3) Windrow forming and turning shall be paid for at **Force Account Rates**.
- 4) The Regional District is in the process of developing a comprehensive composting program which may divert all organics away from disposal at the Current Sites negating the need for turning and monitoring of ground organics.

14.9 Concrete, Asphalt, Ceramic Fixtures and Masonry Recycling

- 1) An on-site area is dedicated for the receipt and stockpiling of concrete, reinforced concrete, ceramic fixtures, asphalt, bricks and masonry. This stockpile shall be kept neatly piled at all times, free from foreign debris especially miscellaneous steel and asbestos cement pipe.
- 2) Should it be required the Regional District may arrange to have the stockpiled materials crushed.
- 3) Transport and placement of unground materials for road base and other construction approved by the Regional District shall be compensated for at **Force Account Rates**.
- 4) Concrete, Asphalt, Ceramic Fixtures and Masonry tonnages generated are determined to be Operationally Beneficial and **(shall not be calculated as tonnage Schedule 2)**

14.10 Asphalt Shingles

- 1) Clean Asphalt Shingles are stockpiled in designated areas on-site. The Contractor shall monitor and report the deposit of contaminants e.g. organic material, flashing, torch-on materials, tar and gravel roofing products.
- 2) The Contractor shall push up for storage clean asphalt shingle materials taking care to leave a layer of shingle material avoiding contamination with earthen materials.
- 3) The Contractor shall load for transport all clean asphalt shingle materials. **(included in Schedule 1 Flat Rate Cost for Base Operation cost)**

14.11 Operationally Beneficial Roofing Material

- 1) Defined as Torch-on, SBS, membrane and TAR AND GRAVEL roofing products and other similar roofing materials must be free of contaminants that are not inextricably adhered such as REFUSE, WOOD WASTE and large METAL and flashing materials.
- 2) These materials are to be directed for deposit in a stockpile area adjacent to the Active Face.
- 3) The Tonnages generated are determined to be operationally useful and **(shall not be calculated as part of Tonnage Payment Schedule 2)**

14.12 Controlled Waste Cell (CWC)

- 1) The Regional District shall designate an area on the site where the Contractor shall construct berms for a CWC for the disposal of Controlled Waste **(Schedule 4 Berm Construction)**.
- 2) The Regional District shall endeavor to provide the Contractor with adequate notification prior to the arrival of Controlled Waste including the description of the type of Controlled Waste.
- 3) The Contractor shall comply with all procedures for the disposal of designated wastes as per Regional District protocols.
- 4) The Contractor's operation of the CWC includes but is not limited to:
 - building up the CWC as required;
 - directing controlled waste loads to the cell;
 - maintaining and utilizing approved PPE;
 - supervising unloading of all Controlled Waste to ensure it is done safely; and
 - immediately covering Controlled Waste loads with soil.

14.13 Contaminated Soil

- 1) The Regional District is authorized by the MoE to receive Contaminated Soil below Hazardous Waste Classifications at the CMSL and OSL Sites. Acceptable Contaminated Soil Materials may be utilized for daily/intermediate cover or for construction purposes. Acceptance of Contaminated Soil is conditional to the completion of the Regional District Contaminated Soil Relocation Agreement.
- 2) Soil contaminated with hydrocarbons must be deposited a minimum of 1.2 meters above the seasonal high groundwater level and a minimum of 2.0 meters below the final grade of the landfill to prevent the impact on groundwater and any future vegetation on the site.
- 3) The Regional District will determine the use and location for the placement of all acceptable Contaminated Soil materials. The Contractor will be consulted regarding location of stockpiles prior to deposit.
- 4) **Contaminated soils will not be included in Tonnage Payment Schedule 2.**
- 5) Costs for pushing up soil materials if required shall be included in **(Schedule 1 Flat Rate Cost for Base Operation Cost)**

14.14 Clean Soil

- 1) All clean cover soils shall be utilized for cover or construction activities, as approved by the Regional District.
- 2) The Regional District will accept Clean Soil materials usable as cover materials, Contractor personnel will be asked to assess soil upon arrival as to suitability as cover and advise the Regional District .

- 3) Clean Soil may be stockpiled in Regional District approved locations.
- 4) Clean soils will not be included in Tonnage Payment (Schedule 2).
- 5) Costs for pushing up clean soil materials if required shall be included in (Schedule 1 Flat Rate Cost for Base Operation Cost).

14.15 Operationally Beneficial Materials

- 1) Materials arriving or produced on-site that when mixed with soil are acceptable as cover (glass, tar and gravel, etc.) (**Schedule 1 Base Operation**) and **(Tonnage not included Schedule 2 Tonnage Fee)**.

WS-15 SPECIAL OPERATIONS

15.1 Operation of Small Vehicle Transfer Station (CMSL only)

- 1) The Regional District has constructed a Small Vehicle Transfer Station (SVTS) at the CMSL. Other sites may also initiate this program within the contract period. The purpose of the SVTS is to redirect small private vehicles away from the active face to a safer cleaner unloading environment.
- 2) The Contractor shall assist in the safe operation of this SVTS and maintain the SVTS in top working order.
- 3) Operation of the facility shall include:
 - a) provision of three (3) suitable container bins;
 - b) provision of a suitable means of transporting and disposing of the bin contents at the Active Face and returning bins to the SVTS;
 - c) directing small vehicle loads to the SVTS bin area and directing traffic at the facility where required by Regional District;
 - d) emptying the bins whenever they become full;
 - e) keeping the facility clean at all times;
 - f) washing down the pavement area at least once per week (seasonal); and
 - g) washing out the bins as required keeping them clean.

WS-16 ACCESS ROADS

- 16.1
 - 1) All design and construction of new roads, regardless of temporary nature or size, shall be pre-approved by the Regional District.
 - 2) The Contractor is responsible for helping vehicles when they get stuck on the roads and Tipping Pads and for any vehicle repairs, including flat tires, resulting from the Contractor failing to address roadway problems (e.g. debris on roadways) in a reasonable manner.

16.2 Access Road Construction (**Force Account Rate**)

- 1) As required, from time to time, the Regional District shall commission the construction by the Contractor or others of 10 metre wide permanent all-weather roads for vehicle movement from the main entrance road to the top edge of operating lifts. All permanent road construction must be preauthorized by the Regional District.

- 2) The Contractor shall construct temporary access roads and dump pads, with direction from the Regional District, with hog fuel or coarse gravel which can be stripped and stockpiled once the road becomes inactive. Temporary road design shall be based on the service life of the road and the amount of traffic anticipated using the road.
- 3) Temporary and permanent access roads shall be constructed using materials obtained from the designated on-site borrow areas or imported materials as required, at locations and grades as directed by the Regional District.

16.3 Temporary and Permanent Access Road Maintenance **(Flat Rate Cost Base Operation)**

- 1) The Contractor shall maintain all temporary and permanent access roads for vehicular movements on a regular basis. Such work shall include regrading, re-gravelling, cutting out and repair of soft spots, watering and re-compacting. Roads shall be regraded a minimum of once per year. Accumulations of mud will be graded or removed and materials applied (gravel, wood chips) to restore road integrity spread. The Contractor shall ensure by providing drainage as necessary, that the road and turning and dumping areas are maintained in a safe, clean state, free of mud and rubbish to the satisfaction of the Regional District.
- 2) All road damage incurred by Contractors equipment shall be repaired at the Contractors expense.

16.4 Snow Removal **(Schedule 1 Flat Rate Cost Base Operation)**

- 1) During winter operations, all active areas such as access roads, excavation cells, vehicular accessible areas and access roads snow accumulations shall be removed or piled in designated locations. All roads shall have sand or organic grind applied, as required, to provide for safe vehicle movement.
- 2) No snow shall be placed within berms or other earth fills. Snow accumulations in waste disposal areas are acceptable provided the snow is not incorporated into the landfill. Drifted snow adjacent to face berms shall be removed prior to filling against berms.

16.5 Dust Control **(Schedule 1 Flat Rate Cost Base Operation)**

Dust control is the responsibility of the Contractor. Care will be taken to minimize air particulate release during the processing, loading and pushing of materials and in extraction or placement of all cover materials. Watering of the roads and working areas and the application of dust suppressants shall be undertaken annually at a minimum and at the direction of the Regional District if required.

WS-17 SITE UPGRADING / MAINTENANCE

17.1 Site Drainage **(Flat Rate Cost Base Operation)**

- 1) The Contractor shall construct lifts, ditches and swales and other such surface drainage facilities in order to provide adequate drainage for all working areas and such that the drainage characteristics of the site are in accordance with the requirements of the Regional District.

- 2) The Contractor shall be responsible for removing debris and repairing drainage controls so as to prevent surface water erosion.

17.2 Contractor's Facilities

- 1) The Contractor shall supply and maintain on-site lunch and washroom facilities for their employees.
- 2) A repair shop and / or office may be erected by the Contractor at their own expense. If the Contractor does so, they must maintain the building in good repair, keep the interior and exterior clean and pay for all necessary utilities.
- 3) The Regional District accepts no responsibility for damage or vandalism of Contractors on-site structures.

17.3 Protecting Existing Survey Bench Marks, Groundwater Monitoring Wells, etc.

- 1) The Contractor shall be responsible for the repair and report to the Regional District immediately of damage to infrastructure; scales, signage, traffic control, lock block loading bays and safety railing, asphalt roadways, speed bumps etc. Damage resulting from operator actions shall be repaired immediately at the **Contractors expense**.
- 2) The Contractor is responsible for ensuring that existing survey bench marks, gas and groundwater monitors are not damaged during day-to-day operations at each landfill. Damage resulting from operator actions shall be repaired immediately at the **Contractors expense**.

17.4 Maintenance of Sedimentation Pond

- 1) Currently there are no Sedimentation Ponds on site. If developed within the Contract Term, the Contractor and the Regional District will negotiate and agree to a fixed price for the work.

WS-18 ENVIRONMENTAL MONITORING

- 18.1 Water quality monitoring of surface water, groundwater from on-site groundwater monitors, gas monitoring, geotechnical monitoring, temperature and settlement monitoring shall be conducted by the Regional District.
- 18.2 The Contractor shall become familiar with all monitoring locations, settlement monuments, and survey bench marks. Any facilities damaged by the Contractor due to negligence shall be replaced or repaired at the **Contractor's expense**.

WS-19 SALVAGE

- 19.1 In general, all materials deposited at the landfill sites are the property of the Regional District. Salvage operations shall be permitted only through agreements made with the Regional District prior to any salvage activities. The Contractor shall be responsible for enforcing this restriction and is strictly prohibited from salvage by themselves, their employees or others.
- 19.2 The Regional District will contract separately and outside of this Contract for salvage of recyclable materials at Regional District landfill sites.

- 19.3 The removal of top soil, cover material, sand, gravel or related material from the site is strictly prohibited and shall be permitted only through agreements made with the Regional District.

WS-20 SECURITY

- 20.1 The Contractor shall ensure the landfill access gate is locked at the end of each working day and ensure the gate is closed at all other times other than those hours designated for public access.
- 20.2 The Contractor shall be responsible for securing all the Contractor's equipment and supplies to prevent them from being stolen or vandalized, and for any additional security measures that they may deem necessary to secure the Site.

WS-21 SAFETY PROGRAM

- 21.1 Regional District administered landfills are multi-employer work sites and governed by the BC Industrial Health and Safety Regulations and Policies. The Regional District as the principal contractor is responsible for coordination of health and safety activities of all site employers. Regional District site safety rules and provisions related to operations activities at each landfill shall be observed by all site personnel, including but are not limited to: traffic control, personal protective equipment, response to fire, site operating hours, accident and incident reporting, summoning first aid, open excavations, and accommodation of other contractors and the public using or working on each landfill site.
- 21.2 During normal operations, the potential exists to puncture containers that could become explosive, release pockets of landfill gas under pressure, release fluids that could be contaminated, create surface subsidence by shifting refuse, and other types of hazards. Exposure to decaying waste is possible during this work. Exposure may also include possible contact with leachate, asbestos, inhalation of landfill gas, explosion, pathogenic bacteria, and others.
- 21.3 The Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive Safety Program that shall effectively incorporate and implement all required safety precautions. The program shall, as a minimum respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including without limitation any general safety rules and regulations of the Regional District and any Workers' Compensation or Occupational Health and Safety Legislation or regulations that may be applicable (e.g. WHMIS, TDG).
- 21.4 The Contractor shall provide a copy of the Safety Program to the Regional District prior to the commencement of the Work.
- 21.5 The Contractor shall assign an individual as the Job Site Safety Officer at each site and at all times during Work. The Job Site Safety Officer shall be responsible and authorized to supervise and enforce compliance with all safety regulations required in the performance of the Work. The Job Site Safety Officer shall have the delegated authority to order any of the Contractor's employees or Sub-contractors on the job site to follow the Safety Plan.
- 21.6 The Contractor shall inform all workers, sub-trades and their workers, and the public attending the job site through the course of the Work of the potential for the presence of methane, landfill gases, and other potentially hazardous waste and the importance of safety precautions to ensure the safety of all workers and the public. In particular, the Asbestos Exposure Control Plan and the no smoking policy shall be strictly enforced.

- 21.7 The Contractor shall be responsible for ensuring safety of all persons and property, (including employees, sub-trades and the public) on each landfill property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, provincial, and regional laws, and Regional District policies and procedures developed for landfill ordinances, codes, and regulations. Where any of these are in conflict the more stringent shall be followed.
- 21.8 The Contractor shall arrange regular staff safety meetings. Such meetings shall occur no less frequently than four (4) times per year. The Contractor shall record the minutes of such meetings and maintain a complete file for review by the Regional District and other appropriate authorities.
- 21.9 The Contractor shall supply and maintain, at the Contractors own expense, at his office or other well-known place at the site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities.
- 21.10 Accidents and Accident Reports
- 1) Except as otherwise agreed to in the Contract, the Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the Site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with applicable legislative and regulatory requirements.
 - 2) The Contractor shall promptly report in writing to the Regional District all accidents of any sort arising out of or in connection with the performance of the work whether on or adjacent to the Site, giving full details and statements of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the Contractor to the Regional District by telephone or messenger in addition to any reporting required under Provincial Laws and Regulations.
 - 3) If a claim is made by anyone against the Contractor or any Sub-Contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Regional District, giving full details of the claim.

WS-22 FIRE PREVENTION AND PROTECTION

- 22.1 The Contractor shall perform all work in a fire-safe manner. The Contractor shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the site adequate and proper fire-fighting equipment.
- 22.2 Neither the Contractor nor his employees shall smoke on landfill property at any time.
- 22.3 The Contractor shall be responsible for the protection from fire of landfill property as well as the immediately adjacent properties in as much as they may be affected by a fire during the Work or as a result of performing the Work. The Contractor shall construct and maintain fireguards of mineral soil or other approved materials in accordance with regulations from the Provincial government.

No fires whatsoever are permitted within the facility without the express authorization of the Regional District. The Contractor shall take all necessary and proper steps to see that the refuse and material disposed of in the facility is treated in such a manner as to prevent fire from breaking out at a landfill.

- 22.4 Any material required to smother out fires or to restore the surface of the Site to grade where subsidence was experienced due to a fire shall be transported, placed and compacted by the Contractor. **(Force Account Rate)**
- 22.5 The Contractor shall fill and maintain all water storage tanks on site on a 24 hour basis, from the 1st day of April until the 15th day of October.
- 22.6 The Contractor shall, in the event of fire in a landfill, operate his equipment as directed by the Regional District or Fire Department to control and extinguish the fire. In all cases where there is a fire on the Site, the Contractor shall make their equipment available for fire fighting purposes at **(Force Account Rate)**.

WS-23 EMERGENCY CALL OUTS

- 23.1 Before commencement of the Contract, the Contractor shall provide the Regional District with a list of at least two (2) names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract. At least one person on the list shall be available at all times outside of normal working hours. An updated list shall be issued by the Contractor whenever a change in call-out personnel or phone numbers is made.
- 23.2 Emergency Response
- 1) The Contractor or his appointed Supervisor shall respond to any emergencies at a landfill site, including but are not limited to break-ins, floods, fires, etc.
 - 2) The Contractor shall be prepared to man any on-site equipment and to provide labour as required by the Regional District.
 - 3) The Contractor shall be reimbursed for the equipment and labour at **Force Account Rates**.

COST & TECHNICAL PROPOSAL FORM

The Proponent offers to do force account work for the following rates for personnel and equipment. Equipment rates include wear and tear, operator, fuel, maintenance, profit and overhead. All proposed equipment shall be evaluated based on functional suitability, age and rate. Personnel rates include payroll cost of labour, all payroll burdens, room and board, and if applicable, overhead and profit. The cost of superintendents, timekeepers and other administrative and supervisory personnel and their vehicles are included in the overhead. It is understood that the equipment rate is inclusive of the operator and that the hours declared for a job requiring more than one piece of equipment the total hours shall be divided according to work done. The Contractor understands that the RDOS may review these force account rates and require changes for good cause. Please include any other equipment offerings available but not specified in WS-6.

1. EQUIPMENT

Force Account Rates					
Equipment					
Equipment Description	Model / Year	Own (O) Sub (C)	Cab HVAC (Y/N)	Hourly Rate	Overtime Hourly Rate
Landfill Compactor (New Wheels)					
Dozer					
Loader					
Excavator (with thumb)					
Haul Truck					
Water Truck (Gallons)					
Roll-off Truck					

Note: No substitutions of the equipment listed in the Schedule of Prices documents will be permitted without the written consent of the Regional District.

2. PERSONNEL

Force Account Rates		
Personnel		
Name	Occupation	Hourly Rate

Contractor's Personnel

- 1) Manager: _____
Experience _____

Certification(s) _____
- 2) Superintendent: _____
Experience _____

Certification(s) _____
- 3) Other Personnel: _____
Experience _____

Certification(s) _____
- 4) Other Personnel: _____
Experience _____

Certification(s) _____

3. COST PROPOSAL

Schedule 1 (Flat Cost for Base Operation) calculates the Fixed Contractor Cost of providing the required administration, equipment, personnel, insurance, etc. regardless of tonnage received to operate the Sanitary Landfill as identified in the Work Specifications.

Schedule 1 Flat Rate Cost for Base Operation		
Landfill Site		Landfill Price / Year
1)	Campbell Mountain Sanitary Landfill (CMSL)	
2)	Oliver Sanitary Landfill (OSL)	

Schedule 2 Rate per Metric Tonne (MT) represents the additional costs incurred based upon the volume of tonnage received and costs incurred per MT to meet the requirements as identified in the Proposal Scope.

Schedule 2 Additional Rate per Tonne for Operation			
Landfill Site		Estimated MT/Yr. ^{1.}	Landfill Price / MT
1)	CMSL	40,000	
2)	OSL	9,000	

^{1.} Actual tonnages of each material and the total tonnage handled by the Contractor will likely differ. The tonnages are reported above only for evaluating on a uniform basis. The Regional District does not guarantee annual tonnages of each material actually received at the landfill.

Schedule 3 (Additional Unit Rates)

- 1) Indicates the cost to the Contractor to add or subtract Hours of Operation based on the Regional Districts Hours of Public Access. The cumulative reduction or addition of Public Hours of Access will be added to or deducted from the monthly Progress Payment.
- 2) Indicates the cost to the Regional District for the provision of hours exclusive to various Contractors to gain access to the Sanitary Landfill beyond the hours of Public Access. These hours are provided on a "request" basis to accommodate projects that require additional landfill access for timely economical project completion.

Schedule 3 Additional Unit Rates		
Description		^{1.} +/- Price per Hour
1)	Extended or reduced hours as a result of RDOS Public Hours of Operation change	
2)	Periodic (other contractor access requested)	

1. Minus price deductions apply only to 1) Public Hours of Operation reduced change

Schedule 4 (Berm Construction) Indicates the cost to the Regional District for the proponent utilizing on-site personnel and machinery to construct a lineal metre of a Face Berm as per the Work Specifications WS-11.

1. Actual metres constructed and the number stated may differ. The metres reported above are for evaluating on a uniform basis. The Regional District does not guarantee annual lineal metres actually constructed at the landfill.
2. Total Cost of Berm Construction (Estimated m. X Price/ Lineal m. = Total Cost).

Schedule 5 Indicates the Total Annual Estimated Cost for the Operation of the Site. This shall include the Flat Rate Base Cost (reflective of the cost to provide the service regardless of tonnages received), the Variable Tonnage Rate (reflective of the cost of managing materials for costs incurred to deal with refuse received at the site), and Berm Construction costs (reflective of the operational cost to construct Berms based upon lineal metres and Lift Height).

Schedule 4 Berm Construction			
Location	Estimated Metres/Annum 1.	Lineal Price/Metre	Total Cost 2.
Campbell Mountain Sanitary Landfill (CMSL) 3.4 m Lift	300 metres		
Oliver Sanitary Landfill (OSL) 2.4 m Lift	400 metres		

This Schedule does not reflect the Work Costs attributable to Force Account Work.

Schedule 5 Annual Estimated Cost				
Location	Base Price Schedule 1	Price / Tonne Schedule 2	Price / Metre Schedule 3	Total Per Annum
CMSL				
OSL				

4. TECHNICAL QUESTIONS

- 1) Please indicate the Qualified Professional and the methodology for certification of cab enclosures as per WS-6 EQUIPMENT, 6.5, 2.
- 2) Please indicate the methodology to be utilized to determine Compaction as per WS-9 REFUSE UNLOADING, COMPACTION AND MONITORING, 9.10.
- 3) Please provide the methodology by which the volume of cover material will be tracked and the format for tracking as per WS-10 COVER, 10.1 Waste to Cover Ratio.
- 4) Please indicate the additional cost, if any, of staffing to provide for WS-1 REGULATIONS AND HOURS OF OPERATION, 1.4 Public Hours of Operation: c) Extra Hours Access.
- 5) Please indicate proposed ADC system to be employed, frequency and exemptions from deployment.

- 6) The Regional District is intending to remove contaminated wood products (painted, old furniture etc.) from the White Wood (Kiln Dried/Dimensional Wood Waste) stockpile. This material is then to be utilized as Alternate Daily Cover material. What is the best option to provide the public with a convenient separation option and the transportation of this material to the Active Face at the proposed Sites?
- 7) Please describe how fuel consumption will be tracked and reported as per 6. ENVIRONMENTAL REPORTING REQUIREMENTS.

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: SANITARY LANDFILL OPERATIONS SERVICES CAMPBELL MOUNTAIN/OLIVER			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal(s) received prior to closing		
	Site Manager & Operations Team identified		
	Methodology description		
	Subcontractor list		
	Reference List		
	Fee Estimates and Hourly rates provided		
	Confirmation of providing Performance Security		
	Environmental Reporting method		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	5	
	Experience of firm and project team members	5	
	Past Performance / References	10	
	Resources	10	
Proposal (30-50 points)	Scope	5	
	Methodology	20	
	Environmental Performance	3	
	Scheduling	2	
	Operations Team - Availability & Capacity	3	
	Clarity of Proposal	2	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (35% weight)	35	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least three staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) Qualifications of Contractor, Site Manager and Operations Team Members
Are they specialized and qualified in the nature of the project work?
- (ii) Experience of Contractor, Site Manager and Operations Team Members
Has the group completed similar projects during the last three years? Do the assigned team members have experience with similar operations?
- (iii) Past Performance
Is the Contractor's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the Contractor consistently maintain a clean, organized site and perform all operations?
- (iv) Resources
Does the Contractor have ample resources (e.g. staff, equipment, etc.) to apply to this Operational contract?

Proposal Evaluation

- (i) Scope
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and operational objectives?
- (ii) Methodology
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the work?
- (iii) Environmental Performance
Has the Contractor taken environmental factors into consideration with general operations of the work. Does the Contractor have corporate environmental policies or priorities?
- (iv) Scheduling
Does the Proposal indicate that the operations will begin on schedule? Will all equipment and personnel be available?
- (v) Operations Team
- (vi) Clarity of Proposal
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) Total Price
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. "green benefits" such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).
- (vi) If acquisition of the alternative product, at the higher cost, is approved purchase the alternate product; if not purchase the conventional product.

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

NOTICE TO PROCEED

To:

(Contractor)

(Address)

The Regional District of Okanagan-Similkameen hereby gives you notice that you are to proceed with performance of the Contract for:

SANITARY LANDFILL OPERATIONS CAMPBELL MOUNTAIN AND/OR OLIVER

Date of Notice to Proceed:

(Public Works Manager)

(Date)

Notice Received / Acknowledged:

(Contractor)

(Date)

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

SANITARY LANDFILL OPERATIONS

CAMPBELL MOUNTAIN AND/OR OLIVER

GENERAL CONDITIONS

GC-1 DEFINITIONS

- 1.1 Wherever the words herein defined, or pronouns used in their stead, occur in these Contract Documents, they shall have the meaning here given, unless the context requires a different meaning.
- 1.2 **CONTRACT DOCUMENTS** shall mean the documents that a contract comprises, including plans and/or drawings, specifications, all addenda, modifications and changes, together with any other items stipulated as being specifically included.
- 1.3 **CONTRACTOR** shall mean and include, irrespective of sex or number in the party or parties of the second part as named in the Contract, the individual, firm, co-partnership, or corporation and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individuals, firm, co-partnership, or corporation of his, their or its surety under the Contract bond, constituting one of the principals in the Contract and undertaking to perform Work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.
- 1.4 **CHANGE ORDER** is a written communication issued by the Public Works Manager, with the agreement of the Contractor, setting forth the authorized amount to be added to or deducted from the Contract Price on account of changes in the Work ordered by a Field Order.
- 1.5 **CONTRACT PRICE** shall mean the amount of the Contract as shown in the Proposal Submission and in the Contract Documents.
- 1.6 **REPRESENTATIVE** shall mean the Public Works Manager or any such Person duly authorized and appointed by the Regional District to act for the purposes of this Contract.
- 1.7 **EQUIPMENT** shall mean anything and everything except Persons used by the Contractor in performance of the Work and except Material as defined herein. It includes all tools, implements, machinery, vehicles, structures, and other things required for the execution of the Work, and provided by the Contractor.
- 1.8 **FIELD ORDER** is a written communication from the Public Works Manager to the Contractor ordering changes in the Work, clarifying the Contract Documents, issuing additional instructions or requesting information.
- 1.9 **MATERIAL** includes all materials and commodities required to be furnished under the Contract for the Work except those specifically provided for otherwise in the Contract Documents.

- 1.10** **OTHER CONTRACTOR** wherever used in these documents means any Person or firm or corporation employed by the Regional District on the Site of the Work other than through the Contractor.
- 1.11** **PERSON** means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.
- 1.12** **PUBLIC WORKS MANAGER** shall mean the Public Works Manager of the Regional District of Okanagan-Similkameen.
- 1.13** **REGIONAL DISTRICT** or **PARTY OF THE FIRST PART** shall mean the Regional District of Okanagan-Similkameen.
- 1.14** **SITE** shall mean the work site or facility operated and/or owned by the Regional District of Okanagan-Similkameen.
- 1.15** **SUPERINTENDENT** shall mean an employee or representative of the Contractor who is specifically authorized to be in full charge of the Contractor's operations at the Site of the Work and is so designated to the Regional District in writing.
- 1.16** **SUPPLY** or **PROVIDE** shall mean supply and pay for or provide and pay for.
- 1.17** **WORK** shall mean the entire Work, including Materials, labour, Equipment, transportation or other facilities or items ancillary to the foregoing, required to be done, furnished and performed by the Contractor to complete the Contract, in accordance with the Contract Documents.

GC-2 LOCAL CONDITIONS

- 2.1** The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality and practicality of the Work and of his methods of procedure.
- 2.2** No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

GC-3 REPRESENTATIVE'S STATUS

- 3.1** The Representative will be the Regional District's inspector during the period of operation and will observe the Work in progress on behalf of the Regional District for the dual purpose of ensuring that the Contractor maintains the Work in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Documents.
- 3.2** If, at any time, the Representative is of the opinion that there exists a danger to life or to property, he may order the Contractor to stop Work or to take such remedial measures as he considers necessary.
- 3.3** The Contractor shall obey such orders immediately. Neither the giving nor the carrying out of such orders thereby entitles the Contractor to any extra payment.

GC-4 SUPERVISION AND LABOUR

- 4.1** The Contractor shall employ a competent Superintendent and/or necessary assistants who shall be in attendance at the Site at all times while Work is being performed.

- 4.2** The Contractor shall Provide a competent Superintendent. The Superintendent shall be qualified in Management of Landfill Operations (MOLO). The Regional District requires that the Contractor's Superintendent shall have attended and obtained certification in a suitable course on Landfill operations no later than six (6) months from the commencement of the contract. The cost of such training shall be at the Contractor's expense.
- 4.3** The Superintendent shall be satisfactory to the Regional District and shall be the person named in the Contract's schedule of supervisory personnel in the Proposal and shall not be changed except for good reason and only then after consultation with and agreement by the Regional District.
- 4.4** The Superintendent shall represent the Contractor at the Site and directions given to him by the Regional District shall be held to have been given to the Contractor.
- 4.5** The Contractor shall comply with the requirements of the British Columbia Employment Standards Act and the Workers' Compensation Act, and all other federal and provincial legislation regarding wages and labour regulations.

GC-5 ASSIGNMENT OF CONTRACT

- 5.1** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District.

GC-6 CONTRACTOR'S FAILURE TO PERFORM

- 6.1** In case the Contractor shall fail in the due performance of any part of this Contract Agreement, or shall become bankrupt or insolvent or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy or relet or sublet the residue of any other portion or part of this Contract Agreement, without the permission in writing of the Regional District, it shall be lawful for the Regional District upon such conditions as it shall see fit, or from time to time to engage workmen and provide such material, implements and apparatus or to take possession of and use the machines, tools and apparatus of the Contractor in completing the Works and employ the same in such manner as the Regional District may think necessary and proper for completing the Works or any part of them, without rendering the Regional District liable for any loss which the Contractor may sustain by reason of such possession and use.
- 6.2** Any loss, damage or deficiency that may in consequence arise shall be paid or deducted out of any monies retained by the Regional District on account of any Work previously performed by the Contractor and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Contractor.

GC-7 ENFORCEMENT OF WORK

- 7.1** Upon breach by the Contractor of any term or covenant hereof, the Regional District retains the right to terminate the Contract Agreement, or to do Work not properly carried out by the Contractor provided the Contractor has first been given seven (7) days notice thereof and has failed in such time to do the Work properly or to remedy the breach.

GC-8 CHARACTER OF WORKMEN

- 8.1** All workmen must have sufficient knowledge, skill, and experience to perform properly the Work

assigned to them and be tactful and courteous in dealing with the public.

- 8.2** Any foreman or workman employed by the Contractor or Subcontractor who, in the opinion of the Regional District, does not perform his Work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner, shall, at the written request of the Representative, be removed from the Site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the Representative.

GC-9 INDEMNITY

- 9.1** The Contractor shall indemnify and save harmless the Regional District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him, and/or the Regional District, by reason of any act or omission or alleged act or omission of the said Contractor, his agents, employees, or Subcontractors in the execution of the Work.

GC-10 PERMITS AND REGULATIONS

- 10.1** The Contractor shall, at his own expense, procure all permits, certificates and licenses required for the execution of the Work and shall comply with all federal, territorial, provincial, and local laws and regulations, affecting the execution of the Work, save insofar as the Contract Documents specifically provide otherwise.

GC-11 INJURY OR DAMAGE

- 11.1** The Contractor shall use due care and take all necessary precautions to ensure the protection of Persons and property and shall comply with the provisions of the Workers' Compensation Act of the Province of British Columbia. The Contractor shall be liable for any and all injury or damage which may occur to Persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workmen, or agents.
- 11.2** The Contractor shall, without further order, maintain at all times during the progress or suspension of the Work, suitable barricades, fences and signs as are necessary to ensure the safety of the public and those engaged in the Work.
- 11.3** Notwithstanding the provision of Section GC-6, in an emergency affecting the safety of life, or of adjoining property, the Contractor, without the necessity of authorization from the Representative, shall act in a reasonable manner to prevent loss or injury.

GC-12 CHANGES IN THE WORK

- 12.1** The Regional District may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract. The value, if any, of such changes shall be taken into account in ascertaining the final amount of the Contract Price. All such Work shall be executed under the conditions of the Contract.
- 12.2** No extra work shall be carried out and no change shall be made, unless pursuant to a Field Order and no payment for extra work shall be made unless authorized by a Change Order.
- 12.3** If the Contractor claims that any instruction by drawings, or otherwise, involves extra costs under this Contract, he shall give the Representative written notice thereof immediately, and he shall then follow the Regional District's instruction regarding doing the Work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved it shall be paid.
- 12.4** The value of the changes in the Work due to differences between actual measured quantities and

Approximate Quantities shown in the Proposal shall be determined by the Unit Prices named in the Proposal. No Change Order is required.

12.5 The value of the change in the Work due to the addition or deletion of Work shall be determined by the Unit Prices named in the Proposal. A Change Order is required.

12.6 When there is a change in the Work not covered by Contract Unit Prices, the value of such a change shall be determined either by an agreement on a lump sum in each instance between the Regional District and the Contractor, or on a cost basis in accordance with the following provisions. A Change Order is required:

- a) Labour and Equipment at rates named in the Schedule of Force Account Rates in the Proposal; and Materials at the Contractor's cost F.O.B. job Site (as established by invoices) plus 20% or
- b) on a cost basis as follows:
 - i) payroll cost of labour which shall be defined as direct wages and salaries for the hours worked, plus 20% to cover Workers' Compensation, Employment Insurance, Holiday Pay, Statutory Holidays and other valid payroll burdens;
 - ii) plus, the Contractor's cost of providing room and board for labour, if room and board is normally provided by the Contractor on the project;
 - iii) plus, the Contractor's cost for Materials F.O.B. the Site less trade discounts, as established by invoices;
 - iv) plus 20% fee on the sum of items i) ii) and iii) to cover overhead, use of small tools and profit. Overhead includes the cost of Superintendents, time keepers and other administrative and supervisory personnel and their vehicles and other costs;
 - v) plus, the rental of Equipment for the hours worked, at locally accepted rates or at current provincial or territorial rates, for complete Equipment units including operator, fuel, grease, maintenance and such costs as are normal to an operating unit;
 - vi) plus 10% mark-up on (v) to the Contractor (but not to a Subcontractor) provided the Contractor does not own the Equipment;
 - vii) plus, valid transportation costs for Equipment specifically required for the change in the Work, but with no mark-up.
- c) the choice between a) and b) shall be made by the Regional District, at its sole discretion.

12.7 When Work is being done on a cost basis the Contractor shall be paid for Work performed by his direct Subcontractors; the cost for Subcontractors, determined as in 12.6 above, plus 10% to cover the Contractor's coordination.

12.8 When Work is being done on a cost basis, the Contractor shall submit to the Representative daily, an account in triplicate for Work done on the preceding day. The account shall include the man hours, equipment hours and Materials used. The Representative shall, each day, check the account, and if it is numerically correct, he shall sign the three copies and return one signed copy to the Contractor. Only those items which are eligible in accordance with these specifications shall be certified for payment by a Change Order.

12.9 If on the day, the Contractor fails to submit an account of Work done on a cost basis, the Representative shall prepare the account, and this shall be used as the basis for payment for that portion of the Work, and no payment will be made for any account subsequently submitted by the Contractor for that portion of the Work.

12.10 Neither the Contractor nor the Regional District shall have the right to terminate the Contract or

be liable for any failure or delay to perform its obligations, if such default results from any Act of God; i.e. fire, flood, severe storm, etc., or any insurrection, war, civil unrest, or other cause beyond such party's reasonable control.

GC-13 PAYMENT

- 13.1** The Regional District will, upon receipt of application (monthly invoice) for payment from the Contractor by the fifth (5th) of the month following that for which payment is claimed and advice from the Representative ensuring that the Work has been satisfactorily carried out, pay the Contractor in accordance with Section GC-13, 13.2 on or before the twentieth (20th) of the month following in which the Work was undertaken.
- 13.2** For the purpose of GC 13.1, the payment amount shall be equal to; the base contract price divided by twelve (12) months and the monthly; unit rate, force account and tonnage charges.

GC-14 PAYMENT WITHHELD

- 14.1** The Regional District may withhold or nullify the whole or part of any payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:
- (a) That the Contractor is not performing the Work satisfactorily.
 - (b) That defective Work is not being remedied.
 - (c) That there are affidavits (or an affidavit) or claim of lien, or liens (or a lien) filed against the lands and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) or claim of lien or of filing or registration of liens (or a lien).
 - (d) That the Contractor is failing to make prompt payments caused by the Contractor to anyone employed on the Site or in connection with the Work.
 - (e) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the Site or in connection with the Work.
- 14.2** Where Subcontractors or suppliers of Material are not receiving prompt payment, the Regional District may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

GC-15 REMOVAL OF LIENS

- 15.1** The Contractor shall forthwith remove at his own expense all affidavits of claim of lien, or liens, filed or registered against the lands and premises, probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien) and the Contractor shall indemnify and save harmless the Regional District from liability arising out of any such affidavit or affidavits of claim of lien.

GC-16 COMPLETION AND ACCEPTANCE

- 16.1** On completion of the operation, all portions of the Work shall be gone over carefully by the Contractor who shall satisfy himself that every item has been completed, and that the whole Works are in a clean and tidy condition, and ready in all respects for acceptance by the Regional District. The Contractor shall, by writing to the Representative, request that a final inspection of the Works be carried out.
- 16.2** On receipt of a written recommendation from the Representative, subject to his acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract Agreement save for those which cannot be performed until after the Notice of

Acceptance has been issued, will issue the Notice of Acceptance. Such recommendation will only be made by the Representative following:

- (a) The final inspection of the Works and rectification by the Contractor of all job deficiencies.
- (b) The submission to the Representative by the Contractor of a written statement that all claims and amounts of the Contractor for extra Work, or otherwise in connection with the Contract Agreement, have been presented in writing to the Representative.

16.3 If the Contractor considers that for reasons beyond his control all job deficiencies cannot be rectified promptly, he may in writing request a partial acceptance of the Works. Such a written request must be submitted to the Representative, but shall not be submitted to or considered by the Representative until the statement referred to in (b) above has been submitted. Subject hereto, the Representative will consider the request and will make such recommendation thereon to the Regional District as he shall in his absolute discretion think fit.

16.4 The Regional District will consider the Representative's recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Regional District will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

GC-17 WORKERS COMPENSATION COMPLIANCE

17.1 The Contractor shall, during the term of this Agreement, show proof of payment of claims in good standing with the Worksafe BC.

GC-18 INSURANCE

18.1 The Contractor shall provide, maintain and pay for the following insurance policies, providing coverage to the Contractor and any Subcontractor performing Work provided by this Contract Agreement:

- a) Comprehensive General Liability Insurance;
- b) Automobile Liability Insurance.
- c) Contractor Equipment Insurance

18.2 Comprehensive General Liability Insurance

- a) The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death, and damage to property including the loss of use thereof and shall include coverage for;
 - (i) premises, activities and operations liability
 - (ii) blanket contractual liability
 - (iii) cross liability
 - (iv) contingent employer's liability
 - (v) owners and contractors protective
 - (vi) occurrence basis property damage
 - (vii) broad form property damage
 - (viii) employees as insureds
 - (ix) personal injury
 - (x) broad form loss of use
 - (xi) non owned automobile liability
- b) Employees shall be included as additional insureds.

- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement. The policy shall be endorsed to provide the Regional District with not less than thirty (30) days, by registered mail, notice in advance of cancellation, termination, or Material alteration.
- d) The policy shall include the Regional District of Okanagan-Similkameen as an Additional Named Insured.
- e) Providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any Person(s) or because of damage or destruction of property caused by an occurrence or accident arising out of or related to the Work or any operations carried out in connection with this Contract;
- f) Including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- g) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

18.3 Automobile Liability Insurance

- a) The Contractor shall provide and maintain Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five million dollars (\$5,000,000) inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence
- b) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement or until total completion of the Work or such longer period as may be specified by the Regional District.

18.4 Contractor's Equipment Insurance

All Risks Insurance for loss or damage to all Contractor's Equipment, owned, leased or for which the Contractor may otherwise be responsible for and used or to be used in the performance of the work. The insurance shall be for an amount not less than the replacement cost value of the Equipment. In the event of loss or damage, the Contractor shall, if so requested by the Regional District, forthwith replace such lost or damaged Equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the Regional District of Okanagan-Similkameen.

Each and every policy insuring Contractor's Equipment to be used on this project shall contain the following clause:

"It is agreed that the right to subrogation against Regional District is hereby waived."

18.5 Failure to Provide

- a) If the Contractor fails to do all or anything that is required of it with regard to insurance, and any monies expended by the Regional District shall be repayable and recovered from the Contractor.
- b) The Contractor expressly authorizes the Regional District of Okanagan-Similkameen to deduct from any monies owing the Contractor, any monies owed by the Contractor to the Regional District of Okanagan-Similkameen .

18.6 Non-Payment of Losses

- a) The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the insurance requirements of this Agreement, with respect to the liability of the Contractor otherwise.
- b) Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account

18.7 Insurance Companies

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

GC-19 TAXES AND TARIFFS

19.1 The Contractor shall be responsible for payment of any of the following:

- (a) Unemployment Insurance
- (b) Canada Pension Plan
- (c) Income Tax
- (d) Health and Welfare Benefits
- (e) Overtime
- (f) Vacation Pay
- (g) Licenses
- (h) Permits
- (i) Goods and Services Tax
- (j) Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of an employee.

GC-20 INSPECTIONS OF WORK

- 20.1** The Representative may, at any time, inspect the Contractor's performance of the Work and for that purpose may enter into any place or premises where the Contractor is undertaking the Work to carry out inspections of the Work and to review whether the service supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract Documents.
- 20.2** If, in the opinion of the Representative, the Contractor is not meeting the requirements of the Contract Documents, then on written notice from the Representative, the Contractor will proceed without delay to institute corrective measures.
- 20.3** The Representative is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring the Work is being performed in full conformity with all terms and conditions of the Contract Documents.

GC-21 PATENTS AND/OR COPYRIGHTS

- 21.1** The Contractor shall indemnify and hold and save harmless the Regional District, its officers, agents, servants and employees, from all claims, debts, demands, suits, actions and causes of action, and liability of any nature or kind, and including all costs (including all actual legal costs) and expenses, for or on account of any claim brought by any Person including any Subcontractor

for breach of copyright, patent or other intellectual property right arising from or relating to the Contractor's performance of the Work.

- 21.2** Documents require or specify any process, equipment or Work method that infringes on any third party's intellectual property rights then, as part of the cost of the Work, the Contractor shall pay all royalties, patent, license fees or other fees required for the use of such rights. If the Contractor fails or refuses to pay such fees, or fails or refuses to meet its indemnification obligations as set out in this paragraph, then the Regional District may deduct and set off any amount the Regional District may be liable to pay from any payments owing to the Contractor under this Contract.

GC-22 CONTRACTOR'S RECORDS

- 22.1** The Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:
- a) The Contractor shall maintain all ledgers, books of accounts, invoices and cancelled cheques, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District, for a period of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract;
 - b) Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Representative. Copies of such documents shall be provided to the Representative for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.
- 22.2** If the Representative has reason to believe that such records or document may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

GC-23 DISPUTE RESOLUTION

- 23.1** The Public Works Manager shall, in the first instance, be the interpreter of the requirements of the Contract Documents.
- 23.2** In the event of any Dispute, which shall be any disagreement or misunderstanding between the Public Works Manager and the Contractor after initial attempts at resolution, either party shall provide the other with a written summary of the Contract question(s) at issue and the redress sought. Within fourteen (14) calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.
- 23.3** If a party does not give any written response to the written communication then the communication will be deemed to have been accepted by the receiving party.
- 23.4** If there is an exchange of communication and issues remain unresolved, both parties shall:
- a) make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
 - b) provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

- 23.5** If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute shall be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be Penticton, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- 23.6** The Contractor shall not delay any of the Work of the Contract on account of any dispute, negotiation or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

Draft General Conditions

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6 , 2017

RE: Award of Contract for Oliver Sanitary Landfill Operations Services

Administrative Recommendation:

THAT the Board of Directors approve the award and execution of a five year contract for operations at the Oliver Sanitary Landfill to B&B Group Ventures Inc. as described in the "Sanitary Landfill Operations Services" Request for Proposals.

Reference Documents:

Regional District of Okanagan-Similkameen Request for Proposals "**Sanitary Landfill Operations Services Campbell Mountain and Oliver " Feb 22, 2017** (Schedule "A")

In accordance with the Purchasing and Sales Policy, the Regional District Board shall approve all purchases over \$50,000.

History:

Oliver Sanitary Landfill (OSL) is located on SIBCO Landfill Road approximately six kilometres southeast of the Town of Oliver, B.C. The landfill has an estimated total area of 13.8 hectares and has operated since 1979. The OSL currently operates under Operational Certificate (OC) No. 15280. The OSL is approved for the management of recyclable materials and the disposal of municipal solid waste, including other wastes authorized by the Ministry Director, at a maximum rate of 12,000 tonnes buried per year.

Alternatives:

The Regional Board may award a Contract to an alternate Contractor.

Analysis:

The RFP was advertised on BC Bids, Civicinfo and the RDOS Web Page. Three proposals were received by the closing time on March 22nd, 2017. The evaluation team consisted of Public Works Staff members.

Company	Technical Evaluation Matrix 65 Points	Cost Evaluation Matrix 35 Points	Total
B&B GROUP VENTURES INC.	63	30	93
WHISSELL CONTRACTING LTD.	56	34	90
WILDSTONE CONSTRUCTION & ENGINEERING LTD.	51	35	89

In 2017, the Budgetary allocation for the Oliver Landfill Operations Contractor is \$256,000. The estimated annual cost as proposed is \$258,410. The B&B Group Ventures proposal slightly exceeds the current annual budgetary allocation however given the new contract does not begin until June 1, the 2017 allocation will be sufficient.

The proposal from B&B Group Ventures was the highest proposal of the three received. The proposal final number was based upon a base cost for the contract plus several items of variable costs. The difference between the base costs proposed by the first and second proponent was only a few thousand dollars. The unit prices proposed by B&B Group Ventures were more favorable for the varied costs.

Staff is recommending B&B Group Ventures as the successful proponent based upon the company experience, technical knowledge and an exemplary five-year record at the Oliver Site. The B&B operations staff has significant experience managing landfills in the South Okanagan and across the Province. The public often complements the Oliver Landfill site on its tidiness and organized operation by B&B Group Ventures including snow removal, dust control and litter control. B&B Group Ventures Inc. has committed to continuing and augmenting current and newly required management practices and equipment upgrades.

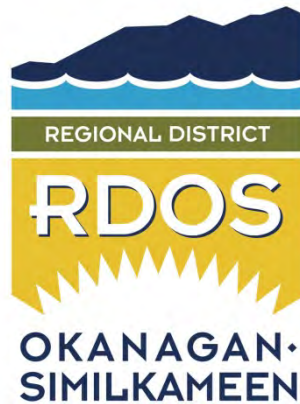
Staff recommends that the Board endorse the selection of B&B Group Ventures Inc. for a contract period of five years with an allowable extension up to an additional five years.

Respectfully submitted:

Endorsed by:

Don Hamilton
D. Hamilton, Solid Waste Facilities Supervisor

Liisa Bloomfield
L. Bloomfield, Acting Public Works Manager



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

SANITARY LANDFILL OPERATIONS SERVICES

CAMPBELL MOUNTAIN AND/OR OLIVER

February 22, 2017

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
SANITARY LANDFILL OPERATIONS SERVICES
CAMPBELL MOUNTAIN AND/OR OLIVER**

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**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
SANITARY LANDFILL OPERATIONS SERVICES
CAMPBELL MOUNTAIN AND/OR OLIVER**

DEFINITION

“Addenda” means all additional information regarding this RFP including amendments to the RFP;
“Agreement” or **“Contract”** means the written agreement resulting from the RFP executed by the Regional District and the Successful Proponent;
“must” or **“mandatory”** or **“shall”** means a requirement that must be met in order for a proposal to receive consideration;
“Proponent” means the responder to this RFP with the legal capacity to contract;
“Proposal” means a written response to the RFP that is submitted by a Proponent;
“Regional District” means the Regional District of Okanagan-Similkameen;
“Request for Proposals” or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;
“should” or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement
“Work” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen is requesting submission of Proposals from qualified Landfill Operations Contractors to perform operation services for the Campbell Mountain (Penticton) and Oliver Sanitary Landfills in accordance with the listed specifications and in conformance to the British Columbia Ministry of Environment requirements.

1.2. BACKGROUND

Campbell Mountain Sanitary Landfill Site (CMSL) (Penticton)

The CMSL is located on District Lot 368, Similkameen Division of Yale District (S.D.Y.D.) and is situated approximately 4.5 km northeast of the City of Penticton, B.C. The Site has an estimated total area of 59.5 hectares and a landfill footprint of approximately 10 hectares. Landfilling operations at the Site began in 1972. The Site currently operates under Operational Certificate (OC) 15274 updated January 1, 2015. CMSL is approved for the management of recyclable materials and the disposal of municipal solid waste and other wastes authorized by the Ministry of Environment at a maximum rate of 50,000 tonnes per year.

SANITARY LANDFILL OPERATIONS SERVICES for CMSL AND/OR OSL
REQUEST FOR PROPOSALS
February 22, 2017

The Site receives waste from the City of Penticton and the surrounding area including Okanagan Falls, Kaleden, West Bench, Sage Mesa, Husula, Naramata, Red Wing, portions of Lakeshore Highlands, all of Areas B, D, E, F, G, Village of Keremeos, Penticton Indian Band, Upper and Lower Similkameen Indian Bands, and portions of Heritage Hills.

The total tonnage for which the Contractor was paid between June 2015 and May 2016, was 40,897 M.T. The total Contract amount paid to the Contractor for the year 2016, was \$668,203.

Oliver Sanitary Landfill (OSL)

The OSL is located on SIBCO Landfill Road, Oliver, B.C. on a portion of Lot 954, Plan 14590, District Lot 2450s, SDYD; approximately six kilometres southeast of the Town of Oliver, B.C. and has an estimated total area of 13.8 hectares. The OSL has been operating for 36 years, from 1979 onward. The OSL currently operates under Operational Certificate (OC) No. 15280. The OSL is approved for the management of recyclable materials and the disposal of municipal solid waste and other wastes authorized by the Ministry of Environment at a maximum rate of 12,000 tonnes per year.

The total tonnage for which the Contractor was paid between June 2015 and May 2016, 10,568 M.T. The total Contract amount paid to the Contractor in the year 2016, was \$229,434

1.3. SUPPORT MATERIALS

The following documents are available by request to possibly assist in proposal preparation. Please send an email to Judy Burton at jbarton@rdos.bc.ca to request the documents.

- Ministry of Environment Operational Certificates CMSL 15274 & OSL 15280
- 2015 Annual Report for Campbell Mountain
- 2015 Annual Report for Oliver
- Oliver DOC Plan
- Campbell Mountain DOC Plan
- RDOS Fees and Charges Bylaw
- RDOS Sanitary Landfill Regulatory Bylaw

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

The RFP seeks qualified Proponents for the operation of the Oliver and Campbell Mountain Sanitary Landfill Sites. Proponents must submit a single proposal for each site, a Proponent that desires to submit a Proposal for the operation of both sites should indicate any efficiencies and cost savings separately within their proposals for comparative purposes.

Proposals will be accepted in hardcopy and/or by email. If submitting by hardcopy please enclose three (3) copies.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Liisa M. Bloomfield, P. Eng., PMP
Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

AND/OR

The Proposals, including the name and address of the Proponent and the RFP program title, should be emailed to the following:

Liisa M. Bloomfield at Lbloomfield@rdos.bc.ca

Proposals must be received on or before the **Closing Time** of:

**TIME: 3:00 PM local time
DATE: Wednesday, March 22nd, 2017**

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy.

Fax: 250.492.0063 Attention: Liisa M. Bloomfield

Email: Liisa M. Bloomfield at Lbloomfield@rdos.bc.ca

Hard copy: **Liisa M. Bloomfield, P. Eng., PMP**
Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9

It also is the Proponent's sole responsibility to ensure their revisions were received, at the fax, e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum. Any questions regarding this RFP must be submitted at least seven (7) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Don Hamilton, Solid Waste Facilities Supervisor
Public Works
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9
Fax: (250) 492-0063
Email: dhamilton@rdos.bc.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

2.3. SITE MEETING or PRE-PROPOSAL MEETING

No site meeting or pre-proposal meeting is scheduled.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal.

3.2. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.3. PROPOSAL EVALUATION

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix C contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix C, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.4. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.5. CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.6. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure.

3.7. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.8. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.9. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract

3.10. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contract Agreement provided in Appendix D. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.11. PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-contractor(s) that will be involved in the project.
- Site Manager: The Proposal shall identify the proposed site manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/her position and professional certification. Describe the work to be performed by the site manager and his/her qualifications and substantive experience directly related to the proposed Work.
- Proposed Operations Team: The Proposal shall list key individuals including the site superintendent and sub-contractor(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of certifications and substantive experience directly related to the proposed Work.

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the Regional District."

- **Methodology:** The Proposal shall contain an outline of strategies and skills that will be used to meet expectations, schedule, and quality contained in the RFP. How will the environmental aspects be managed? Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternatives, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- **References:** The Proposal shall contain no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.

3.12. SUB-CONTRACTORS

The Proposal shall include the company name of all subcontractors proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors prior to acceptance of the Proposal.

3.13. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.14. SAFETY REQUIREMENTS

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual. Prior to any onsite work, the Contractor will provide their Health and Safety Manual to the Regional District.

3.15. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

3.14 PERFORMANCE SECURITY

The successful Proponent will be required to provide a performance bond or irrevocable letter of credit for 4 (four) months of the cost of the value of the management and operations fee for the first year. In the Proposal, **the Proponent shall indicate their ability to comply with this requirement.**

The monies shall be retained for various purposes of the Regional District, including maintenance of a lien fund, along with any other deductions from each payment to the Contractor which may be warranted or may be required in accordance with the conditions for the fulfillment of the Contract and shall be retained for sixty (60) days after the completion of the Contract. Once the scope of work is complete to the satisfaction of the Regional District, the security will be released without interest.

4. SCOPE OF WORK AND SCHEDULE

4.1. STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the operations. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in Appendix A of this RFP.

4.2. SCHEDULING

The proposed timeline for the procurement and award process:

RFP Release with Draft Contract	February 22 nd , 2017
Proposals due	March 22 nd , 2017
Regional Board Endorsement	April 6 th , 2017
Begin Operations	June 1 st , 2017

The Proponent shall have all components of the Proposal complete and ready to commence the work no later than Thursday, June 1st, 2017.

All Equipment and personnel as presented in the Proposal must be available for the commencement of the Work

4.3. TERM

Should the RDOS choose to enter into a Contract Agreement, the effective term of the Contract will be for a 5 (five) year period to commence June 1st, 2017 and expiring May 31st, 2022.

The Contractor may request an extension to the Term of the Agreement provided a written request is received by the Regional District at a minimum ninety (90) days prior to the expiry of the Term and the request for extension reflects an up to five (5) year extension of the Term of the Agreement. The Regional District shall have the absolute and unfettered discretion in determining whether it wishes to consider entering into an Extension Agreement for a term not to exceed five (5) years.

5. FEES AND DISBURSEMENTS

A schedule of hourly rates for all personnel, equipment and other requested rates for the project shall be included in the Proposal.

Fee Estimates must include all applicable taxes, including but not limited to sales tax, custom duties and all other taxes on labour, services and equipment, save and except only the Federal Goods and Service Tax shall be included in the Proposal prices.

The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission in respect of Sanitary Landfill Operations, subject to increase on December 1 of each year during the term of the Contract of 1%. The increase shall also be adjusted by the amount obtained by multiplying such amounts by the percentage change in the "Transportation" component of the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12 month period if the percentage change is positive, any such increase in addition to the guaranteed 1% shall not exceed three percent (3%).

6. ENVIRONMENTAL REPORTING REQUIREMENTS

The Contractor is required to track all fossil fuel consumption for each calendar year throughout the entire duration of the Contract. The Contractor shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year's usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request the Regional District will supply a sample template for reporting fuel use.

The Proposal shall describe how the Contractor will meet this requirement.

7. INSURANCE

The Contractor shall, without limiting its obligations or liabilities under this contract, procure and maintain at its own expense and cost, the insurance policies listed in General Terms GC -18, Insurance and Indemnity Requirements. The insurance policies shall be maintained continuously from the date of commencement of the work provided under this Contract until the Regional District certifies in writing completion of the work. To expedite the award of the contract, Contractors must provide proof of the required insurance with their proposal.

8. BUSINESS LICENSE

The Contractor may be required to show proof of a valid business license prior to commencing work for each jurisdiction in which the work will take place.

WORK SPECIFICATIONS

WS-1 REGULATIONS AND HOURS OF OPERATION

- 1.1 The Sanitary Landfill(s) shall be operated in accordance with, and the Contractor shall carry out and obey every order and instruction given pursuant to:
- 1) BC Ministry of Environment (MoE) Environmental Management Act.
 - 2) BC Health Act.
 - 3) MoE Operational Certificates (OC's), Oliver 15280 and 15274 Campbell Mountain.
 - 4) The most current Regional District Waste Management Service Regulatory Bylaw and Fees and Charges Bylaw.
 - 5) Regional District of Okanagan-Similkameen Solid Waste Management Plan, as approved by the MoE.
 - 6) Guidelines in the latest edition of the BC Landfill Criteria for Municipal Solid Waste.
- 1.2 In the event of conflict in the above regulations, the Contractor shall bring any such conflict to the attention of the Regional District in writing who shall provide guidance as to the proper course of action after consultation with the appropriate regulatory agency.
- 1.3 The Contractor shall be responsible for all fines imposed by MoE or any other provincial or federal government agency or ministry as a result of its negligence or failure to operate the landfill as specified in these Work Specifications forming part of the Contract.
- 1.4 Public Hours of Operation:
- a) The Sanitary Landfill will require the presence of the Contractor during all hours wherein RDOS Staff are present at a minimum, on the days and during the hours indicated in the following table "Hours of Operation". The hours indicated are hours proposed commencing June 2017 (times may vary) proponents are asked to calculate base costs **Schedule 1**. on these hours. All future hourly changes +/- will be subject to the prices as per Cost Proposal, **Schedule 3, Item 1**).

<i>Hours of Operation</i>		
<i>Day</i>	<i>CMSL</i>	<i>OSL</i>
Mon.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Tues.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Wed.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Thurs.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Fri.	8:15 am - 5:00 pm	* 9:30 a.m. - 4:00 pm
Sat.	8:15 am - 5:00 pm	9:30 a.m. - 4:00 pm
Sun	** 8:15 am - 5:00 pm	Closed

* OSL hours will be from 11:30 a.m. during the months of January, February and December.

** CMSL will be closed to the public on all Sundays during the months of January, February and December.

b) Statutory Holidays

1) **OSL** with the exception of Easter Monday the OSL will be closed to the public on all other Statutory Holidays; i.e. New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

2) **CMSL** the Regional District intends to open CMSL to the Public during all Statutory Holidays occurring during the months of March through October.

The Contractor shall be in attendance at the CMSL and OSL on all Statutory Holidays which occur Monday through Friday to receive and process waste from Curbside Program haulers, with the exception of New Year's Day and Christmas Day.

c) Extra Hours Access

Haulers maintaining Extra Hours Access Agreements with the Regional District may access the Sites two hours prior to the Public Hours of Operation. Any loads delivered prior to Public Hours of Operation that are in violation of the Bylaw through contamination or containing prohibited or hazardous materials shall be left for inspection by Regional District Staff. (The presence of the Contractor is at the proponent's discretion as required to control litter, remove ADC, etc., this presence should be stated Appendix "B" 3. Technical Questions, 4)).

d) Purchase of Hours by the Public

Hours of Access to all sites may be purchased upon arrangement with the Regional District. The Regional District shall invoice the Purchaser for the Regional District and Contractor Hours. **(Schedule 3, Item 2)**

WS-2 EMPLOYEE PRESENCE, CONDUCT & CERTIFICATION

- 2.1 The Contractor shall have sufficient qualified personnel on duty at each landfill at all times during the hours of operation together with the necessary equipment required to:
- manage the receiving and disposal of Waste as per specifications;
 - monitor and maintain the Site; and
 - provide assistance to the public, commercial users and Regional District Staff at each landfill as required.

- 2.2 The Contractor and their employees and Sub-Contractors shall agree to maintain respectful relations with the public, Regional District Staff and those of other contractors in exercising their authority under this Contract.

The Contractor's subcontractors, employees, agents, or other representatives of the Contractor, while engaged in the work shall be courteous, refrain from loud or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

- 2.3 If any person employed by the Contractor to perform operation services is reported to the Regional District to be incompetent, disorderly, or otherwise unsatisfactory, the Regional District shall document the unsatisfactory conduct in writing to the Contractor as soon as possible after the incident with a request that such conduct be corrected. The Contractor shall investigate any written complaint from the Regional District regarding any unsatisfactory performance by any of its workers and initiate discipline as appropriate and provide written response of action taken to the Regional District.

- 2.4 The Contractor shall ensure that each employee directed to work at the Landfill Site in any role is well trained before starting and retrained when the work changes. Training in this capacity consists of, but is not limited to, ensuring the employee is knowledgeable in the full extent of their role, aware of all regulations, rules, and obligations pertinent to their role, aware of the Emergency Plan and all other documents developed for the operation of the Site, and aware of all required contacts, subcontractors, and Regional District Staff associated with the operations of the Site.
- 2.5 The Contractor shall provide Operations Personnel appropriately certified in:
- 1) Equipment Operation
 - 2) First Aid
 - 3) Landfill Operations such as SWANA (MOLO, LOB) or equivalent

WS-3 WORK BY CONTRACTOR

- 3.1 The Contractor shall have the use of existing on-site landfill facilities at no charge and shall not utilize the site for other business operations or for storage of equipment or material not used at each landfill. If the Contractor requires other buildings at the site, or extension of site services, upon approval, the Contractor shall be responsible for their supply, installation, servicing and removal at the termination of the Contract. The Contractor shall maintain any facilities used in a neat and sanitary condition.
- 3.2 The Contractor shall be permitted to undertake improvement projects at each landfill that it deems will make the operation more efficient or more attractive after being approved by the Regional District. Any such initiatives shall be carried out at the Contractor's expense.
- 3.3 The Work of this Contract to be performed by the Contractor shall include all work necessary to properly operate each landfill and associated facilities in a manner acceptable to the Regional District and in compliance with applicable regulations and without adverse impacts on neighboring properties and residents in the area.

In general, the operation of each landfill shall include, but not be limited to the following tasks:

1. Ensure the access gate is closed and locked at the end of daily operations;
2. Directing and controlling traffic movements and the placement of appropriate signage and barricades to direct and control traffic movements;
3. Inspection of all loads deposited and notification to Regional District Staff of:
 - a) the unloading of loads deposited in recycling stockpile areas that contain contaminants and undesirable materials;
 - b) checking and ensuring that landfill customers deposit all controlled waste substances at the designated controlled waste area and operate the Controlled Waste Cell in accordance with established protocols and procedures.

Contractor must await staff presence to obtain pictures, in the absence of Regional District Inspector the Contractor must obtain pictures on a Regional District provided camera. The Contractor is responsible for cost to replace this equipment if damaged or lost due to Contractors actions

4. Operation, supervision and maintenance of storage areas and/or bins/bunkers for recycled materials including, but not limited to: metals, ODS units, tires, batteries, drywall, propane tanks, concrete, asphalt, asphalt shingles, masonry, wood and yard waste and e-waste.
5. Spreading, leveling and compacting waste to the required density.
6. Excavate cover soils from on-site borrow areas and stockpiles.

7. Blend, load, transport, spread, and place daily/intermediate cover materials.
 8. Supplying and applying alternate daily cover at the end of each appropriate working day.
 9. Applying soil over the entire active face at a minimum of once per week.
 10. Applying intermediate cover on the top of each lift.
 11. On-site excavation, transport, placement and compaction of soils for cover and construction of tipping areas.
 12. Maintaining access roadways to waste dumping, turning and tipping areas in good condition.
 13. Dust control on all roads and on active area of the landfill.
 14. Snow removal from all roads and operational areas of the landfill.
 15. Maintenance and service of all landfill equipment.
 16. Control, collect, dispose of and maintain litter control structures for all litter on the site, at the entrance gate and along the public roadways approaching site.
 17. Maintain on-site drainage works through periodic cleaning out of all run-off control ditches.
 18. Transport and incorporate when appropriate; Refrigeration Units and Mattress Reduction recyclable materials into the appropriate stockpile areas.
 19. Spread and maintain a bed of wood chips no less than 10 centimetres in thickness underneath and in front of the Wood, and Yard Waste areas.
 20. Transport and placement of organics for erosion control.
 21. With due care and attention, push-up recyclable materials without contamination from earth materials.
 22. Load for transport drywall and asphalt shingle products for off-site processing.
 23. Monitor and record organic windrow temperatures.
 24. Immediate reporting and repair of any Regional District infrastructure (scales, survey monuments, signage, traffic control, lock block loading bays, safety railings, asphalt roadways, speed bumps etc.) resulting from the Contractors actions.
 25. Assist and maintain any required vector control measures including bird control, rat control, insect control etc. should such measures become necessary.
- * OSL RDOS Scale Attendants are on-site during public hours of operation, the Regional District does not provide inspection personnel, the Contractor is required to provide all inspection functions beyond the scale.
 - * CMSL RDOS Scale and Inspection are on site during public hours of operation, the Contractor will be required to augment Regional District provided personnel.

WS-4 WORK BY OTHERS

- 4.1 Capital works or other improvements at each landfill may be undertaken by the Regional District Staff or tendered by the Regional District from time to time. If tendered, the Contractor will be given the opportunity to respond to the tender if they so choose.
- 4.2 The Regional District will undertake the following work by its own forces or by other Contractors:
 - 1) installing and maintaining perimeter fencing;
 - 2) making final rulings on appeal of fees, determining acceptability of wastes and methods and protocols for disposal;
 - 3) establishing survey location and control points, surveying and periodic grade control;
 - 4) hydro-seeding;
 - 5) provision of information signs, including traffic direction and control signage within the site;
 - 6) provision of utilities for existing works and buildings;
 - 7) final cover construction;

- 8) provision of aggregate and hog fuel for road maintenance;
- 9) provision of soil for daily and intermediate cover if on-site resources are exhausted;
- 10) provision of radios and cameras for communications and records;
- 11) draining ozone depleting substances (ODS) from refrigeration units; and
- 12) the Regional District shall arrange to have the stockpiled materials processed by others.

4.3 Notwithstanding the Contractor's responsibilities, the Regional District shall maintain overall authority for management and control of the site. Nothing in this Contract grants the Contractor any interest in the site, and the Regional District may, at its discretion, retain others to carry out work on and around the site.

WS-5 LANDFILLING OPERATIONS

5.1 Daily Operations:

- 1) The Contractor shall have staff in attendance during all hours of operation and for as long as is necessary to receive, dispose-of and properly compact and cover the day's refuse. The Contractor shall prepare the Site so as not to compromise and inconvenience public access for the receipt of the next days' refuse.
- 2) The Regional District reserves the right to modify operating hours and opening days as required to better serve the public. In such case, the landfill and all associated facilities shall be open to the public during the hours requested by the Regional District. If a change in operating hours is required, the Contractor shall be reimbursed or deducted for this service using a fixed hourly rate indicated in the Cost Proposal **Schedule 3, Item 1)** for each additional hour that the landfill is open or closed.

5.2 Operation of Landfill Scale at CMSL and OSL

- 1) Regional District shall be responsible for providing a Scale Attendant during all hours of operation. The attendant shall:
 - (a) record waste source (e.g. residential, commercial, institutional, demolition / land clearing);
 - (b) weigh and record the inbound load and vehicle;
 - (c) weigh, record, characterize and track incoming waste and recyclables. The Regional District may add, remove or change categories as required in order to properly track incoming waste and waste reduction efforts and impose possible bans;
 - (d) check that the incoming load for Hazardous or other Prohibited Wastes, and check and finalize all transportation Manifests;
 - (e) direct vehicles to the appropriate unloading or recycling area;
 - (f) weigh and record outbound vehicles and collect appropriate tipping fees; and
 - (g) enter all information immediately into a computer database provided by the Regional District.
- 2) Regional District shall provide a suitable computer system to operate the database software, and shall maintain it fully operational throughout the duration of the Contract. In the event of equipment failure alternate arrangements or estimates will be used.

5.3 Traffic Control and Signage

- 1) The Contractor shall place and maintain all traffic and directional devices (signs, delineators, cones, barricades etc.) in legible and good condition. Where directional devices have been

bent, dislodged, and/or rendered unusable by the Contractor, the Contractor shall be responsible for the costs to repair or replace. (Costs shall be deducted from the Progress Payment)

- 2) Contractor personnel shall assist in the direction of traffic to the appropriate unloading area; the active face, recycling area, composting area, controlled waste area, or other predefined areas.
- 3) Any dangerous obstructions rocks or debris or other hazards such as steep slopes, erosion, pot-holes, mud, snow etc. shall be addressed immediately and shall be clearly marked and /or blocked off when required.
- 4) The Contractor shall be responsible for ensuring that all on-site signs, barricades and fencing are placed and relocated as deposit areas are relocated, and are clearly visible and comprehensible to patrons.

5.4 Litter Collection and Site Maintenance

- 1) The Contractor shall be responsible for all on-site litter control and collection. Additional collection may be ordered by the Regional District whenever such collection is deemed necessary. **(Cost Proposal Schedule 1 Flat Rate Base Cost)**
- 2) The Contractor shall be required to collect litter frequently and to keep the site tidy at all times, free from all loose paper, cardboard, plastic debris and similar material and cover any waste which, through erosion, has become exposed. The need for litter collection will vary depending on how well the Contractor manages refuse at the Active Face.
- 3) From time to time, some solids spillage or contamination may occur at the dump pads. The Contractor shall be responsible for cleanup of spillage or contamination on an as-required basis. Cleaned up material should be disposed of in the active refuse landfill area.
- 4) The Contractor shall retrieve any material that has blown from the site onto adjacent property.
- 5) The Contractor shall, on a daily basis, be required to monitor and collect litter and / or illegally dumped materials from all roadways adjacent to and a minimum of 500 metres distance from the site.

5.5 Prohibited, Controlled and Restricted Wastes

- 1) The Contractor shall be familiar with all Prohibited, Controlled and Restricted Waste materials and all Source Separation requirements. In the event that materials in a load are not detected at the scale, when Regional District Staff is unavailable the Contractor shall take pictures and notify the Regional District immediately if materials have been deposited in an unacceptable manner or location.
- 2) The Contractor shall immediately notify the Regional District if any load is observed to contain Prohibited, Controlled or Restricted materials and shall follow protocols including ensuring pictures are taken in regard to its safe interception, separation, extraction and placement for disposal in the assigned area

- 3) License plates of vehicles bringing Prohibited, Controlled or Restricted Wastes to each landfill shall be recorded and immediately reported to the Regional District.

WS-6 EQUIPMENT

- 6.1 The Contractor shall supply, license and safely operate, any equipment necessary to maintain each of the landfill sites in full compliance with these RFP documents and meet all applicable regulatory and performance requirements.

(i) CMSL (*Campbell Mountain Sanitary Landfill*)

- One (1) suitably sized steel wheeled landfill compactor originally designed and built specifically for compaction at sanitary landfill sites; used for the spreading and compacting of waste materials to achieve specified compaction rates. All compactor unit wheels must be new (meeting manufacturer's specifications) at the commencement of the contract term.
- One (1) suitably sized rubber tire loader.
- The compaction unit and the loader are considered to be essential equipment items and must not be older than ten years at the commencement of the Contract Term.
- One (1) suitably sized minimum 2,000 gallon capacity water truck equipped with back-flow prevention, a pump and watering bar, and 50 metres of fire hose provided with fittings compatible with those of local fire departments.
- One (1) water storage tank, with 2,000 gallon minimum capacity and fittings compatible to that of the water truck and the local fire department.
- One (1) suitably sized excavator with a minimum capability of loading a standard walking floor trailer.
- Three (3) suitably sized roll-off bins meeting transfer station specifications regarding height and length, for location at the Residential Drop-Off Facility.
- One (1) suitably sized roll-off vehicle capable of transporting the roll-off bins with waste materials collected from the Residential Drop-Off Facility to the Active Face.

(ii) OSL (*Oliver Sanitary Landfill*)

- One (1) suitably sized steel wheeled landfill compactor originally designed and built specially for compaction at sanitary landfill sites; used for the spreading and compacting of waste materials and capable of achieving specified compaction rates. All compactor unit wheels must be new (meeting manufacturer's specifications) at the commencement of the contract term.
- One (1) suitably sized rubber tire loader.
- One (1) suitably sized minimum 1,000 gallon capacity water truck equipped with back-flow prevention, a pump and watering bar and 50 metres of fire hose provided with fittings compatible with those of local fire departments.
- One (1) water storage tank, with 2,000 gallon minimum capacity, with fittings compatible to that of the water truck and the local fire department

6.2 Equipment Tasks

- 1) The Equipment provided or hired by the Contractor shall be capable of performing the following tasks:
 - (i) spreading and compacting waste;
 - (ii) excavation and mixing of berm and daily and intermediate cover materials;

- (iii) hauling of excavated materials to points of use;
- (iv) compaction of refuse and earth fills for roadways;
- (v) construction and grading of access roads;
- (vi) watering of fills and roads for both compaction and dust control as required;
- (vii) face berm construction;
- (viii) loading of recyclable materials for transport off site;
- (ix) fire control;
- (x) road and ditch maintenance;
- (xi) moving and loading of recyclables and pushing up wood waste, yard waste, gypsum and scrap metal storage areas; in a manner that does not contaminate materials with soil or rocks;
- (xii) where applicable; transport suitably sized bins from the Residential Drop-Off area to specified locations on site;
- (xiii) spreading of cover materials; and
- (xiv) application and removal of Alternate Daily Cover.

6.3 Equipment Availability and Replacement

- 1) All specified Equipment must remain at the Site unless written permission has been received by the Regional District specifying the acceptable period of absence.
- 2) The acceptable down-time span for equipment deemed essential by the Regional District for daily operation at each landfill shall be minimized.
- 3) If the Compaction Unit breaks down, the Contractor shall provide within 48 hours, an equivalent replacement compactor or a tracked bulldozer equivalent in size to a Caterpillar D-7 with a minimum weight of 24,000 kg.
- 4) If the Compaction Unit is broken down for more than one (1) week, the Contractor shall replace it with an equivalent Compaction Unit. Failure to provide an equivalent replacement machine within one (1) week may result in a deduction to the Contract based on substandard compaction as described in these specifications.

6.4 Equipment Maintenance

- 1) The Contractor shall be responsible for maintaining and servicing their equipment, including fuel, grease, service, etc.
- 2) All Fuel Storage Tanks located on site shall meet all regulatory requirements.
- 3) The Regional District agrees to allow the Contractor to store his equipment at the site during non-operating hours, but accept no responsibility for damage or vandalism.
- 4) The Contractor shall not store any other equipment or material at any landfill other than that equipment and materials used for landfill operations or construction, maintenance of equipment or as otherwise permitted by the Regional District.
- 5) The Contractor shall keep the equipment in good repair in accordance with the BC Workers Compensation Board's Industrial Health & Safety Regulations.

6.5 Air Particulate and Noise Control

Operating heavy equipment at a Landfill is a high dust activity that in the absence of controls will place operators at risk of inhaling potentially harmful air borne particulates that can lead to respiratory diseases, silicosis and mesothelioma. Effective heavy equipment cab filtration and a positive pressurization system is essential to reducing operator exposure to harmful air borne particulates.

- 1) At a minimum all equipment, engaged in the compaction, pushing or loading of landfill materials during operation that is exposed to fine air particulates must have Operator Cab Enclosures equipped with appropriate HVAC Systems which minimize or eliminate intrusion of airborne particulates. **The Contractor must obtain and present to the Regional District prior to the commencement of the Contract, certification from a qualified professional to verify compliant Equipment Cab Enclosures.**
- 2) The Contractor shall ensure the equipment has appropriate noise abatement systems. At all times the equipment must meet the noise emission standards as outlined in S.A.E. J88-Sept. 1980 "Sound Measurement - Earthmoving Machinery".
- 3) The Contractor shall not operate any equipment on the site between 10:00 p.m. and 6:30 a.m. unless approved beforehand by the Regional District or in emergencies such as during landfill fires or floods.

WS-7 LANDFILLING METHOD

- 7.1 Each landfill shall be constructed systematically in appropriately sized Lifts (**see Schedule 4 Berm Construction**) using the "Ramp Method".
- 7.2 The Contractor shall construct each landfill in a series of Cells containing the compacted waste material in the Regional District designated fill areas.
- 7.3 The Contractor shall construct each landfill to the shapes, directions and grades as directed by the Regional District.
- 7.4 The Operational Certificate requires that all refuse deposited must at the conclusion of each day of operation be covered with soil or Alternate Daily Cover (ADC).

WS-8 OPERATIONS AT ACTIVE FACE

- 8.1 The Contractor shall be responsible for the direction and control of deposition of wastes in each landfill and shall supply all equipment, labour and materials for the consolidation of waste into individual cells and lifts, spreading and compaction of the waste and the excavation, hauling and placement of cover material.
- 8.2 The Contractor shall be responsible for the safety of the public unloading material at the active face. An employee shall be provided by the Contractor to direct traffic, control dump locations, provide supervision and be able to maintain voice communication with the site staff and contractors via a two way radio, with speaker and ear piece accessories supplied by the Regional District. (Costs for loss or damage beyond normal wear and tear of this instrument necessitating replacement shall be deducted from the Progress Payment)

- 8.3 The Active Face shall be maintained as close as possible to 12 metres wide and 15 metres long. These dimensions are suggested, however based upon volumes received, type of equipment and dimensions of ADC, adjustment will be allowed with Regional District consent.
- 8.4 The unloading pad at the Active Face shall be maintained such that it will provide sufficient room and a flat stable platform to safely unload two large trucks at any time.
- 8.5 The Active Face shall be maintained at a slope ratio of five (5) horizontal to one (1) vertical.

WS-9 REFUSE UNLOADING, COMPACTION AND MONITORING

- 9.1 The unloading of refuse on the site shall be restricted to an area such that the material can be easily incorporated into the Active Face with the equipment available, wherever possible materials shall be deposited at the base of the lift. The Contractor shall arrange for the spreading and compaction of the incoming material at the Active Face. At no time, other than loads requiring inspection, shall the Contractor allow more than approximately two (2) truck loads or 10 cubic metres of refuse to be piled up at the Active Face before spreading and compacting the refuse material.
- 9.2 The Contractor shall not push or compact refuse at an unsafe distance from any customer or their vehicle.
- 9.3 The Contractor shall utilize the landfill compactor for all pushing, leveling and compacting of refuse at the Active Face. The Contractor shall compact any surfaces that they have covered with daily soil cover, alternate daily cover or intermediate cover.
- 9.4 The Contractor shall operate the landfill compactor for sufficient time, number of passes and in a suitable manner to break down, level and compact the deposited material to a minimum density of 700 kilograms per cubic metre.
- 9.5 Waste material shall be spread and placed in layers of approximately 30 centimeters in thickness and compacted in place with the specified compaction equipment so that the final lift meets Site specifications.
- 9.6 The Contractor may, from time to time, be required to deposit semi-solid wastes in each landfill. These wastes shall be placed in thin layers and in such a manner as to not hinder the workability and compaction of the fill and to minimize the possibility of surface or ground-water contamination.
- 9.7 The Contractor shall construct temporary roads, pads, and turnaround areas within the active area of the landfill, from materials provided (or similar on-site material), and shall undertake the progressive utilization of the land as directed by the Regional District. Where required, the Contractor shall place the refuse to slopes and grades to allow for the placement of final cover as directed by the Regional District.
- 9.8 From time to time, the Regional District shall specify the area of the site that shall be worked so that dumping may proceed with the minimum of inconvenience to the public.
- 9.9 No material shall be burned without the express permission of the Regional District.
- 9.10 To ensure that the life of the Sanitary Landfill Site is maximized and to determine compliance with compaction specifications, **the Contractor shall, at their cost, conduct a compaction test on areas other than the tipping pads following a protocol to be approved by the Regional District in each year of the Agreement.** The Contractor shall provide the results of the

compaction tests to the Regional District. The Regional District may confirm densities using other methods such as field and aerial surveys.

- 1) Should the selected test site results indicate substandard compaction, an additional two test sites shall be selected. The results shall be averaged to indicate compaction achieved.
- 2) The liquidated damages incurred by the Contractor for failure to consistently attain a compaction density of **700 kilograms per cubic metre** or greater shall be as shown on the following 'Liquidated Damages Schedule'. These liquidated damages reflect the value of the lost capacity of each landfill due to the substandard compaction. The percentage reduction in payments shall be applied to all payments paid to the Contractor for work done in the area of substandard compaction. The percentage reduction shall be multiplied by the appropriate daily rate (determined by dividing the average yearly rate by twelve times the number of days the landfill in question is open) as shown below and the resulting figure shall be multiplied by the associated number of days that the substandard compaction is observed. The resulting total dollar amount shall be deducted from monies due to the Contractor until the substandard compaction is proven to be corrected.

Liquidated Damage Schedule	
Kilograms / cubic metre	Percentage Reduction in Payments
700 and above	0%
650 to 700	5%
600 to 650	10%
550 to 600	15%
600 and below	25%

The area in question shall be re-compacted until a minimum density of 700 kilograms per cubic metre is achieved.

WS-10 COVER

10.1 Waste to Cover Ratio

- 1) It has been determined that soil management is a significant factor in the conservation of Landfill Air Space. The Contractor is required to implement 'cover management best practices' in the application of cover and ADC. Further, it has been determined that a waste to cover ratio of 4:1 is achievable. The quantity of cover material used each day (in m³) shall be recorded to the best of the Contractor's ability and these records shall be made available to the Regional District. A daily bucket load count is acceptable.
- 2) The Contractor shall not use amounts of Daily or Intermediate Cover in excess of that specified in this Contract. If excessive use is determined by the Regional District, then the Contractor may be required to remove excess cover material beyond that reasonably required to construct and maintain the functionality of the cover, at the Contractor's expense.

10.2 Daily Cover Soil

- 1) At the end of each day the Contractor shall compact and cover all exposed refuse that has been deposited at the Active Face with a 150 millimetre thick soil cover. Suitable soil cover material is to be applied in a smooth and depression-free fashion to a compacted depth of 150 millimeters before the Contractor leaves the site each day.

- 2) The Contractor shall cover the Active Face with 150 millimeters optimally once every seven (7) day period. Should inclement conditions exist (severe wind or snow events) or operational situations (completion of a lift) the Contractor shall seek a waiver from the Regional District for the utilization of a soil cover in place of the alternative daily cover. It is expected that soil cover will not then be required for an additional seven-day operational period.

10.3 Alternative Daily Cover (ADC)

- 1) Acceptable forms of alternative daily cover include reusable modular cover panels, degradable plastic films, spray on fibrous mulches or spray on foams acceptable to the RDOS and MoE. (tarps are not acceptable as ADC)
- 2) An appropriate and suitably sized ADC systems must be utilized daily at the active face until such time as the cell has been extended to its maximum length.
- 3) The Contractor shall maintain the ADC system in good repair.
- 4) No additional payments shall be made to the Contractor for placing, removing, purchasing, or maintaining the ADC system.
- 5) All refuse surrounding the ADC must be contained with Daily Cover.
- 6) The Landfill Criteria lists alternative materials that may be approved as daily or cover:
 - a) Reusable (e.g., rigid steel plates or rubber belts).
 - b) Left in place and buried (e.g., wood waste, shingles, contaminated soils, thin Decomposable plastic films or spray-on covers).
- 7) Failure to deploy daily ADC that results in excessive use of Soil may require the Contractor to remove excess cover material beyond that reasonably required to construct and maintain the functionality of the cover, at the Contractor's expense.

10.4 Intermediate Cover

- 1) On completion of each lift of refuse, a 30 centimeter thick intermediate soil cover layer shall be applied and compacted in place in preparation for placement of the next lift of waste. The clean intermediate cover material will be taken from the on-site borrow area or from the imported cover stockpile.
- 2) Prior to applying intermediate cover, the top of the lift shall be cleared of scattered refuse material and shall be graded to accommodate prescribed drainage across the filled area. The surface shall be kept free of depressions to achieve a flat, dense surface capable of supporting vehicle movements for the next lift.

10.5 Final Cover

- 1) Final cover shall be constructed on top of each landfill periodically upon the completion of the Phased Closure Plan Section.

- 2) The Closure Works are not part of this Contract; however, the Contractor will be provided with an opportunity to bid on the Work or to act as a sub-contractor to others. The Contractor shall be prepared to co-operate with other contractors responsible for the Closure Works.

WS-11 FACE BERM CONSTRUCTION

- 11.1 Face berms shall be constructed on the outer edges of lifts only where such berms are required to prevent refuse from rolling down slope or where slopes of greater than three (3) horizontal to one (1) vertical are required. The berms are to be constructed with soil obtained from the on-site borrow area, or from stock piles of imported cover soils.
- 11.2 The Contractor shall construct the face berms at a time and in a manner approved by the Regional District.
- 11.3 Berms shall be constructed only on the outer sides of individual lifts to contain waste material as required to maintain cell areas available for filling unless directed otherwise by the Regional District.
- 11.4 The berms shall be constructed by hauling soil to the edge of the intended lift, dumping the soil, shaping it with the bulldozer, loader or excavator and compacting the outer surface with the equipment.
- 11.5 Face berms shall consist of a width of approximately 1 metre of soil and shall have an outside face slope of two (2) horizontal to one (1) vertical after being compacted. It is anticipated that the berm will be constructed in phases as the lift height increases. Inside faces of the berm shall be constructed at the steepest possible angle of repose.
- 11.6 As each layer of waste is deposited and progresses against the face berm, another face berm segment shall be constructed on each additional layer component. The finished outside face of progressive berms shall be maintained at a slope of 2H:1V.
- 11.7 Berms shall be stepped back (terraced) as directed by the Regional District.
- 11.8 The Contractor shall not construct berms in a manner that utilizes excessive amounts of soil, If excessive use is determined by the Regional District, then the Contractor may be required to remove excess material beyond that reasonably required to construct and maintain the functionality of the berm, at the Contractor's expense.
- 11.9 The Contractor will transport and spread ground organics on the outside of constructed berms for erosion control and aesthetic purposes.

WS-12 BORROW AREA OPERATION / MATERIAL IMPORTING

- 12.1 Earth materials for berms and cell covers shall be extracted from the Borrow Areas as indicated in the Site Design, Operations and Closure (DOC) Plan. Should the on-site reserves become exhausted the Regional District will arrange to have suitable soil imported from off-site sources to a designated daily and intermediate soil cover stockpile. Operations of the borrow area shall be in accordance with all WCB and Ministry of Mines and Natural Resources regulations.

- 12.2 Back-slopes in borrow excavations shall be controlled to maintain adequate stability temporary excavations shall not be steeper than:

Height of Slope Backslope (metres)	Horizontal	Vertical
< 3	0.5	1.0
> 3 and < 6	1.0	1.0
> 6	1.2	1.0

- 12.3 The Regional District may choose to accept soil at each landfill suitable for daily cover, intermediate cover or road construction free of charge or at a reduced tipping fee. The Contractor in consultation with the Regional District shall direct the traffic to a designated stockpile area. The Contractor shall be responsible for screening loads of incoming soil to ensure that they are suitable for daily or intermediate cover.
- 12.4 The Contractor shall notify the Regional District whenever on-site stockpiles of materials drop below sufficient quantities for three (3) months of operation.
- 12.5 The Regional District shall arrange to have material suitable for road base construction imported and stock piled at a designated stockpile on-site. The Contractor shall use this material only for the construction of roads and turnarounds in areas approved by the Regional District.

WS-13 FILLING PLAN

- 13.1 Prior to commencing any expansion of the existing landfill footprint, the Contractor shall obtain confirmation from the Regional District on the boundaries of the proposed fill area(s) and ensure that adequate grade stakes and/or directions have been provided by the Regional District.
- 13.2 The Regional District shall provide survey control for the development of all phases of development. The Contractor shall ensure that adequate grade control is provided and that refuse is placed within the surveyed boundaries. Refuse placed negligently outside the phase boundaries by the Contractor shall be relocated to within the boundaries at the Contractor's expense.
- 13.3 Soil cover material requirements for operations shall be met by first using any stockpiled material and then, with directions from the Regional District, soil material from other on-site borrow areas. The Regional District will import additional material if on-site supplies are exhausted. Borrow and Fill Areas are indicated in the DOC Plan.

WS-14 RECYCLING AND SPECIAL HANDLING OPERATIONS

- 14.1 General Procedures:

- 1) The Contractor shall cooperate with the Regional District in fulfillment of the obligations under its authorized recycling programs. The Contractor will load for transport recyclable materials stockpiled at each landfill site, with the exception of Gypsum and Asphalt Shingles at the appropriate **(Force Account Rate)**.
- 2) The Contactor shall direct landfill customers to deposit all recyclable materials at the appropriate recycling storage area / location / facility / bin / depot located at the site or to other recycling facilities in the vicinity.

- 3) The Contractor shall immediately notify the Regional District of all loads deposited in a location other than that so designated at the Site that contain Recyclable Waste Materials or Contaminants in order that appropriate deterrent penalties may be applied. The Contractor shall remove Recyclable Waste or Contaminants from the inappropriate area and deposit the materials in the proper designated area. This relocation of materials shall be compensated at the appropriate Force Account Rate conditional to provision of photographs.
- 4) The Contractor shall assist with the maintenance of the recycling bins and storage areas and in ensuring that recyclable products are sorted and neatly stacked. The Contractor shall where required place lock blocks for security in front of specified containers.
- 5) The Regional District shall arrange for periodic shipment of accumulated marketable recyclables at Regional District sites to market whenever quantities start to exceed available storage space, as determined by the Regional District. Such recyclables shall be weighed prior to shipment off-site and such weights recorded by the Regional District. Other recyclables such as wood waste and concrete may be made use of on-site.
- 6) Recyclable materials include but not be limited to the following materials:
 - scrap metals & white goods
 - tires
 - batteries
 - pressurized/propane tanks
 - recyclable gypsum
 - yard and garden waste
 - wood waste
 - newspaper and cardboard
 - blue bag recyclables
 - asphalt, concrete, masonry
 - mattresses and box springs
 - asphalt shingles
 - All provincially designated Extended Producer Responsibility Materials as per the Recycling Regulation.

14.2 Scrap Metal, White Goods & ODS Units

- 1) The Regional District stores recyclable metals and periodically contracts with a scrap metal dealer to crush, compact and haul away collected scrap metal and white goods.
- 2) The Contractor shall keep the scrap metal free of contamination. The scrap metals shall be pushed up with a minimum of contamination from the ground and stacked in a safe manner.
- 3) The Contractor shall assist in:
 - (i) directing the unloading of refrigeration units containing Ozone Depleting Substances (ODS) upright in a separate ODS draining area, until such time as the ODS is drained. The Regional District shall arrange to have ODS drained by others from refrigeration appliances at the site;
 - (ii) incorporating into the Scrap Metal stockpile area units clearly labeled as ODS FREE into the metal stockpile once ODS materials have been removed;
 - (iii) bulking up the pile as required by the Regional District; and

- (iv) If required grade and clean-up site after metal is removed by scrap metals dealer (**Force Account Rate**).

- 14.3 Tires: Passenger car and light truck tires shall be separated from the general refuse and stockpiled for recycling in the tire recycling area. Non-recyclable tires or any tires that cannot be recycled shall be incorporated into the active landfill area as directed by the Regional District. Tires arriving at the active face shall be reported and wherever possible taken to the appropriate tire recycling area.
- 14.4 Batteries: A facility for the receipt and storage of used batteries shall be provided and maintained by the Regional District. Batteries arriving at the active face shall be reported and wherever possible taken to the appropriate battery recycling area.
- 14.5 Pressurized Tanks: A facility for the receipt and storage of used pressurized tanks shall be provided and maintained by the Regional District. The Contractor shall direct and/or remove pressurized tanks from the waste and deposit them in the designated facility.
- 14.6 Gypsum/Drywall: An area for the receipt and storage of recyclable gypsum storage has been established at each site. The Contractor shall ensure that only clean gypsum based drywall is placed in this area, and shall load all recyclable gypsum for transport.
- 14.7 Operation of the Organic Waste Materials Storage Areas:
- 1) The Contractor shall direct all Organic Materials for chipping to designated areas current categories consist of:
 - Green Waste (yard and garden, agricultural waste),
 - White Wood (kiln dried dimensional lumber)
- The Regional District reserves the right to introduce new organic waste categories at any time.
- 2) The Contractor shall ensure that these stockpiles are kept neatly piled in their designated areas, and bulked up at all times, free from non-organic contamination. The organic Waste materials shall be pushed up to a suitable height with a minimum of contamination from the dirt and rock materials.
 - 3) The Contractor shall be responsible to spread and maintain a bed of wood chips no less than 10 centimeters in thickness underneath and in front of the Organic Materials areas.
 - 4) The stockpiled materials shall be periodically chipped by others.
 - 5) The bulk of loading chipped wood for transportation off-site will be done by the Chipping Contractor. Loading events for offsite by the Operations Contractor are infrequent. (**Force Account Rate**)
 - 6) The Regional District intends to introduce a Contaminated Wood Waste category. This material is to be collected in a separate area and utilized as ADC.
- 14.8 Windrow Turning and Monitoring
- 1) Chipped Wood and Yard Waste windrows require periodic turning to increase porosity, decrease potential for spontaneous combustion, redistribute material to enhance process uniformity and break clumps to improve product consistency.

- 2) Each windrow shall be turned as necessary, to maintain optimum oxygen, moisture, temperature (maximum 70° C). the Regional District shall provide a temperature probe, the Contractor is responsible for measuring and recording temperature and reporting to the Regional District.
- 3) Windrow forming and turning shall be paid for at **Force Account Rates**.
- 4) The Regional District is in the process of developing a comprehensive composting program which may divert all organics away from disposal at the Current Sites negating the need for turning and monitoring of ground organics.

14.9 Concrete, Asphalt, Ceramic Fixtures and Masonry Recycling

- 1) An on-site area is dedicated for the receipt and stockpiling of concrete, reinforced concrete, ceramic fixtures, asphalt, bricks and masonry. This stockpile shall be kept neatly piled at all times, free from foreign debris especially miscellaneous steel and asbestos cement pipe.
- 2) Should it be required the Regional District may arrange to have the stockpiled materials crushed.
- 3) Transport and placement of unground materials for road base and other construction approved by the Regional District shall be compensated for at **Force Account Rates**.
- 4) Concrete, Asphalt, Ceramic Fixtures and Masonry tonnages generated are determined to be Operationally Beneficial and **(shall not be calculated as tonnage Schedule 2)**

14.10 Asphalt Shingles

- 1) Clean Asphalt Shingles are stockpiled in designated areas on-site. The Contractor shall monitor and report the deposit of contaminants e.g. organic material, flashing, torch-on materials, tar and gravel roofing products.
- 2) The Contractor shall push up for storage clean asphalt shingle materials taking care to leave a layer of shingle material avoiding contamination with earthen materials.
- 3) The Contractor shall load for transport all clean asphalt shingle materials. **(included in Schedule 1 Flat Rate Cost for Base Operation cost)**

14.11 Operationally Beneficial Roofing Material

- 1) Defined as Torch-on, SBS, membrane and TAR AND GRAVEL roofing products and other similar roofing materials must be free of contaminants that are not inextricably adhered such as REFUSE, WOOD WASTE and large METAL and flashing materials.
- 2) These materials are to be directed for deposit in a stockpile area adjacent to the Active Face.
- 3) The Tonnages generated are determined to be operationally useful and **(shall not be calculated as part of Tonnage Payment Schedule 2)**

14.12 Controlled Waste Cell (CWC)

- 1) The Regional District shall designate an area on the site where the Contractor shall construct berms for a CWC for the disposal of Controlled Waste **(Schedule 4 Berm Construction)**.
- 2) The Regional District shall endeavor to provide the Contractor with adequate notification prior to the arrival of Controlled Waste including the description of the type of Controlled Waste.
- 3) The Contractor shall comply with all procedures for the disposal of designated wastes as per Regional District protocols.
- 4) The Contractor's operation of the CWC includes but is not limited to:
 - building up the CWC as required;
 - directing controlled waste loads to the cell;
 - maintaining and utilizing approved PPE;
 - supervising unloading of all Controlled Waste to ensure it is done safely; and
 - immediately covering Controlled Waste loads with soil.

14.13 Contaminated Soil

- 1) The Regional District is authorized by the MoE to receive Contaminated Soil below Hazardous Waste Classifications at the CMSL and OSL Sites. Acceptable Contaminated Soil Materials may be utilized for daily/intermediate cover or for construction purposes. Acceptance of Contaminated Soil is conditional to the completion of the Regional District Contaminated Soil Relocation Agreement.
- 2) Soil contaminated with hydrocarbons must be deposited a minimum of 1.2 meters above the seasonal high groundwater level and a minimum of 2.0 meters below the final grade of the landfill to prevent the impact on groundwater and any future vegetation on the site.
- 3) The Regional District will determine the use and location for the placement of all acceptable Contaminated Soil materials. The Contractor will be consulted regarding location of stockpiles prior to deposit.
- 4) **Contaminated soils will not be included in Tonnage Payment Schedule 2.**
- 5) Costs for pushing up soil materials if required shall be included in **(Schedule 1 Flat Rate Cost for Base Operation Cost)**

14.14 Clean Soil

- 1) All clean cover soils shall be utilized for cover or construction activities, as approved by the Regional District.
- 2) The Regional District will accept Clean Soil materials usable as cover materials, Contractor personnel will be asked to assess soil upon arrival as to suitability as cover and advise the Regional District .

- 3) Clean Soil may be stockpiled in Regional District approved locations.
- 4) Clean soils will not be included in Tonnage Payment (Schedule 2).
- 5) Costs for pushing up clean soil materials if required shall be included in (Schedule 1 Flat Rate Cost for Base Operation Cost).

14.15 Operationally Beneficial Materials

- 1) Materials arriving or produced on-site that when mixed with soil are acceptable as cover (glass, tar and gravel, etc.) (**Schedule 1 Base Operation**) and **(Tonnage not included Schedule 2 Tonnage Fee)**.

WS-15 SPECIAL OPERATIONS

15.1 Operation of Small Vehicle Transfer Station (CMSL only)

- 1) The Regional District has constructed a Small Vehicle Transfer Station (SVTS) at the CMSL. Other sites may also initiate this program within the contract period. The purpose of the SVTS is to redirect small private vehicles away from the active face to a safer cleaner unloading environment.
- 2) The Contractor shall assist in the safe operation of this SVTS and maintain the SVTS in top working order.
- 3) Operation of the facility shall include:
 - a) provision of three (3) suitable container bins;
 - b) provision of a suitable means of transporting and disposing of the bin contents at the Active Face and returning bins to the SVTS;
 - c) directing small vehicle loads to the SVTS bin area and directing traffic at the facility where required by Regional District;
 - d) emptying the bins whenever they become full;
 - e) keeping the facility clean at all times;
 - f) washing down the pavement area at least once per week (seasonal); and
 - g) washing out the bins as required keeping them clean.

WS-16 ACCESS ROADS

- 16.1
 - 1) All design and construction of new roads, regardless of temporary nature or size, shall be pre-approved by the Regional District.
 - 2) The Contractor is responsible for helping vehicles when they get stuck on the roads and Tipping Pads and for any vehicle repairs, including flat tires, resulting from the Contractor failing to address roadway problems (e.g. debris on roadways) in a reasonable manner.

16.2 Access Road Construction (**Force Account Rate**)

- 1) As required, from time to time, the Regional District shall commission the construction by the Contractor or others of 10 metre wide permanent all-weather roads for vehicle movement from the main entrance road to the top edge of operating lifts. All permanent road construction must be preauthorized by the Regional District.

- 2) The Contractor shall construct temporary access roads and dump pads, with direction from the Regional District, with hog fuel or coarse gravel which can be stripped and stockpiled once the road becomes inactive. Temporary road design shall be based on the service life of the road and the amount of traffic anticipated using the road.
- 3) Temporary and permanent access roads shall be constructed using materials obtained from the designated on-site borrow areas or imported materials as required, at locations and grades as directed by the Regional District.

16.3 Temporary and Permanent Access Road Maintenance **(Flat Rate Cost Base Operation)**

- 1) The Contractor shall maintain all temporary and permanent access roads for vehicular movements on a regular basis. Such work shall include regrading, re-gravelling, cutting out and repair of soft spots, watering and re-compacting. Roads shall be regraded a minimum of once per year. Accumulations of mud will be graded or removed and materials applied (gravel, wood chips) to restore road integrity spread. The Contractor shall ensure by providing drainage as necessary, that the road and turning and dumping areas are maintained in a safe, clean state, free of mud and rubbish to the satisfaction of the Regional District.
- 2) All road damage incurred by Contractors equipment shall be repaired at the Contractors expense.

16.4 Snow Removal **(Schedule 1 Flat Rate Cost Base Operation)**

- 1) During winter operations, all active areas such as access roads, excavation cells, vehicular accessible areas and access roads snow accumulations shall be removed or piled in designated locations. All roads shall have sand or organic grind applied, as required, to provide for safe vehicle movement.
- 2) No snow shall be placed within berms or other earth fills. Snow accumulations in waste disposal areas are acceptable provided the snow is not incorporated into the landfill. Drifted snow adjacent to face berms shall be removed prior to filling against berms.

16.5 Dust Control **(Schedule 1 Flat Rate Cost Base Operation)**

Dust control is the responsibility of the Contractor. Care will be taken to minimize air particulate release during the processing, loading and pushing of materials and in extraction or placement of all cover materials. Watering of the roads and working areas and the application of dust suppressants shall be undertaken annually at a minimum and at the direction of the Regional District if required.

WS-17 SITE UPGRADING / MAINTENANCE

17.1 Site Drainage **(Flat Rate Cost Base Operation)**

- 1) The Contractor shall construct lifts, ditches and swales and other such surface drainage facilities in order to provide adequate drainage for all working areas and such that the drainage characteristics of the site are in accordance with the requirements of the Regional District.

- 2) The Contractor shall be responsible for removing debris and repairing drainage controls so as to prevent surface water erosion.

17.2 Contractor's Facilities

- 1) The Contractor shall supply and maintain on-site lunch and washroom facilities for their employees.
- 2) A repair shop and / or office may be erected by the Contractor at their own expense. If the Contractor does so, they must maintain the building in good repair, keep the interior and exterior clean and pay for all necessary utilities.
- 3) The Regional District accepts no responsibility for damage or vandalism of Contractors on-site structures.

17.3 Protecting Existing Survey Bench Marks, Groundwater Monitoring Wells, etc.

- 1) The Contractor shall be responsible for the repair and report to the Regional District immediately of damage to infrastructure; scales, signage, traffic control, lock block loading bays and safety railing, asphalt roadways, speed bumps etc. Damage resulting from operator actions shall be repaired immediately at the **Contractors expense**.
- 2) The Contractor is responsible for ensuring that existing survey bench marks, gas and groundwater monitors are not damaged during day-to-day operations at each landfill. Damage resulting from operator actions shall be repaired immediately at the **Contractors expense**.

17.4 Maintenance of Sedimentation Pond

- 1) Currently there are no Sedimentation Ponds on site. If developed within the Contract Term, the Contractor and the Regional District will negotiate and agree to a fixed price for the work.

WS-18 ENVIRONMENTAL MONITORING

- 18.1 Water quality monitoring of surface water, groundwater from on-site groundwater monitors, gas monitoring, geotechnical monitoring, temperature and settlement monitoring shall be conducted by the Regional District.
- 18.2 The Contractor shall become familiar with all monitoring locations, settlement monuments, and survey bench marks. Any facilities damaged by the Contractor due to negligence shall be replaced or repaired at the **Contractor's expense**.

WS-19 SALVAGE

- 19.1 In general, all materials deposited at the landfill sites are the property of the Regional District. Salvage operations shall be permitted only through agreements made with the Regional District prior to any salvage activities. The Contractor shall be responsible for enforcing this restriction and is strictly prohibited from salvage by themselves, their employees or others.
- 19.2 The Regional District will contract separately and outside of this Contract for salvage of recyclable materials at Regional District landfill sites.

- 19.3 The removal of top soil, cover material, sand, gravel or related material from the site is strictly prohibited and shall be permitted only through agreements made with the Regional District.

WS-20 SECURITY

- 20.1 The Contractor shall ensure the landfill access gate is locked at the end of each working day and ensure the gate is closed at all other times other than those hours designated for public access.
- 20.2 The Contractor shall be responsible for securing all the Contractor's equipment and supplies to prevent them from being stolen or vandalized, and for any additional security measures that they may deem necessary to secure the Site.

WS-21 SAFETY PROGRAM

- 21.1 Regional District administered landfills are multi-employer work sites and governed by the BC Industrial Health and Safety Regulations and Policies. The Regional District as the principal contractor is responsible for coordination of health and safety activities of all site employers. Regional District site safety rules and provisions related to operations activities at each landfill shall be observed by all site personnel, including but are not limited to: traffic control, personal protective equipment, response to fire, site operating hours, accident and incident reporting, summoning first aid, open excavations, and accommodation of other contractors and the public using or working on each landfill site.
- 21.2 During normal operations, the potential exists to puncture containers that could become explosive, release pockets of landfill gas under pressure, release fluids that could be contaminated, create surface subsidence by shifting refuse, and other types of hazards. Exposure to decaying waste is possible during this work. Exposure may also include possible contact with leachate, asbestos, inhalation of landfill gas, explosion, pathogenic bacteria, and others.
- 21.3 The Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive Safety Program that shall effectively incorporate and implement all required safety precautions. The program shall, as a minimum respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including without limitation any general safety rules and regulations of the Regional District and any Workers' Compensation or Occupational Health and Safety Legislation or regulations that may be applicable (e.g. WHMIS, TDG).
- 21.4 The Contractor shall provide a copy of the Safety Program to the Regional District prior to the commencement of the Work.
- 21.5 The Contractor shall assign an individual as the Job Site Safety Officer at each site and at all times during Work. The Job Site Safety Officer shall be responsible and authorized to supervise and enforce compliance with all safety regulations required in the performance of the Work. The Job Site Safety Officer shall have the delegated authority to order any of the Contractor's employees or Sub-contractors on the job site to follow the Safety Plan.
- 21.6 The Contractor shall inform all workers, sub-trades and their workers, and the public attending the job site through the course of the Work of the potential for the presence of methane, landfill gases, and other potentially hazardous waste and the importance of safety precautions to ensure the safety of all workers and the public. In particular, the Asbestos Exposure Control Plan and the no smoking policy shall be strictly enforced.

- 21.7 The Contractor shall be responsible for ensuring safety of all persons and property, (including employees, sub-trades and the public) on each landfill property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, provincial, and regional laws, and Regional District policies and procedures developed for landfill ordinances, codes, and regulations. Where any of these are in conflict the more stringent shall be followed.
- 21.8 The Contractor shall arrange regular staff safety meetings. Such meetings shall occur no less frequently than four (4) times per year. The Contractor shall record the minutes of such meetings and maintain a complete file for review by the Regional District and other appropriate authorities.
- 21.9 The Contractor shall supply and maintain, at the Contractors own expense, at his office or other well-known place at the site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities.
- 21.10 Accidents and Accident Reports
- 1) Except as otherwise agreed to in the Contract, the Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the Site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with applicable legislative and regulatory requirements.
 - 2) The Contractor shall promptly report in writing to the Regional District all accidents of any sort arising out of or in connection with the performance of the work whether on or adjacent to the Site, giving full details and statements of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the Contractor to the Regional District by telephone or messenger in addition to any reporting required under Provincial Laws and Regulations.
 - 3) If a claim is made by anyone against the Contractor or any Sub-Contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Regional District, giving full details of the claim.

WS-22 FIRE PREVENTION AND PROTECTION

- 22.1 The Contractor shall perform all work in a fire-safe manner. The Contractor shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the site adequate and proper fire-fighting equipment.
- 22.2 Neither the Contractor nor his employees shall smoke on landfill property at any time.
- 22.3 The Contractor shall be responsible for the protection from fire of landfill property as well as the immediately adjacent properties in as much as they may be affected by a fire during the Work or as a result of performing the Work. The Contractor shall construct and maintain fireguards of mineral soil or other approved materials in accordance with regulations from the Provincial government.

No fires whatsoever are permitted within the facility without the express authorization of the Regional District. The Contractor shall take all necessary and proper steps to see that the refuse and material disposed of in the facility is treated in such a manner as to prevent fire from breaking out at a landfill.

- 22.4 Any material required to smother out fires or to restore the surface of the Site to grade where subsidence was experienced due to a fire shall be transported, placed and compacted by the Contractor. **(Force Account Rate)**
- 22.5 The Contractor shall fill and maintain all water storage tanks on site on a 24 hour basis, from the 1st day of April until the 15th day of October.
- 22.6 The Contractor shall, in the event of fire in a landfill, operate his equipment as directed by the Regional District or Fire Department to control and extinguish the fire. In all cases where there is a fire on the Site, the Contractor shall make their equipment available for fire fighting purposes at **(Force Account Rate)**.

WS-23 EMERGENCY CALL OUTS

- 23.1 Before commencement of the Contract, the Contractor shall provide the Regional District with a list of at least two (2) names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract. At least one person on the list shall be available at all times outside of normal working hours. An updated list shall be issued by the Contractor whenever a change in call-out personnel or phone numbers is made.
- 23.2 Emergency Response
- 1) The Contractor or his appointed Supervisor shall respond to any emergencies at a landfill site, including but are not limited to break-ins, floods, fires, etc.
 - 2) The Contractor shall be prepared to man any on-site equipment and to provide labour as required by the Regional District.
 - 3) The Contractor shall be reimbursed for the equipment and labour at **Force Account Rates**.

COST & TECHNICAL PROPOSAL FORM

The Proponent offers to do force account work for the following rates for personnel and equipment. Equipment rates include wear and tear, operator, fuel, maintenance, profit and overhead. All proposed equipment shall be evaluated based on functional suitability, age and rate. Personnel rates include payroll cost of labour, all payroll burdens, room and board, and if applicable, overhead and profit. The cost of superintendents, timekeepers and other administrative and supervisory personnel and their vehicles are included in the overhead. It is understood that the equipment rate is inclusive of the operator and that the hours declared for a job requiring more than one piece of equipment the total hours shall be divided according to work done. The Contractor understands that the RDOS may review these force account rates and require changes for good cause. Please include any other equipment offerings available but not specified in WS-6.

1. EQUIPMENT

Force Account Rates					
Equipment					
Equipment Description	Model / Year	Own (O) Sub (C)	Cab HVAC (Y/N)	Hourly Rate	Overtime Hourly Rate
Landfill Compactor (New Wheels)					
Dozer					
Loader					
Excavator (with thumb)					
Haul Truck					
Water Truck (Gallons)					
Roll-off Truck					

Note: No substitutions of the equipment listed in the Schedule of Prices documents will be permitted without the written consent of the Regional District.

2. PERSONNEL

Force Account Rates		
Personnel		
Name	Occupation	Hourly Rate

Contractor's Personnel

- 1) Manager: _____
Experience _____

Certification(s) _____
- 2) Superintendent: _____
Experience _____

Certification(s) _____
- 3) Other Personnel: _____
Experience _____

Certification(s) _____
- 4) Other Personnel: _____
Experience _____

Certification(s) _____

3. COST PROPOSAL

Schedule 1 (Flat Cost for Base Operation) calculates the Fixed Contractor Cost of providing the required administration, equipment, personnel, insurance, etc. regardless of tonnage received to operate the Sanitary Landfill as identified in the Work Specifications.

Schedule 1 Flat Rate Cost for Base Operation		
Landfill Site		Landfill Price / Year
1)	Campbell Mountain Sanitary Landfill (CMSL)	
2)	Oliver Sanitary Landfill (OSL)	

Schedule 2 Rate per Metric Tonne (MT) represents the additional costs incurred based upon the volume of tonnage received and costs incurred per MT to meet the requirements as identified in the Proposal Scope.

Schedule 2 Additional Rate per Tonne for Operation			
Landfill Site		Estimated MT/Yr. ^{1.}	Landfill Price / MT
1)	CMSL	40,000	
2)	OSL	9,000	

^{1.} Actual tonnages of each material and the total tonnage handled by the Contractor will likely differ. The tonnages are reported above only for evaluating on a uniform basis. The Regional District does not guarantee annual tonnages of each material actually received at the landfill.

Schedule 3 (Additional Unit Rates)

- 1) Indicates the cost to the Contractor to add or subtract Hours of Operation based on the Regional Districts Hours of Public Access. The cumulative reduction or addition of Public Hours of Access will be added to or deducted from the monthly Progress Payment.
- 2) Indicates the cost to the Regional District for the provision of hours exclusive to various Contractors to gain access to the Sanitary Landfill beyond the hours of Public Access. These hours are provided on a "request" basis to accommodate projects that require additional landfill access for timely economical project completion.

Schedule 3 Additional Unit Rates		
Description		^{1.} +/- Price per Hour
1)	Extended or reduced hours as a result of RDOS Public Hours of Operation change	
2)	Periodic (other contractor access requested)	

1. Minus price deductions apply only to 1) Public Hours of Operation reduced change

Schedule 4 (Berm Construction) Indicates the cost to the Regional District for the proponent utilizing on-site personnel and machinery to construct a lineal metre of a Face Berm as per the Work Specifications WS-11.

1. Actual metres constructed and the number stated may differ. The metres reported above are for evaluating on a uniform basis. The Regional District does not guarantee annual lineal metres actually constructed at the landfill.
2. Total Cost of Berm Construction (Estimated m. X Price/ Lineal m. = Total Cost).

Schedule 5 Indicates the Total Annual Estimated Cost for the Operation of the Site. This shall include the Flat Rate Base Cost (reflective of the cost to provide the service regardless of tonnages received), the Variable Tonnage Rate (reflective of the cost of managing materials for costs incurred to deal with refuse received at the site), and Berm Construction costs (reflective of the operational cost to construct Berms based upon lineal metres and Lift Height).

Schedule 4 Berm Construction			
Location	Estimated Metres/Annum 1.	Lineal Price/Metre	Total Cost 2.
Campbell Mountain Sanitary Landfill (CMSL) 3.4 m Lift	300 metres		
Oliver Sanitary Landfill (OSL) 2.4 m Lift	400 metres		

This Schedule does not reflect the Work Costs attributable to Force Account Work.

Schedule 5 Annual Estimated Cost				
Location	Base Price Schedule 1	Price / Tonne Schedule 2	Price / Metre Schedule 3	Total Per Annum
CMSL				
OSL				

4. TECHNICAL QUESTIONS

- 1) Please indicate the Qualified Professional and the methodology for certification of cab enclosures as per WS-6 EQUIPMENT, 6.5, 2.
- 2) Please indicate the methodology to be utilized to determine Compaction as per WS-9 REFUSE UNLOADING, COMPACTION AND MONITORING, 9.10.
- 3) Please provide the methodology by which the volume of cover material will be tracked and the format for tracking as per WS-10 COVER, 10.1 Waste to Cover Ratio.
- 4) Please indicate the additional cost, if any, of staffing to provide for WS-1 REGULATIONS AND HOURS OF OPERATION, 1.4 Public Hours of Operation: c) Extra Hours Access.
- 5) Please indicate proposed ADC system to be employed, frequency and exemptions from deployment.

- 6) The Regional District is intending to remove contaminated wood products (painted, old furniture etc.) from the White Wood (Kiln Dried/Dimensional Wood Waste) stockpile. This material is then to be utilized as Alternate Daily Cover material. What is the best option to provide the public with a convenient separation option and the transportation of this material to the Active Face at the proposed Sites?
- 7) Please describe how fuel consumption will be tracked and reported as per 6. ENVIRONMENTAL REPORTING REQUIREMENTS.

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: SANITARY LANDFILL OPERATIONS SERVICES CAMPBELL MOUNTAIN/OLIVER			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal(s) received prior to closing		
	Site Manager & Operations Team identified		
	Methodology description		
	Subcontractor list		
	Reference List		
	Fee Estimates and Hourly rates provided		
	Confirmation of providing Performance Security		
	Environmental Reporting method		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	5	
	Experience of firm and project team members	5	
	Past Performance / References	10	
	Resources	10	
Proposal (30-50 points)	Scope	5	
	Methodology	20	
	Environmental Performance	3	
	Scheduling	2	
	Operations Team - Availability & Capacity	3	
	Clarity of Proposal	2	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (35% weight)	35	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least three staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) Qualifications of Contractor, Site Manager and Operations Team Members
Are they specialized and qualified in the nature of the project work?
- (ii) Experience of Contractor, Site Manager and Operations Team Members
Has the group completed similar projects during the last three years? Do the assigned team members have experience with similar operations?
- (iii) Past Performance
Is the Contractor's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the Contractor consistently maintain a clean, organized site and perform all operations?
- (iv) Resources
Does the Contractor have ample resources (e.g. staff, equipment, etc.) to apply to this Operational contract?

Proposal Evaluation

- (i) Scope
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and operational objectives?
- (ii) Methodology
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the work?
- (iii) Environmental Performance
Has the Contractor taken environmental factors into consideration with general operations of the work. Does the Contractor have corporate environmental policies or priorities?
- (iv) Scheduling
Does the Proposal indicate that the operations will begin on schedule? Will all equipment and personnel be available?
- (v) Operations Team
- (vi) Clarity of Proposal
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) Total Price
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. "green benefits" such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).
- (vi) If acquisition of the alternative product, at the higher cost, is approved purchase the alternate product; if not purchase the conventional product.

General Conditions

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

NOTICE TO PROCEED

To:

(Contractor)

(Address)

The Regional District of Okanagan-Similkameen hereby gives you notice that you are to proceed with performance of the Contract for:

SANITARY LANDFILL OPERATIONS CAMPBELL MOUNTAIN AND/OR OLIVER

Date of Notice to Proceed:

(Public Works Manager)

(Date)

Notice Received / Acknowledged:

(Contractor)

(Date)

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

SANITARY LANDFILL OPERATIONS

CAMPBELL MOUNTAIN AND/OR OLIVER

GENERAL CONDITIONS

GC-1 DEFINITIONS

- 1.1 Wherever the words herein defined, or pronouns used in their stead, occur in these Contract Documents, they shall have the meaning here given, unless the context requires a different meaning.
- 1.2 **CONTRACT DOCUMENTS** shall mean the documents that a contract comprises, including plans and/or drawings, specifications, all addenda, modifications and changes, together with any other items stipulated as being specifically included.
- 1.3 **CONTRACTOR** shall mean and include, irrespective of sex or number in the party or parties of the second part as named in the Contract, the individual, firm, co-partnership, or corporation and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individuals, firm, co-partnership, or corporation of his, their or its surety under the Contract bond, constituting one of the principals in the Contract and undertaking to perform Work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.
- 1.4 **CHANGE ORDER** is a written communication issued by the Public Works Manager, with the agreement of the Contractor, setting forth the authorized amount to be added to or deducted from the Contract Price on account of changes in the Work ordered by a Field Order.
- 1.5 **CONTRACT PRICE** shall mean the amount of the Contract as shown in the Proposal Submission and in the Contract Documents.
- 1.6 **REPRESENTATIVE** shall mean the Public Works Manager or any such Person duly authorized and appointed by the Regional District to act for the purposes of this Contract.
- 1.7 **EQUIPMENT** shall mean anything and everything except Persons used by the Contractor in performance of the Work and except Material as defined herein. It includes all tools, implements, machinery, vehicles, structures, and other things required for the execution of the Work, and provided by the Contractor.
- 1.8 **FIELD ORDER** is a written communication from the Public Works Manager to the Contractor ordering changes in the Work, clarifying the Contract Documents, issuing additional instructions or requesting information.
- 1.9 **MATERIAL** includes all materials and commodities required to be furnished under the Contract for the Work except those specifically provided for otherwise in the Contract Documents.

- 1.10** **OTHER CONTRACTOR** wherever used in these documents means any Person or firm or corporation employed by the Regional District on the Site of the Work other than through the Contractor.
- 1.11** **PERSON** means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.
- 1.12** **PUBLIC WORKS MANAGER** shall mean the Public Works Manager of the Regional District of Okanagan-Similkameen.
- 1.13** **REGIONAL DISTRICT** or **PARTY OF THE FIRST PART** shall mean the Regional District of Okanagan-Similkameen.
- 1.14** **SITE** shall mean the work site or facility operated and/or owned by the Regional District of Okanagan-Similkameen.
- 1.15** **SUPERINTENDENT** shall mean an employee or representative of the Contractor who is specifically authorized to be in full charge of the Contractor's operations at the Site of the Work and is so designated to the Regional District in writing.
- 1.16** **SUPPLY** or **PROVIDE** shall mean supply and pay for or provide and pay for.
- 1.17** **WORK** shall mean the entire Work, including Materials, labour, Equipment, transportation or other facilities or items ancillary to the foregoing, required to be done, furnished and performed by the Contractor to complete the Contract, in accordance with the Contract Documents.

GC-2 LOCAL CONDITIONS

- 2.1** The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality and practicality of the Work and of his methods of procedure.
- 2.2** No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

GC-3 REPRESENTATIVE'S STATUS

- 3.1** The Representative will be the Regional District's inspector during the period of operation and will observe the Work in progress on behalf of the Regional District for the dual purpose of ensuring that the Contractor maintains the Work in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Documents.
- 3.2** If, at any time, the Representative is of the opinion that there exists a danger to life or to property, he may order the Contractor to stop Work or to take such remedial measures as he considers necessary.
- 3.3** The Contractor shall obey such orders immediately. Neither the giving nor the carrying out of such orders thereby entitles the Contractor to any extra payment.

GC-4 SUPERVISION AND LABOUR

- 4.1** The Contractor shall employ a competent Superintendent and/or necessary assistants who shall be in attendance at the Site at all times while Work is being performed.

- 4.2** The Contractor shall Provide a competent Superintendent. The Superintendent shall be qualified in Management of Landfill Operations (MOLO). The Regional District requires that the Contractor's Superintendent shall have attended and obtained certification in a suitable course on Landfill operations no later than six (6) months from the commencement of the contract. The cost of such training shall be at the Contractor's expense.
- 4.3** The Superintendent shall be satisfactory to the Regional District and shall be the person named in the Contract's schedule of supervisory personnel in the Proposal and shall not be changed except for good reason and only then after consultation with and agreement by the Regional District.
- 4.4** The Superintendent shall represent the Contractor at the Site and directions given to him by the Regional District shall be held to have been given to the Contractor.
- 4.5** The Contractor shall comply with the requirements of the British Columbia Employment Standards Act and the Workers' Compensation Act, and all other federal and provincial legislation regarding wages and labour regulations.

GC-5 ASSIGNMENT OF CONTRACT

- 5.1** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District.

GC-6 CONTRACTOR'S FAILURE TO PERFORM

- 6.1** In case the Contractor shall fail in the due performance of any part of this Contract Agreement, or shall become bankrupt or insolvent or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy or relet or sublet the residue of any other portion or part of this Contract Agreement, without the permission in writing of the Regional District, it shall be lawful for the Regional District upon such conditions as it shall see fit, or from time to time to engage workmen and provide such material, implements and apparatus or to take possession of and use the machines, tools and apparatus of the Contractor in completing the Works and employ the same in such manner as the Regional District may think necessary and proper for completing the Works or any part of them, without rendering the Regional District liable for any loss which the Contractor may sustain by reason of such possession and use.
- 6.2** Any loss, damage or deficiency that may in consequence arise shall be paid or deducted out of any monies retained by the Regional District on account of any Work previously performed by the Contractor and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Contractor.

GC-7 ENFORCEMENT OF WORK

- 7.1** Upon breach by the Contractor of any term or covenant hereof, the Regional District retains the right to terminate the Contract Agreement, or to do Work not properly carried out by the Contractor provided the Contractor has first been given seven (7) days notice thereof and has failed in such time to do the Work properly or to remedy the breach.

GC-8 CHARACTER OF WORKMEN

- 8.1** All workmen must have sufficient knowledge, skill, and experience to perform properly the Work

assigned to them and be tactful and courteous in dealing with the public.

- 8.2** Any foreman or workman employed by the Contractor or Subcontractor who, in the opinion of the Regional District, does not perform his Work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner, shall, at the written request of the Representative, be removed from the Site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the Representative.

GC-9 INDEMNITY

- 9.1** The Contractor shall indemnify and save harmless the Regional District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him, and/or the Regional District, by reason of any act or omission or alleged act or omission of the said Contractor, his agents, employees, or Subcontractors in the execution of the Work.

GC-10 PERMITS AND REGULATIONS

- 10.1** The Contractor shall, at his own expense, procure all permits, certificates and licenses required for the execution of the Work and shall comply with all federal, territorial, provincial, and local laws and regulations, affecting the execution of the Work, save insofar as the Contract Documents specifically provide otherwise.

GC-11 INJURY OR DAMAGE

- 11.1** The Contractor shall use due care and take all necessary precautions to ensure the protection of Persons and property and shall comply with the provisions of the Workers' Compensation Act of the Province of British Columbia. The Contractor shall be liable for any and all injury or damage which may occur to Persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workmen, or agents.
- 11.2** The Contractor shall, without further order, maintain at all times during the progress or suspension of the Work, suitable barricades, fences and signs as are necessary to ensure the safety of the public and those engaged in the Work.
- 11.3** Notwithstanding the provision of Section GC-6, in an emergency affecting the safety of life, or of adjoining property, the Contractor, without the necessity of authorization from the Representative, shall act in a reasonable manner to prevent loss or injury.

GC-12 CHANGES IN THE WORK

- 12.1** The Regional District may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract. The value, if any, of such changes shall be taken into account in ascertaining the final amount of the Contract Price. All such Work shall be executed under the conditions of the Contract.
- 12.2** No extra work shall be carried out and no change shall be made, unless pursuant to a Field Order and no payment for extra work shall be made unless authorized by a Change Order.
- 12.3** If the Contractor claims that any instruction by drawings, or otherwise, involves extra costs under this Contract, he shall give the Representative written notice thereof immediately, and he shall then follow the Regional District's instruction regarding doing the Work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved it shall be paid.
- 12.4** The value of the changes in the Work due to differences between actual measured quantities and

Approximate Quantities shown in the Proposal shall be determined by the Unit Prices named in the Proposal. No Change Order is required.

12.5 The value of the change in the Work due to the addition or deletion of Work shall be determined by the Unit Prices named in the Proposal. A Change Order is required.

12.6 When there is a change in the Work not covered by Contract Unit Prices, the value of such a change shall be determined either by an agreement on a lump sum in each instance between the Regional District and the Contractor, or on a cost basis in accordance with the following provisions. A Change Order is required:

- a) Labour and Equipment at rates named in the Schedule of Force Account Rates in the Proposal; and Materials at the Contractor's cost F.O.B. job Site (as established by invoices) plus 20% or
- b) on a cost basis as follows:
 - i) payroll cost of labour which shall be defined as direct wages and salaries for the hours worked, plus 20% to cover Workers' Compensation, Employment Insurance, Holiday Pay, Statutory Holidays and other valid payroll burdens;
 - ii) plus, the Contractor's cost of providing room and board for labour, if room and board is normally provided by the Contractor on the project;
 - iii) plus, the Contractor's cost for Materials F.O.B. the Site less trade discounts, as established by invoices;
 - iv) plus 20% fee on the sum of items i) ii) and iii) to cover overhead, use of small tools and profit. Overhead includes the cost of Superintendents, time keepers and other administrative and supervisory personnel and their vehicles and other costs;
 - v) plus, the rental of Equipment for the hours worked, at locally accepted rates or at current provincial or territorial rates, for complete Equipment units including operator, fuel, grease, maintenance and such costs as are normal to an operating unit;
 - vi) plus 10% mark-up on (v) to the Contractor (but not to a Subcontractor) provided the Contractor does not own the Equipment;
 - vii) plus, valid transportation costs for Equipment specifically required for the change in the Work, but with no mark-up.
- c) the choice between a) and b) shall be made by the Regional District, at its sole discretion.

12.7 When Work is being done on a cost basis the Contractor shall be paid for Work performed by his direct Subcontractors; the cost for Subcontractors, determined as in 12.6 above, plus 10% to cover the Contractor's coordination.

12.8 When Work is being done on a cost basis, the Contractor shall submit to the Representative daily, an account in triplicate for Work done on the preceding day. The account shall include the man hours, equipment hours and Materials used. The Representative shall, each day, check the account, and if it is numerically correct, he shall sign the three copies and return one signed copy to the Contractor. Only those items which are eligible in accordance with these specifications shall be certified for payment by a Change Order.

12.9 If on the day, the Contractor fails to submit an account of Work done on a cost basis, the Representative shall prepare the account, and this shall be used as the basis for payment for that portion of the Work, and no payment will be made for any account subsequently submitted by the Contractor for that portion of the Work.

12.10 Neither the Contractor nor the Regional District shall have the right to terminate the Contract or

be liable for any failure or delay to perform its obligations, if such default results from any Act of God; i.e. fire, flood, severe storm, etc., or any insurrection, war, civil unrest, or other cause beyond such party's reasonable control.

GC-13 PAYMENT

- 13.1** The Regional District will, upon receipt of application (monthly invoice) for payment from the Contractor by the fifth (5th) of the month following that for which payment is claimed and advice from the Representative ensuring that the Work has been satisfactorily carried out, pay the Contractor in accordance with Section GC-13, 13.2 on or before the twentieth (20th) of the month following in which the Work was undertaken.
- 13.2** For the purpose of GC 13.1, the payment amount shall be equal to; the base contract price divided by twelve (12) months and the monthly; unit rate, force account and tonnage charges.

GC-14 PAYMENT WITHHELD

- 14.1** The Regional District may withhold or nullify the whole or part of any payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:
- (a) That the Contractor is not performing the Work satisfactorily.
 - (b) That defective Work is not being remedied.
 - (c) That there are affidavits (or an affidavit) or claim of lien, or liens (or a lien) filed against the lands and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) or claim of lien or of filing or registration of liens (or a lien).
 - (d) That the Contractor is failing to make prompt payments caused by the Contractor to anyone employed on the Site or in connection with the Work.
 - (e) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the Site or in connection with the Work.
- 14.2** Where Subcontractors or suppliers of Material are not receiving prompt payment, the Regional District may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

GC-15 REMOVAL OF LIENS

- 15.1** The Contractor shall forthwith remove at his own expense all affidavits of claim of lien, or liens, filed or registered against the lands and premises, probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien) and the Contractor shall indemnify and save harmless the Regional District from liability arising out of any such affidavit or affidavits of claim of lien.

GC-16 COMPLETION AND ACCEPTANCE

- 16.1** On completion of the operation, all portions of the Work shall be gone over carefully by the Contractor who shall satisfy himself that every item has been completed, and that the whole Works are in a clean and tidy condition, and ready in all respects for acceptance by the Regional District. The Contractor shall, by writing to the Representative, request that a final inspection of the Works be carried out.
- 16.2** On receipt of a written recommendation from the Representative, subject to his acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract Agreement save for those which cannot be performed until after the Notice of

Acceptance has been issued, will issue the Notice of Acceptance. Such recommendation will only be made by the Representative following:

- (a) The final inspection of the Works and rectification by the Contractor of all job deficiencies.
- (b) The submission to the Representative by the Contractor of a written statement that all claims and amounts of the Contractor for extra Work, or otherwise in connection with the Contract Agreement, have been presented in writing to the Representative.

16.3 If the Contractor considers that for reasons beyond his control all job deficiencies cannot be rectified promptly, he may in writing request a partial acceptance of the Works. Such a written request must be submitted to the Representative, but shall not be submitted to or considered by the Representative until the statement referred to in (b) above has been submitted. Subject hereto, the Representative will consider the request and will make such recommendation thereon to the Regional District as he shall in his absolute discretion think fit.

16.4 The Regional District will consider the Representative's recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Regional District will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

GC-17 WORKERS COMPENSATION COMPLIANCE

17.1 The Contractor shall, during the term of this Agreement, show proof of payment of claims in good standing with the Worksafe BC.

GC-18 INSURANCE

18.1 The Contractor shall provide, maintain and pay for the following insurance policies, providing coverage to the Contractor and any Subcontractor performing Work provided by this Contract Agreement:

- a) Comprehensive General Liability Insurance;
- b) Automobile Liability Insurance.
- c) Contractor Equipment Insurance

18.2 Comprehensive General Liability Insurance

- a) The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death, and damage to property including the loss of use thereof and shall include coverage for;
 - (i) premises, activities and operations liability
 - (ii) blanket contractual liability
 - (iii) cross liability
 - (iv) contingent employer's liability
 - (v) owners and contractors protective
 - (vi) occurrence basis property damage
 - (vii) broad form property damage
 - (viii) employees as insureds
 - (ix) personal injury
 - (x) broad form loss of use
 - (xi) non owned automobile liability
- b) Employees shall be included as additional insureds.

- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement. The policy shall be endorsed to provide the Regional District with not less than thirty (30) days, by registered mail, notice in advance of cancellation, termination, or Material alteration.
- d) The policy shall include the Regional District of Okanagan-Similkameen as an Additional Named Insured.
- e) Providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any Person(s) or because of damage or destruction of property caused by an occurrence or accident arising out of or related to the Work or any operations carried out in connection with this Contract;
- f) Including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- g) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

18.3 Automobile Liability Insurance

- a) The Contractor shall provide and maintain Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five million dollars (\$5,000,000) inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence
- b) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement or until total completion of the Work or such longer period as may be specified by the Regional District.

18.4 Contractor's Equipment Insurance

All Risks Insurance for loss or damage to all Contractor's Equipment, owned, leased or for which the Contractor may otherwise be responsible for and used or to be used in the performance of the work. The insurance shall be for an amount not less than the replacement cost value of the Equipment. In the event of loss or damage, the Contractor shall, if so requested by the Regional District, forthwith replace such lost or damaged Equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the Regional District of Okanagan-Similkameen.

Each and every policy insuring Contractor's Equipment to be used on this project shall contain the following clause:

"It is agreed that the right to subrogation against Regional District is hereby waived."

18.5 Failure to Provide

- a) If the Contractor fails to do all or anything that is required of it with regard to insurance, and any monies expended by the Regional District shall be repayable and recovered from the Contractor.
- b) The Contractor expressly authorizes the Regional District of Okanagan-Similkameen to deduct from any monies owing the Contractor, any monies owed by the Contractor to the Regional District of Okanagan-Similkameen .

18.6 Non-Payment of Losses

- a) The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the insurance requirements of this Agreement, with respect to the liability of the Contractor otherwise.
- b) Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account

18.7 Insurance Companies

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

GC-19 TAXES AND TARIFFS

19.1 The Contractor shall be responsible for payment of any of the following:

- (a) Unemployment Insurance
- (b) Canada Pension Plan
- (c) Income Tax
- (d) Health and Welfare Benefits
- (e) Overtime
- (f) Vacation Pay
- (g) Licenses
- (h) Permits
- (i) Goods and Services Tax
- (j) Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of an employee.

GC-20 INSPECTIONS OF WORK

- 20.1** The Representative may, at any time, inspect the Contractor's performance of the Work and for that purpose may enter into any place or premises where the Contractor is undertaking the Work to carry out inspections of the Work and to review whether the service supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract Documents.
- 20.2** If, in the opinion of the Representative, the Contractor is not meeting the requirements of the Contract Documents, then on written notice from the Representative, the Contractor will proceed without delay to institute corrective measures.
- 20.3** The Representative is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring the Work is being performed in full conformity with all terms and conditions of the Contract Documents.

GC-21 PATENTS AND/OR COPYRIGHTS

- 21.1** The Contractor shall indemnify and hold and save harmless the Regional District, its officers, agents, servants and employees, from all claims, debts, demands, suits, actions and causes of action, and liability of any nature or kind, and including all costs (including all actual legal costs) and expenses, for or on account of any claim brought by any Person including any Subcontractor

for breach of copyright, patent or other intellectual property right arising from or relating to the Contractor's performance of the Work.

- 21.2** Documents require or specify any process, equipment or Work method that infringes on any third party's intellectual property rights then, as part of the cost of the Work, the Contractor shall pay all royalties, patent, license fees or other fees required for the use of such rights. If the Contractor fails or refuses to pay such fees, or fails or refuses to meet its indemnification obligations as set out in this paragraph, then the Regional District may deduct and set off any amount the Regional District may be liable to pay from any payments owing to the Contractor under this Contract.

GC-22 CONTRACTOR'S RECORDS

- 22.1** The Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:
- a) The Contractor shall maintain all ledgers, books of accounts, invoices and cancelled cheques, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District, for a period of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract;
 - b) Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Representative. Copies of such documents shall be provided to the Representative for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.
- 22.2** If the Representative has reason to believe that such records or document may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

GC-23 DISPUTE RESOLUTION

- 23.1** The Public Works Manager shall, in the first instance, be the interpreter of the requirements of the Contract Documents.
- 23.2** In the event of any Dispute, which shall be any disagreement or misunderstanding between the Public Works Manager and the Contractor after initial attempts at resolution, either party shall provide the other with a written summary of the Contract question(s) at issue and the redress sought. Within fourteen (14) calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.
- 23.3** If a party does not give any written response to the written communication then the communication will be deemed to have been accepted by the receiving party.
- 23.4** If there is an exchange of communication and issues remain unresolved, both parties shall:
- a) make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
 - b) provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

- 23.5** If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute shall be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be Penticton, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- 23.6** The Contractor shall not delay any of the Work of the Contract on account of any dispute, negotiation or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

Draft General Conditions

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Purchase of Public Works Vehicles

Administrative Recommendation:

THAT the Board of Directors approve an expenditure from the 'Deposit – Vehicle Replacement' account for the purchase of three fleet vehicles for Public Works operations up to the maximum amount of \$115,000.

Purpose:

To ensure the Public Works Operations have reliable and cost effective vehicles to perform the work at the various facilities throughout the Regional District.

Reference:

All requests for spending of reserve-type funds outside of the approved budget must be approved by the Board of Directors.

Business Plan Objective: *(Tie to current RDOS Business Plan)*

Purchase of vehicles is not separately listed in the business plan objectives but are required equipment in order to provide efficient and continuous service to the customers.

Background:

The Public Works (PW) fleet vehicles are relied upon for travelling along various terrain around the Regional District area. Several of the fleet vehicles are in need of replacement and two operators are still in need of a vehicle.

In the 2017 budget preparation, one truck for the PW utility operators and one truck for the mosquito control crew were meant to be included. The request for the Mosquito truck was included and approved with the 2017 budget. Unfortunately due to some confusion, the request for the second truck did not make it into the 2017 budget.

The second truck was to be allocated to the PW operations for the water and sewer systems. At the time when the budget was being developed, one operator was without a vehicle. The operator

borrowed another department's fleet vehicles when it was available but also needed to use their personal vehicle for the past couple years.

Once the 2017 budget had passed, the oversight was identified when preparations were being made to release a Request for Quotations to obtain a new vehicle. The approval of the budget also permitted the retaining of a new water operator as the new systems taken on recently by the Regional District has increased the workload beyond the current operator's capacity.

Analysis:

With the approval of a new operator, a second fleet vehicle is needed to carry out the required work on the systems. This brings the total new fleet vehicles needed up to two.

During the preparation for this vehicle request, the Vehicle Replacement Guideline was completed for the PW fleet vehicles older than 2008; a total of seven vehicles. The criteria were applied as specified and the results were as follows:

	Odometer	Rating
RD06	243,157	42
RD09	394,317	43
RD11	226,571	35
RD12	161,117	28
RD13	203,566	33
RD15	354,069	37
RD16	138,771	28

The points rating scale in the Vehicle Replacement Guideline is provided below for reference.

Points Rating	Under 20 Condition 1	Excellent
	20 to 25 Condition 2	Good
	26 to 30 Condition 3	Fair
	31 to 34 Condition 4	Poor (consider replacement)
	Over 35 Condition 5	Replace

Of the seven trucks scored, 4 are in Condition 5 and should be replaced. One truck, RD13 will reach Condition 5 next year.

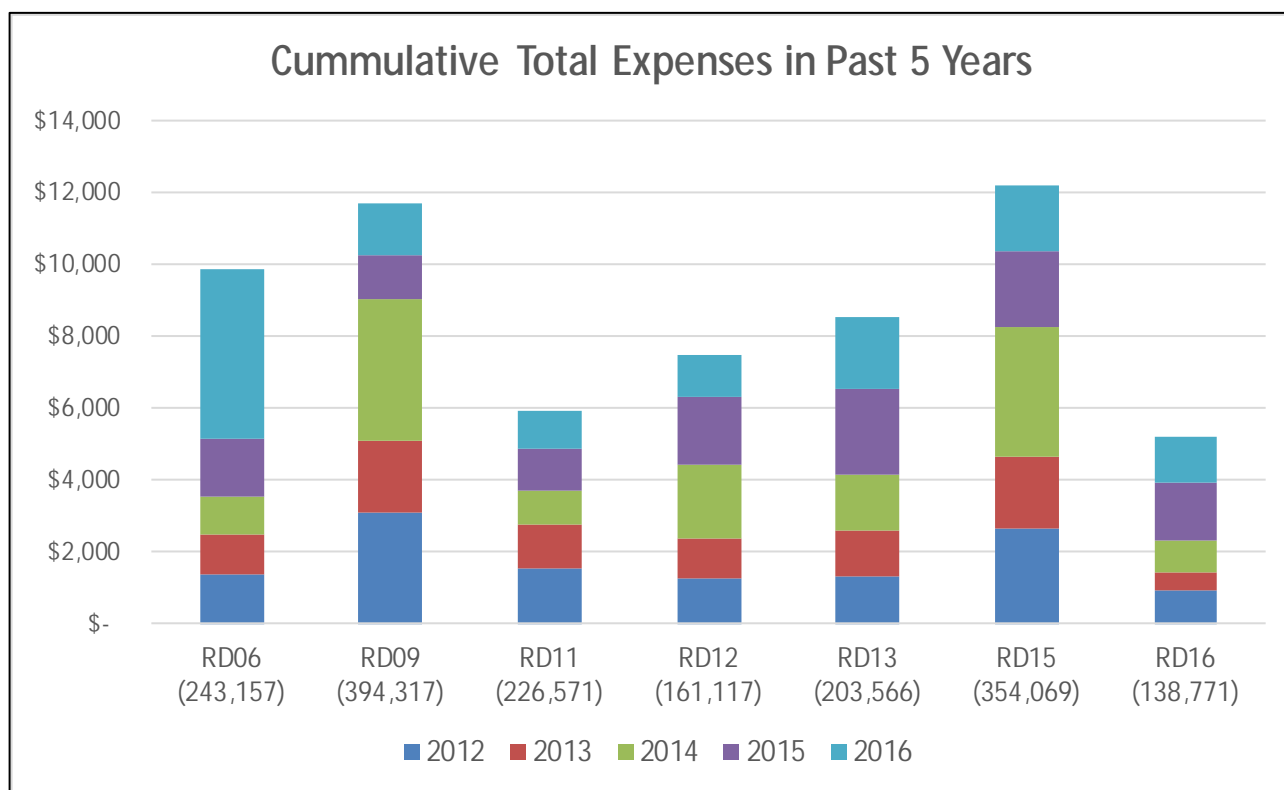
Of these four Condition 5 vehicles, RD06 and RD15 are currently only used around Campbell Mountain Landfill and occasionally driven into Penticton for fuel or to the office. The demand on these vehicles is low and can likely continue for a couple years with only limited use.

RD11 is used for travelling around the water systems, sewer systems and landfills mainly for sampling purposes. The truck has proven reliable and the annual maintenance in the past five years

has been fairly regular. This truck will likely be sufficient for the remainder of 2017 but it should be considered for replacement in the 2018 budget year.

RD09 is the truck with the highest odometer reading and is still heavily used to travel to the water systems for all required work. Significant maintenance has been required to keep the truck running in the past five years. Due to the condition and current use of the vehicle it can be expected that additional items will fail and require replacement within the next year.

As part of the analysis presented, a summary of the cumulative total expenses for maintenance on the vehicles was calculated. These expenses included all maintenance items such as oil changes, brakes, fuel pumps and starters, but did not include the purchase of tires. The results are summarized in the graph below. For comparison purposes, the average annual cost for maintenance on a new vehicle is approximately \$500 to \$600.



To summarize specific results presented above:

- RD06 had significant work completed to keep it running in 2016 and it is expected to perform in the short term for Campbell Mountain as a very low use vehicle.
- RD15 is the other landfill vehicle and has over \$12,000 in maintenance in the past five years to keep it on the road. It has recently been moved to the landfill as the main use vehicle for site staff.

- RD09 has had almost \$12,000 in maintenance work completed in the past five years and is expected to incur additional costs with the high utility usage.

The oversight of not including the second PW truck in the 2017 provided an opportunity to thoroughly analyze the condition of the PW existing fleet. This provided a complete picture of what all the needs were with the truck fleet. Based on the analysis of the existing vehicle condition, as well as the need for trucks for new operators, this report is requesting the approval for purchasing three trucks for the Public Works operations.

Available Funding

The different Public Works services contribute to the 'Deposit - Vehicle Replacement' account each year. This reserve has sufficient capital available to purchase three pickup trucks for Public Works. The estimated cost for the three trucks to be brought into service is expected to be approximately \$115,000.

Alternatives:

Approval of one truck or approval of two trucks are possible alternatives.

Communication Strategy:

A Request for Quotations will be released to the local car dealerships upon approval to proceed for obtaining quotes for the purchase of the trucks.

Respectfully submitted:

Liisa Bloomfield

L. Bloomfield, Engineer

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2000

Make/Model: Ford F150 Pickup

Unit No.: **RD06**

Dept: PW

KM or Hrs: 243,157

FACTOR	DESCRIPTION			POINTS
Age	One point for every year of service from manufacture date			17
Mileage	One point for every 20,000 kms.			12
Type of Service	1 to 5 points based on type of service			2
	Constant Heavy Use (eg. Utilities)		5 Points	
	Occasional Heavy Use (eg Parks)		4 Points	
	Medium Use (eg. Inspections)		3 Points	
	Light Use (eg. Landfills)		2 Points	
	Administrative Use (eg. Pool Vehicles)		1 Points	
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)			6
	Pending major repairs		10 Points	
	In shop once per month		8 Points	
	In shop every 2 months		6 Points	
	In shop every 4 months		4 Points	
	In shop every 6 months		2 Points	
	In shop once per year		1 Point	
Condition	General Exterior Appearance	Good	1 Point	5
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				42

Points Rating	Under 20	Condition 1	Excellent
	20 to 25	Condition 2	Good
	26 to 30	Condition 3	Fair
	31 to 34	Condition 4	Poor (consider replacement)
	Over 35	Condition 5	Replace

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2003

Make/Model: Ford F150 Pickup

Unit No.: **RD09**

Dept: PW

KM or Hrs: 394,317

FACTOR	DESCRIPTION			POINTS
Age	One point for every year of service from manufacture date			14
Mileage	One point for every 20,000 kms.			19
Type of Service	1 to 5 points based on type of service			5
	Constant Heavy Use (eg. Utilities)		5 Points	
	Occasional Heavy Use (eg Parks)		4 Points	
	Medium Use (eg. Inspections)		3 Points	
	Light Use (eg. Landfills)		2 Points	
	Administrative Use (eg. Pool Vehicles)		1 Points	
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)			2
	Pending major repairs		10 Points	
	In shop once per month		8 Points	
	In shop every 2 months		6 Points	
	In shop every 4 months		4 Points	
	In shop every 6 months		2 Points	
	In shop once per year		1 Point	
Condition	General Exterior Appearance	Good	1 Point	3
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				43

Points Rating	Under 20	Condition 1	Excellent
	20 to 25	Condition 2	Good
	26 to 30	Condition 3	Fair
	31 to 34	Condition 4	Poor (consider replacement)
	Over 35	Condition 5	Replace

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2005

Make/Model: GMC Canyon pickup

Unit No.: **RD11**

Dept: PW

KM or Hrs: 226,571

FACTOR	DESCRIPTION			POINTS
Age	One point for every year of service from manufacture date			12
Mileage	One point for every 20,000 kms.			11
Type of Service	1 to 5 points based on type of service			5
	Constant Heavy Use (eg. Utilities)		5 Points	
	Occasional Heavy Use (eg Parks)		4 Points	
	Medium Use (eg. Inspections)		3 Points	
	Light Use (eg. Landfills)		2 Points	
	Administrative Use (eg. Pool Vehicles)		1 Points	
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)			2
	Pending major repairs		10 Points	
	In shop once per month		8 Points	
	In shop every 2 months		6 Points	
	In shop every 4 months		4 Points	
	In shop every 6 months		2 Points	
	In shop once per year		1 Point	
Condition	General Exterior Appearance	Good	1 Point	5
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				35

Points Rating	Under 20	Condition 1	Excellent
	20 to 25	Condition 2	Good
	26 to 30	Condition 3	Fair
	31 to 34	Condition 4	Poor (consider replacement)
	Over 35	Condition 5	Replace

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2008

Make/Model: Ford Ranger pickup

Unit No.: **RD12**

Dept: PW

KM or Hrs: 161,117

FACTOR	DESCRIPTION			POINTS
Age	One point for every year of service from manufacture date			9
Mileage	One point for every 20,000 kms.			8
Type of Service	1 to 5 points based on type of service			4
	Constant Heavy Use (eg. Utilities)		5 Points	
	Occasional Heavy Use (eg Parks)		4 Points	
	Medium Use (eg. Inspections)		3 Points	
	Light Use (eg. Landfills)		2 Points	
	Administrative Use (eg. Pool Vehicles)		1 Points	
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)			4
	Pending major repairs		10 Points	
	In shop once per month		8 Points	
	In shop every 2 months		6 Points	
	In shop every 4 months		4 Points	
	In shop every 6 months		2 Points	
	In shop once per year		1 Point	
Condition	General Exterior Appearance	Good	1 Point	3
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				28

Points Rating	Under 20 Condition 1	Excellent
	20 to 25 Condition 2	Good
	26 to 30 Condition 3	Fair
	31 to 34 Condition 4	Poor (consider replacement)
	Over 35 Condition 5	Replace

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2008

Make/Model: Ford Ranger pickup

Unit No.: **RD13**

Dept: PW

KM or Hrs: 203,566

FACTOR	DESCRIPTION		POINTS	
Age	One point for every year of service from manufacture date		9	
Mileage	One point for every 20,000 kms.		10	
Type of Service	1 to 5 points based on type of service		5	
	Constant Heavy Use (eg. Utilities)	5 Points		
	Occasional Heavy Use (eg Parks)	4 Points		
	Medium Use (eg. Inspections)	3 Points		
	Light Use (eg. Landfills)	2 Points		
	Administrative Use (eg. Pool Vehicles)	1 Points		
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)		6	
	Pending major repairs	10 Points		
	In shop once per month	8 Points		
	In shop every 2 months	6 Points		
	In shop every 4 months	4 Points		
	In shop every 6 months	2 Points		
	In shop once per year	1 Point		
Condition	General Exterior Appearance	Good	1 Point	3
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				33

Points Rating	Under 20 Condition 1	Excellent
	20 to 25 Condition 2	Good
	26 to 30 Condition 3	Fair
	31 to 34 Condition 4	Poor (consider replacement)
	Over 35 Condition 5	Replace

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2008

Make/Model: Ford Ranger pickup

Unit No.: **RD15**

Dept: PW

KM or Hrs: 354,069

FACTOR	DESCRIPTION			POINTS
Age	One point for every year of service from manufacture date			9
Mileage	One point for every 20,000 kms.			17
Type of Service	1 to 5 points based on type of service			2
	Constant Heavy Use (eg. Utilities)		5 Points	
	Occasional Heavy Use (eg Parks)		4 Points	
	Medium Use (eg. Inspections)		3 Points	
	Light Use (eg. Landfills)		2 Points	
	Administrative Use (eg. Pool Vehicles)		1 Points	
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)			4
	Pending major repairs		10 Points	
	In shop once per month		8 Points	
	In shop every 2 months		6 Points	
	In shop every 4 months		4 Points	
	In shop every 6 months		2 Points	
	In shop once per year		1 Point	
Condition	General Exterior Appearance	Good	1 Point	5
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				37

Points Rating	Under 20 Condition 1	Excellent
	20 to 25 Condition 2	Good
	26 to 30 Condition 3	Fair
	31 to 34 Condition 4	Poor (consider replacement)
	Over 35 Condition 5	Replace

RDOS VEHICLE REPLACEMENT GUIDELINE SCORING SHEET

Inspection Date: March 23, 2017

VIN:

In service date: 2008

Make/Model: Ford Ranger pickup

Unit No.: **RD16**

Dept: PW

KM or Hrs: 138,771

FACTOR	DESCRIPTION			POINTS
Age	One point for every year of service from manufacture date			9
Mileage	One point for every 20,000 kms.			7
Type of Service	1 to 5 points based on type of service			5
	Constant Heavy Use (eg. Utilities)		5 Points	
	Occasional Heavy Use (eg Parks)		4 Points	
	Medium Use (eg. Inspections)		3 Points	
	Light Use (eg. Landfills)		2 Points	
	Administrative Use (eg. Pool Vehicles)		1 Points	
Reliability	Frequency of Repairs (in addition to regular preventative maintenance.)			4
	Pending major repairs		10 Points	
	In shop once per month		8 Points	
	In shop every 2 months		6 Points	
	In shop every 4 months		4 Points	
	In shop every 6 months		2 Points	
	In shop once per year		1 Point	
Condition	General Exterior Appearance	Good	1 Point	3
	Integrity of Interior	Fair	3 Points	
	Rust, Dents etc.	Poor	5 Points	
Deduction	Deduct 5 Points if vehicle is still under manufacturer's warranty			0
TOTAL POINTS				28

Points Rating	Under 20	Condition 1	Excellent
	20 to 25	Condition 2	Good
	26 to 30	Condition 3	Fair
	31 to 34	Condition 4	Poor (consider replacement)
	Over 35	Condition 5	Replace

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Lower Similkameen Community Forest – Notice of Motion

Introduction:

A December 15, 2016 resolution on the Lower Similkameen Community Forest Corporation was brought back for reconsideration at the meeting of 16 March 2017 and passed.

Following the motion to reconsider, the original motion came immediately back onto the Board Table for discussion and it was referred to the meeting of 6 April 2017.

The 2016 report is attached for information and corporate counsel will be available for questions.

ADMINISTRATIVE REPORT

TO: Select meeting type...

FROM: B. Newell, Chief Administrative Officer

DATE: December 15, 2016

RE: Lower Similkameen Community Forest Corporation



Administrative Recommendation:

THAT the Board of Directors withdraw the Regional District participation in the Lower Similkameen Community Forests Ltd ("Ltd") and the Lower Similkameen Community Forest Limited Partnership ("LLP") and transfer its interest to the Lower Similkameen Indian Band Business Trust.

THAT, in accordance with the Declaration of Trust signed by the Electoral Area "G" Director on December 11, 2014, the Electoral Area "G" Director be instructed to execute all documents requiring his signature to transfer the Regional District of Okanagan-Similkameen's interest in the Lower Similkameen Community Forest Ltd; and further,

THAT should the Electoral Area "G" Director not execute the required documents, the Board of Directors authorize the transfer of legal interest in the shares registered in the name of Elef Christensen to the Chair of the Board of Directors.

Reference:

Declaration of Trust – December 11, 2014

Background:

1. The Regional District, Village of Keremeos and LSIB went through the process of forming a partnership and applying for a Community Forest License back in 2005. In order to hold a community forest license a corporation had to be established, but the Local Government Act requires a Regional District to obtain approval from the Inspector of Municipalities first. RDOS was denied this approval but we went ahead and entered the partnership anyway. We've consequently been ordered by the Province to withdraw from the Partnership.
2. The Village of Keremeos has resolved to withdraw from the partnership and transfer shares to LSIB, pending the approval of LSIB.
3. On October 20, 2016, the Corporate Services Committee recommended that the Board of Directors withdraw the Regional District participation in the Lower Similkameen Community Forests Ltd ("Ltd") and the Lower Similkameen Community Forest Limited Partnership ("LLP"), pending the approval of the Lower Similkameen Indian Band.

4. The Lower Similkameen Indian Band has approved the withdrawal of RDOS and has signed off to accept the RDOS shares.
5. At the Board Meeting of 17 November 2016, the Area G representative moved a motion to transfer the RDOS shares to the Similkameen Valley Planning Society (SVPS), rather than LSIB. Due to uncertainty around the legality of that, the Board referred it over to the SVPS to see if they were interested.
6. The Partnership Act of BC specifically provides that the RDOS could only assign their units if all other partners consent to the assignment. That would mean that RDOS could not assign our units to SVPS without LSIB approval. Further, the Partnership Agreement specifically provides that RDOS could only assign their units to another partner. So, if LSIB allowed RDOS to transfer their units to SVPS, the Partnership Agreement would have to be restructured to allow for that to happen.
7. LSIB respectfully declines the suggestion that RDOS shares be transferred to any party other than LSIB.

Analysis:

The Lower Similkameen Indian Band and the Electoral Area "B" Director have now signed all required documents to permit the transfer of shares from the Regional District to the Band. In order to complete the transfer, the signatures of the Electoral Area "G" Director, or an alternate designate of the Board, must now be obtained.

Paragraph 2 of the Declaration of Trust signed by the Director on December 11, 2014 states that said shares are beneficially owned by the Regional District of Okanagan-Similkameen Area "G" (the "Principal") and that the Director will hold the same in trust for the account and benefit of the Principal and that the Director will, at the request of the Principal, execute all such documents and do all such things as may be required to transfer the said share into the name of the Principal or its nominee.

Should the Board need to transfer authority to sign on behalf of the Regional District to the Chair, this may be done with a Board resolution.

Respectfully submitted:

"Christy Malden"

C. Malden, Manager of Legislative Services

To: RDOS Board of Directors

Fr: Roger Mayer

Alt. Director Area G RDOS

Re: request to legalize the RDOS's involvement in Lower Similkameen Community Forest

I asked the RDOS Board to reconsider allowing Electoral Areas B and G to continue operating the Lower Similkameen Community Forest. I have chaired the Community Forest since it's inception and worked hard with the Ministry of Forests to obtain this licence. When Director Christensen asked me to be an alternate Director for Area G, I had to step down as a director of the Corporation, as to insure that any liability that would result from the operations of the Corporation would rest with the Corporation and not with the RDOS. It was structured similar to many community Forest Corporations in BC which are structured in this way. It is to insure no liability would rest with the Local Government and any statement that the RDOS would attract liability under this structure is incorrect.

I respect the fact that the Village of Keremeos has made the decision to relinquish their interest in the Community Forest. I also would ask that Area B and Area G be afforded the same consideration if we choose to continue our interest in the Community Forest. We are paying the costs for bringing the establishment bylaws and corporation in compliance with Municipal Affairs. The Corporation itself has no issues, although it may need to be restructured to comply with Provincial requirements as they relate to the RDOS.

I reviewed this file with our CEO and our Lawyer with the following findings. The cost of legalizing the Community Forest with Municipal Affairs and re-establishing the Corporation would be about the same as proceeding with a transfer of the Corporation to the Lower Similkameen Indian Band. The RDOS can set up this structure in the same manner that the Princeton/ Area H community forest presently functions under.

With regards to any transfer of the Community Forest Corporation, the lawyer has been collecting the necessary documentation but there has been no execution of any transfer, so no action has been taken. The Directors of the Corporation for Area B and G and the Lower Similkameen Indian Band are still in place.

With regards to the Lower Similkameen Community Forest itself, I am concerned that the Report the RDOS received from the company that is presently managing the operations, may be a little bias in nature.

The RDOS was questioning the management practises of the company, and there was concern that the company could be replaced, as their contract has expired with the Community Forest. The company also manages the forestry interests of the Lower Similkameen Indian Band. In light of these issues the company was in a clear conflict of interest when It wrote the report to the Board. It had its' own interests, as well as one of it's customers interests which were being considered.

The second thing is that the forester for the Lower Similkameen Community Forest (LSCF) has identified an area that could be harvested that would generate a profit for the company of about \$33,175.00. Since that report the price of timber has climbed and this profit could be in the \$40,000 plus range. (see attached report)

Outside of operations the overhead costs of the accounting and filing the appropriate documents with the Ministry of Forests, and revenue Canada etc. is about \$10,000.00. That's what our accountant told us at the last meeting at which I was chair of the Corporation.

The (LSCF) presently has \$121,504.83 in our accounts at CIBC in Keremeos. (see attached documentation). Some of this is set aside for reforestation, however our equity position when I was last chair of the organization was about \$60,000.00

Given the above information I believe the Lower Similkameen Community Forest can continue to be a viable entity, and continue to provide forestry jobs for residents of the Lower Similkameen, and residents of the Lower Similkameen Indian Band.

I admit that I am no expert when it comes to timber harvesting, however when I am in this type of situation, I rely on successful experienced people in this area of expertise. All the people I have discussed this matter with who have substantial forestry experience have indicated that this community Forest is a valuable resource to our community and should be maintained and protected. (Please review the attached letters of support.)

I ask for your support on this issue.



Roger Mayer
Alt Director Area G

The Duruisseau Project cost estimate breakdown:

Description	\$/m3
Ground Based Logging	\$ 23.00
Hauling Rate	\$ 21.50
Engineering & Assessments	\$ 3.50
Logging Supervision	\$ 1.00
Administration costs	\$ 0.50
Waste & Residue/burning	\$ 0.50
Silviculture	\$ 5.75
Annual Rent	\$ 0.37
New Road Construction/upgrades	\$ 3.75
Ashnola/Duruisseau Rd Maintenance	\$ 1.00
Duruisseau Bridge Maintenance/Inspection	\$ 0.17
Bridge Design (+6m span)	\$ 0.66
Bridge Rental/install/removal	\$ 0.31
Stumpage January 2016	\$ 3.09
Total	\$ 65.10

Project costs summary:

The project will require maintenance for Ashnola & Duruisseau main haul roads which includes ditch cleaning, grading & some minor brushing for safety. Also, during road inspections last season it was identified a wood bridge on Duruisseau main would require inspection before industrial traffic drives across that the bridge and could require minor repairs to the deck & deck rails.

New road development and construction will have some steeper side slopes sections that are over 50% and these sections will require a professional geo-technician to assess the risk of road construction. Also, one identified block in this development will require a temporary bridge (steel portable/railcar) as well as, a requirement for bridge design to cross a S5 stream (+6m span).

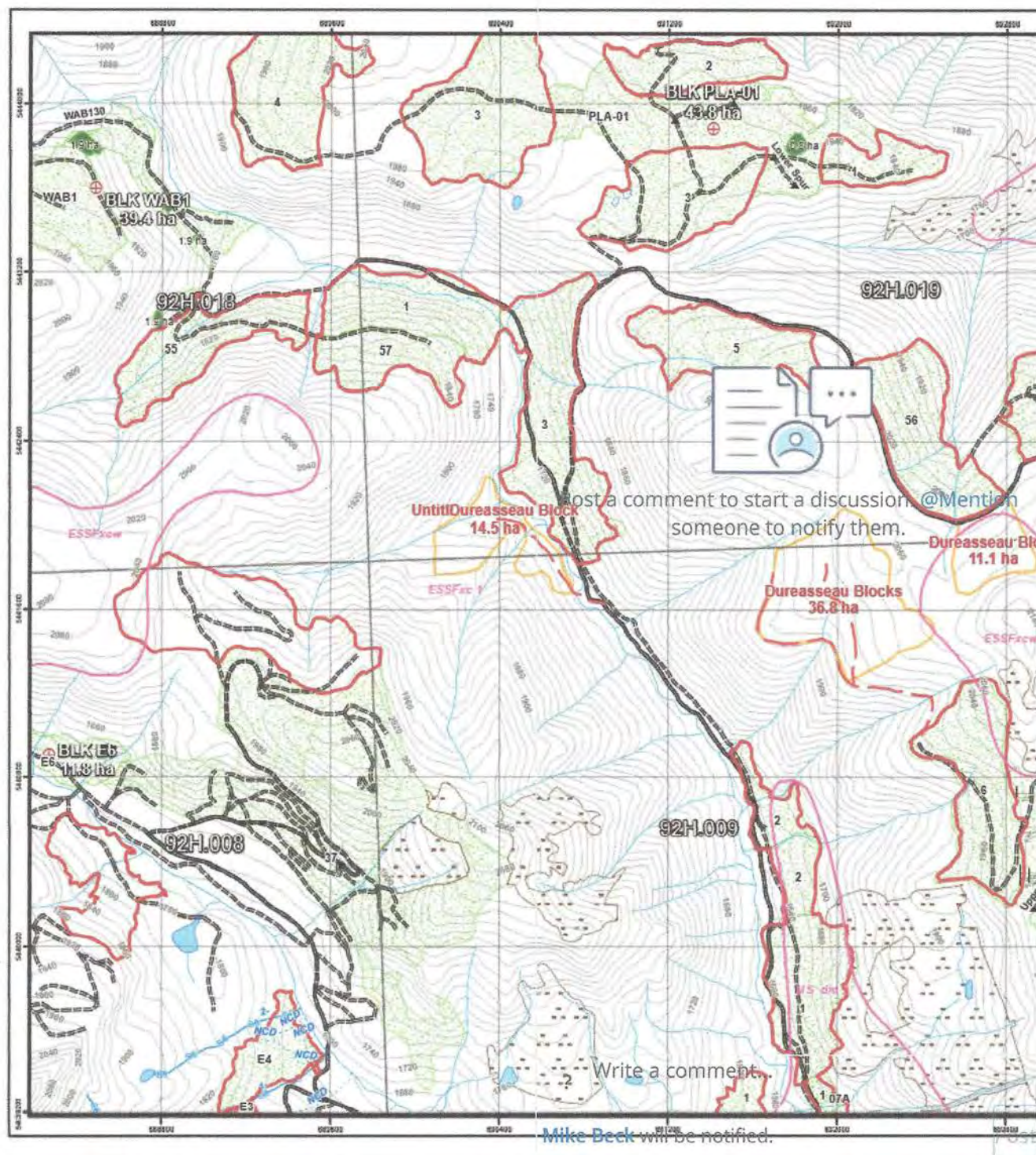
Ground Based Logging costs are estimated higher for this development as slopes in portions of the development will have slopes approaching 45%.

Duruisseau Project Recommendations:

The harvesting of Duruisseau has a potential to make a small profit for LSCF (\$33,175.00) that can help fund a future small harvest development opportunity if log prices increase as well assist with LSCF annual expenses to maintain the business. The project includes costs of conducting essential maintenance & inspections for roads and infrastructure that LSCF holds under permit for liability reasons.

Comments

Options





CIBC Account Statement

LOWER SIMILKAMEEN COMMUNITY FOREST
LIMITED PARTNERSHIP

The names shown are based on our current records, as of March 20, 2017. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

For Feb 1 to Feb 28, 2017

Account number

~~XXXXXXXXXX~~

Branch transit number

00060

Account summary

Opening balance on Feb 1, 2017		\$121,515.83
Withdrawals	-	11.00
Deposits	+	0.00
Closing balance on Feb 28, 2017	=	\$121,504.83

Contact information

 **1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired

1 800 465 7401

Outside Canada and the U.S.

1 902 420 CIBC (2422)

 **www.cibc.com**

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Feb 1	Opening balance			\$121,515.83
Feb 28	ACCOUNT FEE	11.00		121,504.83
	Closing balance			\$121,504.83

PAT LAWRENCE CONTRACTING LTD.

#4536 Hwy 3 Keremeos BC V0X 1N1
Phone (250) 499-7019 Fax (250) 499-5011

March 28 2017,

To: Regional District of Okanagan Similkameen

Fr: Keith Lawrence, (Pat Lawrence Contracting)

Re: Lower Similkameen Community Forest

To introduce myself, I am the son of Pat Lawrence who is the founder of Pat Lawrence Contracting, which had its beginnings in the 1970's. We are a stump to dump contractor currently contracting for Weyerhaeuser saw mills. We also have a woodlot Licence which we operate in conjunction with our logging operations.


I am in charge of running our Logging operation and we presently have about 25 employees in our Company. We have contracted some logging in the past with the Community Forest, and it has created much needed employment for our Company in those earlier years of operations.

As a resident of the Lower Similkameen, I believe the Regional District should continue to hold their interest in the Lower Similkameen Community Forest. It is a valuable resource to the Community. While the Licence which allows harvesting of up to 20,000 cubic meters per year is small when compared to Weyerhaeuser, it still represents a substantial amount of timber.

BC's timber supply over the next decade has been substantially reduced due to reductions Province wide in available Annual Allowable Cut, (AAC), due to the impacts of the beetle kill, and reduced supply. This will place upward pressure on pricing and make the Timber Supply in the Community Forest even more valuable.

I urge the Regional District to continue our communities' interest in this Forestry Licence and I would be willing to provide my expertise in helping the Community Forest move forward.

Sincerely Yours,



Keith Lawrence
Pat Lawrence Contracting

Don Armstrong, Director
Lower Similkameen Community Forest Corp.
Hedley BC

Dear, RDOS Board of Directors

I would like to explain to you my history with the Ashnola area and my logging career. I was born close to the mouth of the Ashnola in 1949. My dad and my uncle packed up in that country for diamond drillers and built the cabin that recently burnt down at Joe lake for the game wardens at the time. My uncle also took care of cows and sheep for different ranchers up there. as a young boy I spent a lot of time up there. I became involved in logging shortly after i graduated from Similkameen secondary in 1967.

I have worked in the industry in this area, Alberta, and the west coast and queen charlottes. I have been involved in almost every phase of the industry from setting chokers to running cats and skidders, running swing grapple yarder for high lead and as I am doing now running Buncher.

I have a very hard time accepting that the RDOS wants to get rid of the community forest. This is a once in a lifetime opportunity that if it is gone it is gone for good. The way I look at it, is that the price for timber will continue to climb because of the govt cutbacks of quota. I have read in the letter from Corby lamb that all the spruce is checked and only good for pulp. Well I will tell you that last winter I was working in the Pasayten Valley, which is just around the corner from Lower Similkameen Community Forest, and most of the spruce was going as saw logs.

I have mentioned before, I had talked to Weyerhaeuser about managing our community forest and they were definitely interested. I have seen the way they manage Princeton's community forest, and I must say they are doing a good job. I know all about the differences between the two community forests, but what it really comes down to is proper management.

To end this, I will ask you to please reinstate the community forest and give the Lower Similkameen a chance to prove to you that it will be successful.

Thank you,



Don Armstrong
Director
Lower Similkameen Community Forest Corp.

To: Regional District of Okanagan Similkameen

Fr: Greg Sanderson, Director for Lower Similkameen Community Forest

Re: Lower Similkameen Community Forest

I am presently a director for Electoral Area B for the Lower Similkameen Community Forest, and have lived here all my life. I worked in the logging business for a number of years, but presently operate an orchard in Cawston.

I am concerned that the Regional District is considering relinquishing our interest in the Community Forest at a time when timber is entering a period of low supply, and, as a result, higher prices, as sawmills scramble to provide their operations with sufficient supply to keep operating.

I am concerned that our present management company which we have hired may not be looking after the Community Forests best interests at this time. Last year they painted a bad picture of the community forest, while indicating that another one of their clients would take over the licence and take it off our hands. I have traveled up the Ashnola, and believe there is considerable timber yet to be harvested within our operating area.

They did however identify an area in the Duruisseau area which they indicated would generate a profit for this year of over \$33,000.00, and that was at last year's log prices, which have moved up since the report was issued.

We should be working on getting this opportunity developed, rather than relinquishing our interest in the Community Forest. Your assistance in allowing us to continue, I believe, would be in the best interest of our Community in the short, and long term.

We have more than \$121,000.00 in our bank account, and while we have some reforestation commitments, I feel, that with what we have in our accounts, as well as additional harvesting opportunities we are in a good position to continue operations for the foreseeable future.

I ask you give our request for a continuance serious consideration.

Sincerely Yours,

Greg Sanderson

Director, Lower Similkameen Community Forest Corporation

A handwritten signature in cursive script, reading "G.N. Sanderson", written in dark ink.

Lower Similkameen Community Forests

Summary of Costs - March 30, 2015 to March 1, 2017

Summary of costs:

Legal	23,003.66
Audit	1,800.75
Total	24,804.41

Breakdown:

Costs per Year			Budget Charged		
	legal	audit	Gen Gov't	Area B	Area G
2015	7,146.26	-	6,989.78	78.24	78.24
2016	12,101.70	1,800.75	2,687.51	5,607.47	5,607.47
2017	3,755.70	-	-	1,877.85	1,877.85
Total	23,003.66	1,800.75	9,677.29	7,563.56	7,563.56

Lower Similkameen Community Forest Corp
Legal Fees - Gilchrist - March 30, 2015 - March 1, 2017

Date of Work	Gilchrist		Rate	Cost	Total Cost		Code	Code
	Invoice Date	Hours			w/PST	Cheque		
30-Mar-15	13-Apr-15	0.5	195	97.50	104.33	577	1-2-0100-6200	
31-Mar-15	13-Apr-15	1.25	195	243.75	260.81	577	1-2-0100-6200	
8-Apr-15	13-Apr-15	0.5	195	97.50	104.33	577	1-2-0100-6200	
13-Apr-15	19-May-15	0.5	195	97.50	104.33	1136	1-2-0100-6200	
14-Apr-15	19-May-15	2.25	195	438.75	469.46	1136	1-2-0100-6200	
15-Apr-15	19-May-15	0.75	195	146.25	156.49	1136	1-2-0100-6200	
22-Jun-15	15-Jul-15	0.5	195	97.50	104.33	1954	1-2-0100-6200	
30-Jun-15	15-Jul-15	0.25	195	48.75	52.16	1954	1-2-0100-6200	
8-Jul-15	27-Jul-15	0.75	195	146.25	156.49	1668	1-2-0100-6200	
22-Jul-15	27-Jul-15	2.25	195	438.75	469.46	1668	1-2-0100-6200	
29-Jul-15	25-Aug-15	0.75	195	146.25	156.49	2043	1-2-0100-6200	
13-Aug-15	25-Aug-15	1.5	195	292.50	312.98	2043	1-2-0100-6200	
14-Aug-15	25-Aug-15	0.75	195	146.25	156.49	2043	1-2-0100-6200	
17-Aug-15	25-Aug-15	0.75	195	146.25	156.49	2043	1-2-0100-6200	
18-Aug-15	25-Aug-15	1.25	195	243.75	260.81	2043	1-2-0100-6200	
19-Aug-15	25-Aug-15	0.5	195	97.50	104.33	2043	1-2-0100-6200	
20-Aug-15	5-Oct-15	0.75	195	146.25	156.49		1-2-0100-6200	
20-Oct-15	17-Nov-15	4.25	195	828.75	886.76	2809	1-2-0100-6200	
23-Oct-15	17-Nov-15	1.25	195	243.75	260.81	2809	1-2-0100-6200	
27-Oct-15	17-Nov-15	2.75	195	536.25	573.79	2809	1-2-0100-6200	
28-Oct-15	17-Nov-15	1.5	195	292.50	312.98	2809	1-2-0100-6200	
29-Oct-15	23-Nov-15	3.25	195	633.75	678.11	3373	1-2-0100-6200	
30-Oct-15	23-Nov-15	0.75	195	146.25	156.49	3373	1-2-0100-6200	
5-Nov-15	23-Nov-15	2.25	195	438.75	469.46	3373	1-2-0100-6200	
24-Nov-15	21-Dec-15	1.25	195	243.75	260.81	3210	1-2-3000-6200	
25-Nov-15	21-Dec-15	0.5	195	97.50	104.33	3210	1-2-3000-6200	
21-Dec-15	1-Feb-16	0.75	195	146.25	156.49	3562	1-2-0320-9300	1-2-0380-9300
12-Jan-16	1-Feb-16	1.25	195	243.75	260.81	3562	1-2-0320-9300	1-2-0380-9300
13-Jan-16	1-Feb-16	1.75	195	341.25	365.14	3562	1-2-0320-9300	1-2-0380-9300
19-Jan-16	15-Feb-16	0.25	195	48.75	52.16	3614	1-2-0320-9300	1-2-0380-9300
1-Feb-16	15-Feb-16	1.75	195	341.25	365.14	3614	1-2-0320-9300	1-2-0380-9300
17-Feb-16	1-Mar-16	1.75	195	341.25	365.14	3739	1-2-0320-9300	1-2-0380-9300
18-Feb-16	1-Mar-16	0.5	195	97.50	104.33	3739	1-2-0320-9300	1-2-0380-9300
18-Mar-16	11-Apr-16	1.75	195	341.25	365.14	4271	1-2-0320-9300	1-2-0380-9300
16-Apr-16	11-Apr-16	1.5	195	292.50	312.98	4271	1-2-0320-9300	1-2-0380-9300
7-Apr-16	11-May-16	1.25	195	243.75	260.81	4415	1-2-0320-9300	1-2-0380-9300
11-Apr-16	11-May-16	1.75	195	341.25	365.14	4415	1-2-0320-9300	1-2-0380-9300
13-Apr-16	11-May-16	1.5	195	292.50	312.98	4415	1-2-0320-9300	1-2-0380-9300
14-Apr-16	11-May-16	1.75	195	341.25	365.14	4415	1-2-0320-9300	1-2-0380-9300
15-Apr-16	11-May-16	0.75	195	146.25	156.49	4415	1-2-0320-9300	1-2-0380-9300
18-Apr-16	11-May-16	0.5	195	97.50	104.33	4415	1-2-0320-9300	1-2-0380-9300
19-Apr-16	11-May-16	1	195	195.00	208.65	4415	1-2-0320-9300	1-2-0380-9300
20-Apr-16	11-May-16	1	195	195.00	208.65	4415	1-2-0320-9300	1-2-0380-9300
9-May-16	23-Jun-16	0.25	195	48.75	52.16	4944	1-2-0320-9300	1-2-0380-9300
11-May-16	23-Jun-16	0.5	195	97.50	104.33	4944	1-2-0320-9300	1-2-0380-9300
11-May-16	23-Jun-16	2.5	195	487.50	521.63	4944	1-2-0320-9300	1-2-0380-9300
12-May-16	23-Jun-16	0.5	195	97.50	104.33	4944	1-2-0320-9300	1-2-0380-9300
16-May-16	23-Jun-16	0.5	195	97.50	104.33	4944	1-2-0320-9300	1-2-0380-9300
18-May-16	23-Jun-16	0.5	195	97.50	104.33	4944	1-2-0320-9300	1-2-0380-9300
19-May-16	23-Jun-16	2.75	195	536.25	573.79	4944	1-2-0320-9300	1-2-0380-9300
24-May-16	23-Jun-16	2	195	390.00	417.30	4944	1-2-0320-9300	1-2-0380-9300

25-May-16	23-Jun-16	0.5	195	97.50	104.33	4944	1-2-0320-9300	1-2-0380-9300
21-Apr-16	13-Jun-16	0.5	195	97.50	104.33	4944	1-2-0320-9300	1-2-0380-9300
22-Apr-16	13-Jun-16	1	195	195.00	208.65	4944	1-2-0320-9300	1-2-0380-9300
26-Apr-16	13-Jun-16	0.75	195	146.25	156.49	4944	1-2-0320-9300	1-2-0380-9300
25-Apr-16	13-Jun-16	0.25	195	48.75	52.16	4944	1-2-0100-6200	
2-May-16	13-Jun-16	0.75	195	146.25	156.49	4944	1-2-0100-6200	
4-May-16	13-Jun-16	1	195	195.00	208.65	4944	1-2-0100-6200	
26-May-16	25-Jul-16	0.5	195	97.50	104.33	5309	1-2-0100-6200	
26-May-16	25-Jul-16	0.5	195	97.50	104.33	5309	1-2-0100-6200	
21-Jul-16	22-Aug-16	0.5	195	97.50	104.33	5693	1-2-0100-6200	
26-Jul-16	22-Aug-16	0.75	195	146.25	156.49	5693	1-2-0100-6200	
23-Aug-16	23-Sep-16	1	195	195.00	208.65	5863	1-2-0320-9300	1-2-0380-9300
24-Aug-16	23-Sep-16	1.25	195	243.75	260.81	5863	1-2-0320-9300	1-2-0380-9300
1-Sep-16	23-Sep-16	0.5	195	97.50	104.33	5863	1-2-0320-9300	1-2-0380-9300
2-Sep-16	23-Sep-16	0.5	195	97.50	104.33	5863	1-2-0320-9300	1-2-0380-9300
12-Sep-16	23-Sep-16	0.5	195	97.50	104.33	5863	1-2-0320-9300	1-2-0380-9300
15-Sep-16	23-Sep-16	0.25	195	48.75	52.16	5863	1-2-0320-9300	1-2-0380-9300
19-Sep-16	23-Sep-16	0.5	195	97.50	104.33	5863	1-2-0320-9300	1-2-0380-9300
28-Jul-16	1-Sep-16	0.75	195	146.25	156.49	6321	1-2-0320-9300	1-2-0380-9300
29-Jul-16	1-Sep-16	0.5	195	97.50	104.33	6321	1-2-0320-9300	1-2-0380-9300
7-Aug-16	1-Sep-16	1	195	195.00	208.65	6321	1-2-0320-9300	1-2-0380-9300
8-Aug-16	1-Sep-16	3.75	195	731.25	782.44	6321	1-2-0320-9300	1-2-0380-9300
9-Aug-16	1-Sep-16	0.75	195	146.25	156.49	6321	1-2-0320-9300	1-2-0380-9300
10-Aug-16	1-Sep-16	1	195	195.00	208.65	6321	1-2-0320-9300	1-2-0380-9300
17-Aug-16	1-Sep-16	1.5	195	292.50	312.98	6321	1-2-0320-9300	1-2-0380-9300
12-Oct-16	21-Nov-16	0.5	195	97.50	104.33	6421	1-2-0320-9300	1-2-0380-9300
13-Oct-16	21-Nov-16	3.5	195	682.50	730.28	6421	1-2-0320-9300	1-2-0380-9300
17-Oct-16	21-Nov-16	0.25	195	48.75	52.16	6421	1-2-0320-9300	1-2-0380-9300
20-Oct-16	21-Nov-16	1.5	195	292.50	312.98	6421	1-2-0320-9300	1-2-0380-9300
25-Oct-16	21-Nov-16	0.5	195	97.50	104.33	6421	1-2-0320-9300	1-2-0380-9300
2-Nov-16	21-Nov-16	0.25	195	48.75	52.16	6421	1-2-0320-9300	1-2-0380-9300
7-Nov-16	21-Nov-16	1.25	195	243.75	260.81	6421	1-2-0320-9300	1-2-0380-9300
2-Feb-17	7-Feb-17	2.5	195	487.50	521.63	7320	1-2-0320-9300	1-2-0380-9300
8-Feb-17	13-Mar-17	2	195	390.00	417.30	7536	1-2-0320-9300	1-2-0380-9300
8-Feb-17	13-Mar-17	2	195	390.00	417.30	7536	1-2-0320-9300	1-2-0380-9300
20-Feb-17	13-Mar-17	1.5	195	292.50	312.98	7536	1-2-0320-9300	1-2-0380-9300
21-Feb-17	13-Mar-17	2.75	195	536.25	573.79	7536	1-2-0320-9300	1-2-0380-9300
22-Feb-17	13-Mar-17	1	195	195.00	208.65	7536	1-2-0320-9300	1-2-0380-9300
27-Feb-17	13-Mar-17	1	195	195.00	208.65	7536	1-2-0320-9300	1-2-0380-9300
28-Feb-17	13-Mar-17	0.25	195	48.75	52.16	7536	1-2-0320-9300	1-2-0380-9300
1-Mar-17	13-Mar-17	5	195	975.00	1,043.25	7536	1-2-0320-9300	1-2-0380-9300

Total	<u>23,003.66</u>
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ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Corcelettes Estate Winery Ltd. – Structural Alterations & Picnic Area Endorsement

Administrative Recommendation:

THAT the Board of Directors advise the Liquor Control and Licensing Branch that it will not provide comment on Corcelettes Estate Winery's application for a Manufacturing Facility Structural Change endorsement;

AND THAT the Board of Directors will not provide comment on Corcelettes Estate Winery Picnic Area endorsement.

References (attached):

1. RDOS Liquor License Policy No. 4320-00.03

Background:

Corcelettes Estate Winery has applied to the Liquor Control and Licensing Branch (LCLB) for a Manufacturing Facility Structural Change Endorsement and a Picnic Area Endorsement located at 2582 Upper Bench Road, Keremeos, BC.

The Applicant notes in the Structural Change application that "we have added another structure on-site. Basement level used as case and barrel storage. Ground level used (proposed) as tasting and sales area." In the Picnic Area Endorsement application, they note "Having added a storage and retail building, we wish to merge the patio with the new retail area," and "We are 150 meters from the nearest residence, we are operating a daytime, and casual environment."

Analysis:

The LCLB has requested that the Regional District Board either provide comments in the form of a Board resolution or confirm that the Board wishes to opt out of the process. In order to opt out, the Regional District must provide written confirmation to the LCLB. If the Board wishes to comment, it must consider and comment on the following regulatory criteria:

- Gathered public input from the community within the immediate vicinity of the establishment

- The location of the establishment
- Person capacity and hours of liquor service of the establishment
- The impact of noise on nearby residents
- The impact on the community if the application is approved.
- The view of residents and a description of the method used to gather views
- Local government recommendations and the reasons on which they are based.

Regional District Okanagan-Similkameen Policy No. 4320-00.03 addresses Liquor Licensing. This policy is intended to guide the Board of Directors in its consideration of liquor license applications which it receives notice of from the Liquor Control and Licensing Branch (LCLB).

The response outlined in the policy is as follows:

a) The Board does not want to comment on individual winery lounge endorsement applications or individual picnicking applications. Nevertheless, the Board is to ask the general manager of the Liquor Control and Licensing Branch to impose, as a term or condition of a winery lounge endorsement or picnicking endorsement, if issued, hours of liquor service authorized by the endorsement ending no later than sunset.

b) The Board does not want to comment on individual liquor license amendment applications.

The policy currently indicates that the Board is not to apply the policy rigidly and that for each liquor license application, the Board is to consider whether to apply this policy and resolve accordingly.

This policy has been under review for some time; however, with significant changes recently to provincial liquor licensing regulations and the potential for additional responsibilities of local governments, further research is required prior to bringing an amended policy back to the Board. As this process may take some time, administration expects to include it on the 2018 work plan for quarter one.

Alternatives:

1. The Board provide a resolution on the proposed license application including consideration and comment on the regulatory criteria contained within the LCLB application.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Administrative Assistant

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

P O L I C Y**POLICY NO.: 4320-00.03****Page 1 of 1****SUBJECT: LIQUOR LICENSING****Effective Date**
May 22, 2003**Amendment****Board Resolution**
B381/03**Administered By**
Legislative Services Mgr.**Purpose**

On December 2, 2002, the role of local government in liquor licensing changed substantially. The *Liquor Control and Licensing Act* was amended and a new Liquor Control and Licensing Regulation (B.C. Reg. 244/2002) came into effect. This policy is intended to guide the Board of Directors (the “Board”) in its consideration of liquor licence applications of which it receives notice from the Liquor Control and Licensing Branch.

Application

The Board is not to apply this policy rigidly. For each liquor licence application, the Board is to consider whether to apply this policy and resolve accordingly.

Interpretation

The definitions sections of the *Liquor Control and Licensing Act* and Liquor Control and Licensing Regulation (B.C. Reg. 244/2002), so far as the terms defined can be applied, extend to this policy.

Responses to Liquor Licence Applications

- The Board does not want to comment on individual winery lounge endorsement applications or individual picnicking endorsement applications. Nevertheless, the Board is to ask the general manager of the Liquor Control and Licensing Branch to impose, as a term or condition of a winery lounge endorsement or picnicking endorsement, if issued, hours of liquor service authorized by the endorsement ending no later than sunset.
- The Board does not want to comment on individual liquor licence amendment applications.

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Harker's Organics Rustic Roots Winery – Winery Lounge & Picnic Area Endorsement

Administrative Recommendation:

THAT the Board of Directors advise the Liquor Control and Licensing Branch that it will not provide comment on Harker's Organics Rustic Roots' application for a winery lounge endorsement;

AND THAT the Board of Directors will not provide comment on Harker Organics Rustic Roots Picnic Area endorsement.

References (attached):

1. RDOS Liquor License Policy No. 4320-00.03
2. Applicant Letter of Intent

Background:

Harker's Organics Rustic Roots Winery has applied to the Liquor Control and Licensing Branch (LCLB) for a Winery Lounge Endorsement and a Picnic Area Endorsement to be located at 2238 Highway 3, Cawston, BC.

Analysis:

The LCLB has requested that the Regional District Board either provide comments in the form of a Board resolution or confirm that the Board wishes to opt out of the process. In order to opt out, the Regional District must provide written confirmation to the LCLB. If the Board wishes to comment, it must consider and comment on the following regulatory criteria :

- Gathered public input from the community within the immediate vicinity of the establishment
- The location of the establishment
- Person capacity and hours of liquor service of the establishment
- The impact of noise on nearby residents
- The impact on the community if the application is approved.
- The view of residents and a description of the method used to gather views
- Local government recommendations and the reasons on which they are based.

Regional District Okanagan-Similkameen Policy No. 4320-00.03 addresses Liquor Licensing. This policy is intended to guide the Board of Directors in its consideration of liquor license applications which it receives notice of from the Liquor Control and Licensing Branch (LCLB).

The response outlined in the policy is as follows:

- a) The Board does not want to comment on individual winery lounge endorsement applications or individual picnicking applications. Nevertheless, the Board is to ask the general manager of the Liquor Control and Licensing Branch to impose, as a term or condition of a winery lounge endorsement or picnicking endorsement, if issued, hours of liquor service authorized by the endorsement ending no later than sunset.
- b) The Board does not want to comment on individual liquor license amendment applications.

The policy currently indicates that the Board is not to apply the policy rigidly and that for each liquor license application, the Board is to consider whether to apply this policy and resolve accordingly.

This policy has been under review for some time; however, with significant changes recently to provincial liquor licensing regulations and the potential for additional responsibilities of local governments, further research is required prior to bringing an amended policy back to the Board. As this process may take some time, administration expects to include it on the 2018 work plan for quarter one.

Alternatives:

- 1. The Board provide a resolution on the proposed license application including consideration and comment on the regulatory criteria contained within the LCLB application.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Administrative Assistant

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

P O L I C Y**POLICY NO.: 4320-00.03****Page 1 of 1****SUBJECT: LIQUOR LICENSING****Effective Date**
May 22, 2003**Amendment****Board Resolution**
B381/03**Administered By**
Legislative Services Mgr.**Purpose**

On December 2, 2002, the role of local government in liquor licensing changed substantially. The *Liquor Control and Licensing Act* was amended and a new Liquor Control and Licensing Regulation (B.C. Reg. 244/2002) came into effect. This policy is intended to guide the Board of Directors (the “Board”) in its consideration of liquor licence applications of which it receives notice from the Liquor Control and Licensing Branch.

Application

The Board is not to apply this policy rigidly. For each liquor licence application, the Board is to consider whether to apply this policy and resolve accordingly.

Interpretation

The definitions sections of the *Liquor Control and Licensing Act* and Liquor Control and Licensing Regulation (B.C. Reg. 244/2002), so far as the terms defined can be applied, extend to this policy.

Responses to Liquor Licence Applications

- The Board does not want to comment on individual winery lounge endorsement applications or individual picnicking endorsement applications. Nevertheless, the Board is to ask the general manager of the Liquor Control and Licensing Branch to impose, as a term or condition of a winery lounge endorsement or picnicking endorsement, if issued, hours of liquor service authorized by the endorsement ending no later than sunset.
- The Board does not want to comment on individual liquor licence amendment applications.

March 7 2017

Harker's Organics Rustic Roots Winery Ltd

Dear LCLB Licencing,

I am writing this letter of intent to apply for a Lounge Area Application.

We are applying for a small lounge area to the south end of our building on a floor level patio. Capacity will be 40 people with hours of operation being 11am-9pm seasonally.

This lounge area will have adequate signage and is a substantial distance from our current Picnic Endorsement Application which you will see on the drawings.

We have an on-site commercial kitchen with food being the primary focus. The lounge will allow people to enjoy a glass of wine or cider while they consume their food. The Lounge area will be served by staff whom are certified under serving it right.

We thank you for your consideration and please don't hesitate to call for more information.

Sincerely,



Sara Harker

Wine/Cider Maker & Manager

Harker's Organics Rustic Roots LTD

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Inclusion BC – “Help Celebrate Canada 150 Inclusively” Grant Program

Administrative Recommendation:

THAT the Regional District of Okanagan-Similkameen provide a \$1,000 contribution to Inclusion BC’s “Help Celebrate Canada 150 Inclusively” grant program, to be funded through the General Government budget.

Purpose:

Inclusion BC is requesting every municipality in the province to make a \$1,000.00 contribution towards their “Help Celebrate Canada 150 Inclusively” grant program.

Reference:

Letter from Inclusion BC dated February 17, 2017.
Staff Report - March 2, 2017

Background:

Founded in 1955, Inclusion BC is a federation of 73 provincial non-profit organizations dedicated to promoting the participation of people with intellectual disabilities in all aspects of community life. Within the Regional District, the organizations include Pathways Abilities Society, Penticton & District Community Resources Society, Penticton & District Society for Community Living, Princeton & District Community Services Society, and Western Human Resource Corp. Any funds contributed would be spent locally.

In order to make the community granting dollars required, Inclusion BC is asking each municipality in the province to make a contribution of \$1,000.

When the Board of Directors was originally asked to consider the funding request (March 2, 2017), staff was directed to determine what local benefit would arise from the provision of such a grant.

Analysis:

As part of Canada’s sesquicentennial celebrations, Inclusion BC will be providing grants throughout 2017 to individuals with intellectual disabilities, their families, and community organizations to participate in local events. Such events could include celebrations, marches, parades, or putting

together a sporting event team. Organizations within the Regional District identified above could apply for funds under the program.

A contribution to this organization on behalf of all 14 jurisdictions within the Regional District would be funded through the General Government function.

Alternatives:

1. THAT the Board of Directors decline the offer to participate in Inclusion BC's "Help Celebrate Canada 150 Inclusively" grant program.
2. THAT the Board of Directors provide a \$1,000 contribution to Inclusion BC's "Help Celebrate Canada 150 Inclusively" grant program on behalf of the Electoral Areas only and that it be funded through Electoral Area Administration.

Respectfully submitted:

"Gillian Cramm"

G. Cramm, Administrative Assistant

From: Elizabeth Murphy [<mailto:emurphy@inclusionbc.org>]

Sent: February 17, 2017 4:40 PM

To: Karla Kozakevich <kkozakevich@rdos.bc.ca>

Subject: Help Celebrate Canada 150 Inclusively

Chair Karla Kozakevich

101 Martin Street, Penticton
Okanagan-Similkameen, BC
V2A 5J9

Dear Chair Kozakevich:

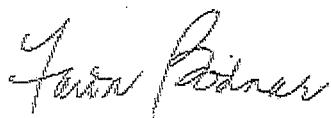
This year Inclusion BC will present the first ever Disability Pride celebration and parade in British Columbia as part of Canada 150+. Disability crosses every demographic so on June 15th, 2017, thousands will gather to celebrate the pride we have for Canadian citizens of all abilities. Self-advocacy and family groups, youth, multi-cultural and community living organizations, the Chief Commissioner of the Canadian Human Rights Commission, Ministry of Canadian Heritage and various social movements will gather at Richmond, BC's City Hall and parade the streets moving to a location where we will host a huge pancake breakfast.

While we are excited to take it to the streets and celebrate the disability identity as part of sesquicentennial celebrations, our pride celebration is aspiring to be truly inclusive, self-determined by people with intellectual disabilities and their families, and a model of connectedness and belonging so, our celebrations are twofold. Throughout 2017 we will be giving grants to individuals, families, and community organizations to participate in existing celebrations, parades and marches in their own communities around the province. These grants will provide opportunities for people historically not included to become civically and socially engaged outside of our movement.

We are proud to lead the country in advancing a new culture of pride, strength and freedom for people with intellectual disabilities in Canada. We welcome Okanagan-Similkameen to be part of the celebrations.

In order to make the community granting dollars needed, we are asking every municipality in the province to make a contribution of \$1,000. Be an Inclusive Communities Partner with a contribution of \$1,000 and get included on our geo map at <https://www.disabilitypride.ca/> and have your local events featured. Your support will help build communities where we all belong and celebrate Canadians of all abilities throughout this anniversary year.

Sincerely,



Faith Bodnar

Executive Director | Inclusion BC

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: March 2, 2017

RE: Inclusion BC – “Help Celebrate Canada 150 Inclusively” Grant Program

Administrative Recommendation:

THAT the Regional District of Okanagan-Similkameen provide a \$1,000 contribution to Inclusion BC’s “Help Celebrate Canada 150 Inclusively” grant program, to be funded through the General Government budget.

Purpose:

Inclusion BC is requesting every municipality in the province to make a \$1,000.00 contribution towards their “Help Celebrate Canada 150 Inclusively” grant program.

Reference:

Letter from Inclusion BC dated February 17, 2017.

Background:

As part of Canada’s sesquicentennial celebrations, Inclusion BC will be giving grants throughout 2017 to individuals with intellectual disabilities, their families, and community organizations to participate in Disability Pride celebrations in their own communities around the Province.

In order to make the community granting dollars required, Inclusion BC is asking each municipality in the province to make a contribution of \$1,000.

Analysis:

Under the Inclusion BC’s “Help Celebrate Canada 150 Inclusively” grant program, the grants will provide opportunities for people historically not included to become civically and socially engaged outside of our movement.

Administration recommends that if a contribution is to be provided to this organization, that it be on behalf of the all jurisdictions within the Regional District and be funded through General Government.

Alternatives:

1. THAT the Board of Directors decline to provide a \$1,000 contribution to Inclusion BC's "Help Celebrate Canada 150 Inclusively" grant program.
2. THAT the Board of Directors provide a \$1,000 contribution to Inclusion BC's "Help Celebrate Canada 150 Inclusively" grant program on behalf of the Electoral Areas only and that it be funded through Electoral Area Administration.

Respectfully submitted:

"Debra Paulhus"

D. Paulhus, Administration Support Clerk

Endorsed by:

"Christy Malden"

C. Malden, Manager of Legislative Services

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Board of Variance Appointment

Administrative Recommendation:

THAT the Board of Directors appoint Larry James to the Board of Variance to serve until December 31, 2018.

Reference

Board of Variance Bylaw No. 2494, 2009.

Background

The Board of Variance is a 3 member panel who are appointed by the Regional Board to hear zoning bylaw appeals in hardship cases. The RDOS Board of Variance also serves the Towns of Oliver and Osoyoos by appointment of the municipal councils.

A recent resignation of Jim Cavin has left a vacancy on the Board. The vacancy was advertised in February. Two qualified candidates have applied, one residing in rural Princeton, and the other a resident of Penticton. As most Board of Variance applications are for Okanagan Valley locations, it is recommended that Larry James of Penticton be appointed to the Board. Mr. James has a legal background, was a Deputy Registrar for the Land Title Office and had worked with the development community.

The term of the Board of Variance corresponds with the term of Regional Board Directors – to the end of 2018.

Alternatives:

Readvertise for additional candidates.

Respectfully submitted:

Donna Butler

D. Butler, Development Services Manager

ADMINISTRATIVE REPORT



TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: April 6, 2017

RE: Quagga/Zebra Mussel Resolution – Federation of Canadian Municipalities AGM

Notice of Motion from Director Bauer:

Whereas alien species introduction into the ecosystems of Canadian waterways are the leading cause of loss of biodiversity and water quality; and,

Whereas affected regions suffer major remediation costs and economic losses; and,

Whereas the movement of infested watercrafts are not limited to border crossings but increasingly move across unprotected provincial boundaries;

Now Therefore be it Resolved that the Federation of Canadian Municipalities (FCM) seek funding from the Federal Government to match provincial funding directed to enhance prevention measures halting the movement of invasive mussels into Canadian waterways.

Introduction:

The Regional District has submitted a number of resolutions to regional, provincial and federal associations to promote enhanced enforcement against the spread of zebra/quagga mussels. A resolution submitted by the Regional District to UBCM in 2013 was forwarded along to FCM and considered at their March 2014 Board Meeting. The resolution to send it along to the convention was defeated. The defeated motion reads:

***Whereas**, Species introductions are the leading cause of biodiversity loss in lake ecosystems and are a growing threat to aquaculture in the Canadian costal ecosystems; and*

***Whereas**, Invasive non-indigenous species are recognized as one of the most serious environmental problems in the world;*

Therefore be it RESOLVED,

That the Federation of Canadian Municipalities request the federal government to take immediate action to implement legislation and border controls whereby owners of aquatic equipment are obligated to prevent the spread of invasive Zebra and Quagga mussels to the province of British Columbia.

At their 2016 annual conference, the Union of British Columbia Municipalities received and endorsed the following resolution submitted by the Regional District of Okanagan Similkameen:

***Whereas** the Province of British Columbia has acknowledged the risk posed by invasive mussels to BC water bodies with the establishment of the BC Invasive Mussel Defense Program and more active involvement with Pacific NorthWest Economic Region;*

And whereas British Columbia has added Schedule 4 to the BC Wildlife Act Regulation, which provides that zebra and quagga mussels are banned alive and dead from possession, breeding, release, and transportation in British Columbia;

And whereas British Columbia has established a roving highway inspection station program at 30 locations to control entry of watercraft into British Columbia from the United States and Alberta;

And whereas, by their nature, this is unlikely to capture all invasive mussels:

Therefore be it resolved that the Province of British Columbia restrict all non-BC registered watercraft from entering into British Columbia, and any watercraft registered in British Columbia, that leave the province, or are purchased by BC residents from outside BC require a 30 day quarantine, Ministry approved inspection and/or decontamination prior to being allowed to launch in any British Columbia waterbody.

UBCM Resolutions Committee comments:

The Resolutions Committee notes that the UBCM membership has consistently endorsed resolutions seeking to manage the risk of the spread of invasive species quagga and zebra mussels (2015-B60, 2014-B21, 2013-B76, 2012-LR2). Most recently, resolution 2015-B60 requested that the Province establish “permanent inspection stations at key points of entry, coordinated with the Pacific Northwest Regional Defence Strategy for invasive species, and also develop a provincial control and containment strategy for regions that become infested, funded by the Province.”

In response to the 2015 resolution, the provincial government referenced its Invasive Mussel Defence program and also indicated that it was coordinating with neighbouring jurisdictions.

The sponsor has indicated that because quagga and zebra mussels are freshwater species, the request to apply restrictions to all watercraft entering into British Columbia would not apply to ocean-going craft.

Analysis:

The expiration date for receiving resolutions to the 2017 FCM Annual Conference was January 9th, 2017.



Resolutions should focus on issues that are the direct responsibility or concern of Canadian municipalities at a national level and fall within the jurisdiction of the federal government. Members are recommended to review **Section 2** of these procedures for guidelines for drafting resolutions and **Section 6** for guidance on the categorization of resolutions.

FCM's 3rd Vice-President is Chair of the Report on Resolutions at all Board Meetings. During the Annual Conference, the Resolutions Plenary Session shall be chaired by FCM's 3rd Vice- President, and governed by the procedures found in Section 4.

- 1.1. Resolutions shall be considered at the March and September meetings of FCM's Board of Directors, as well as the Annual Conference; in addition, FCM's Executive Committee, acting in its power on behalf of the Board, may consider resolutions in between these times if by majority vote it is agreed that the situation warrants.
- 1.2. The deadline for submission of resolutions to Board Meetings or the Annual Conference is posted on the FCM website.
 - 1.2.1 The deadline for resolutions submitted to the March Board meeting or Annual Conference is the second Monday of January every year.
 - 1.2.2 The deadline for resolutions submitted to the September Board meeting is the second Monday of July every year.
- 1.3. Resolutions received after the deadlines noted in sections 1.2.1 and 1.2.2 shall be submitted for consideration to a regularly scheduled meeting of the Board of Directors or the Annual Conference if determined by the Executive Committee, at a regularly scheduled meeting, to be of an emergency or time-sensitive nature; otherwise, these resolutions shall be held for action at the next scheduled Board meeting.
- 1.4. The Executive Committee will refer to, but will not be limited to, the following criteria to determine whether a late resolution should be considered an emergency or time-sensitive matter:
 - 1.4.1 The resolution addresses an issue that imposes a significant, immediate and direct impact on municipal operations;
 - 1.4.2 The issue can be resolved in the near term through an open federal decision- making window (i.e. legislative review underway; pre-budget; etc.) that will close before the resolution could be considered as part of the next deadline period.
- 1.5 FCM staff will review all submitted resolutions to ensure they meet FCM's Procedures for Resolutions and, if required, will contact the resolution's sponsor for any further information.
- 1.6 Resolutions, which fall within the mandate of an FCM Standing Committee, will be considered by the committee; otherwise, they will be reviewed by the Executive

Committee for the purpose of presenting recommendations to the Board of Directors or to the Annual Conference.

1.7. Standing Committees shall recommend whether resolutions are compatible with existing policy as established through previously adopted resolutions, decisions of the Board of Directors, Executive Committee and policy statements. This provides some measure of protection against contradiction or inconsistency in FCM's positions or actions. Approved resolutions shall be forwarded to the Board Members or to the entire Membership at an Annual Conference for approval with the determined recommendations.

1.8. Standing Committees, the Executive Committee or the Board may amend a resolution if deemed necessary, although the intent of the resolution shall remain the same.

- 1.9. FCM will not entertain resolutions that involve disputes between or amongst municipal governments.
- 1.10. All Members who have submitted resolutions shall be notified of the decision taken by the Board of Directors or by the delegates at the Annual Conference and of any action(s) taken by FCM.
- 1.11. Besides FCM's governing by-laws and these written rules of procedures, *Roberts Rules of Order, Newly Revised (RONR)*, current edition, shall also assist with the governing authorities.

2. Guidelines for Drafting Resolutions

- 2.1. Resolutions should focus on issues that are the direct responsibility or concern of Canadian municipalities and fall within the jurisdiction of the federal government, and/or provincial and territorial governments acting at the inter-provincial/territorial level.
- 2.2. Resolutions should be drafted using a national vocabulary at all times. FCM Staff will remove references to local, regional or provincial governments in the resolution's operative clauses that may detract from the national significance of the resolution.
- 2.3. Members submitting resolutions regarding Community Safety and Crime Prevention matters are advised to focus on the "principle" of the issue being addressed and avoid attempts to reword the Criminal Code.
- 2.4. All Members must use the following format when preparing resolutions for submission to FCM:
 - 2.4.1 The TITLE should be short and refer to the key intent of the resolutions.
 - 2.4.2 The DESCRIPTIVE CLAUSES (WHEREAS...) should clearly and briefly set out the reasons for the resolution and how it relates to municipal-federal issues. If the sponsor believes that the rationale cannot be explained in a few preliminary clauses, the problem should be stated more fully in supporting documentation as described in Section 2.4.
 - 2.4.3 The OPERATIVE CLAUSE (RESOLVED, That...) must clearly set out the intent of a resolution and state a specific proposal for any action with which the sponsor wishes FCM to take (i.e. **RESOLVED, That FCM urge/endorse/petition/write...**) with the federal government. The wording should be clear and brief. Generalization should be avoided.
 - 2.4.4 Resolutions that request FCM's support without clearly explaining the action that should be taken with the federal government will be returned to the sponsor with a request for clarification, and will not be brought forward to the Board of Directors for consideration until the resolution has been re-worded.
- 2.5. Background information, such as a Council report, demonstrating the resolution's adherence to FCM's categorization guidelines outlined in Section 6, must be submitted with resolutions. When a resolution is not self-explanatory and when adequate information is not attached, FCM will return a resolution to the sponsor with a request for additional information or clarification before it is further considered.
- 2.6. Proof of endorsement by the sponsoring municipal or affiliate member must accompany all resolutions submitted to FCM.
- 2.7. All Resolutions must be submitted electronically, by e-mail to resolutions@fcm.ca. Please send resolution text in a word document format although scanned hardcopy document files will be accepted.

3. Procedures for Submitting Resolutions to the Annual Conference

- 3.1. The deadline for submission of resolutions to FCM's Annual Conference is posted on FCM's website (<http://www.fcm.ca/home/about-us/corporate-resources/fcm-resolutions.htm>).
- 3.2. The Board of Directors, taking into account the recommendation of the Standing Committee responsible for the subject area of a resolution, will determine whether a resolution submitted for consideration by the entire membership at the Annual Conference should be dealt with at the Annual Conference.

- 3.3. Standing Committees or the Executive Committee may recommend that resolutions previously dealt with by the Board in that given year be submitted to the Annual Conference for consideration by the entire membership. These resolutions may be amended to ensure that their content clearly reflects the key issue, yet maintain its intent.
- 3.4. Resolutions to be considered at the Annual Conference will be available on FCM's member website 14 days prior to the Conference, and distributed to delegates at the Annual Conference.
- 3.5. Resolutions received after the deadline will be held for action by the Board of Directors at its next meeting in September, except for those resolutions that are determined by the Executive Committee to be of an emergency or time-sensitive nature (refer to section 1.4 for criteria).
- 3.6. Resolutions submitted after the regular deadline as an emergency or time-sensitive nature, must be received a minimum of six (6) business days prior to the Annual Conference to allow sufficient time for staff analysis and subsequent consideration by the Executive Committee.
- 3.7. Resolutions that are not debated at the Annual Conference because of insufficient time or lack of quorum of Accredited Representatives (quorum consists of 50 Accredited Representatives in attendance, as per section 7.04 of the By-laws, or because it was submitted past the deadline, will be presented at the first meeting of the new Board of Directors in September.

4. Procedures for the Resolutions Plenary Session at the Annual Conference

- 4.1. The Board of Directors may, at the March and September Board meetings, package selected resolutions into a Consent Agenda to be voted on as one motion by voting members at the Annual Conference.
- 4.2. Resolutions may be removed from the Consent Agenda, for separate consideration, upon a motion by any accredited FCM Member or Affiliate in good standing, and with a majority vote of the Conference delegates. Only the mover will be permitted to speak to such a motion. The remainder of the Consent Agenda shall be voted on as one motion.
- 4.3. The Operative Clause(s) of all Resolutions categorized under "A", "B" and "C" shall be read aloud, followed by the recommendations of the Board or Executive Committee.
- 4.4. All resolutions presented at the Annual Conference Resolutions Plenary, as well as emergency resolutions that are provided onsite, are deemed to be duly moved and seconded by the originating municipality or provincial/territorial municipal association.
- 4.5. An accredited representative from the sponsoring municipal or affiliate member(s) will be given the first opportunity to speak on the resolution.
- 4.6. Only accredited representatives of FCM Members or affiliate members in good standing are entitled to speak from the plenary floor. All speakers must identify themselves and their municipality or association and must confine their remarks to a maximum two (2) minutes.
- 4.7. No delegate will be permitted to speak more than once on any resolution until other delegates wishing to speak have been heard.
- 4.8. Proposed amendments to a resolution of more than four (4) words in length must be submitted in written form to the Chair of the Resolutions Plenary Session to ensure the correct wording is voted on and reflected in the official record.
- 4.9. Should a Conference Delegate wish to introduce an amendment to the categorization of any Resolution, the Chair shall ask for a seconder and a two-thirds vote on the re- categorization before allowing any debate on the resolution itself.
- 4.10. Motions to refer a resolution will be in order at any time. Debate on a motion to refer must be confined to the merits of the referral motion only.
- 4.11. Motions to refer a resolution shall be referred to the Executive Committee or to the appropriate Standing Committee for review or to staff for further analysis.
- 4.12. At the close of debate, a vote shall be called on the Operative Clause(s) section of the resolution(s) in question together with its categorization.

- 4.13. Only duly Accredited Representatives of FCM Members and Affiliate Members, in good standing, are entitled to vote on resolutions. They will do so by showing their voting credentials when the vote is taken or by use of their assigned voting devices.

5. Procedures for the Report on Resolutions at meetings of the Board of Directors

- 5.1. Standing Committees at the March and September Board Meeting(s) shall review and provide recommendations to the Board of Directors, on resolutions received and processed as detailed under Section 1 of the General Procedures.
- 5.2. Resolutions may be categorized for adoption as one motion under a Consent Agenda.
- 5.3. Any Resolution may be removed from the Consent Agenda, for separate consideration, upon request by any Board Member. The Resolution shall be removed and placed at the end of the current list of other Resolutions listed for separate discussion and voted on separately. The remainder of the Consent Agenda shall be voted on as one motion.
- 5.4. The Operative Clause(s) of all resolutions categorized under "A", "B" and "C" and that are considered outside of the Consent Agenda shall be read aloud, followed by the recommendation of the Standing Committee or Executive Committee. Only the titles and recommendation of the Standing Committee shall be read aloud for resolutions packaged in the Consent Agenda that are categorized under "A", "B" and "C".
- 5.5. Resolutions received and that have been categorized under "D" and "E" shall be presented to Board Members as information only and shall not be read or debated.
- 5.6. Should a Board Member wish to introduce an amendment to the proposed categorization recommended on any resolution, the Chair shall ask for a seconder and a two-thirds (2/3) vote on the re-categorization before allowing any debate on the resolution itself.
- 5.7. Only FCM Board Members are entitled to speak to and debate resolutions and must confine their remarks to a maximum two (2) minutes.
- 5.8. If requested by the Chair, FCM staff may provide clarification on any resolution prior to debate. FCM staff may also speak to a resolution during debate to provide additional clarification that may assist with the Board's consideration of the resolution. The Chair shall retain discretion on whether to request additional clarification from staff, or if it would be more appropriate to ask the relevant Chair or Vice-Chair of a Standing Committee to provide clarification.
- 5.9. No Board Member will be permitted to speak more than once on any resolution until other Board Members wishing to speak have been heard.

- 5.10. Amendments to a resolution of more than four (4) words in length must be submitted in written form to the Chair of the Resolutions Committee to ensure the suggested wording is reflected in the official record.
- 5.11. Motions to refer a resolution will be in order at any time. Debate on a motion to refer must be confined to the merits of the referral motion.
- 5.12. Motions to refer a resolution shall be referred to either staff for further analysis, the Executive Committee or to the appropriate Standing Committee for review.
- 5.13. At the close of debate, a vote shall be called on the Operative Clause(s) of the resolution(s) in question and its categorization.
- 5.14. Only FCM Board Members are entitled to vote on resolutions. They will do so by a show of hands and where the vote is too close to determine, a counted vote shall be conducted.

6. Categorization of Resolutions

FCM actively engages with the federal government on a wide variety of issues that impact Canadian municipalities. FCM works to bring municipal priorities to the table in Ottawa, ensuring that local voices are heard and that federal legislation works for municipalities. Resolutions submitted for FCM's consideration shall be placed in the following categories to guide subsequent action related to the above noted work.

Category “A” – Municipal-Federal Issues

This category contains resolutions on issues that have not been addressed by FCM in the previous three years. Category “A” resolutions contain resolutions that are the direct responsibility or concern of Canadian municipalities beyond a regional level, and fall within the jurisdiction of the federal government.

- Category “A” resolutions adopted with concurrence will be sent to the relevant government minister, and will guide future FCM policy positions.
- Category “A” resolutions adopted with non-concurrence are not endorsed by FCM and shall require no further action.

Category “B” – Issues not within municipal and/or federal jurisdiction

This category contains resolutions that are not federal-municipal issues. No action is taken on category “B” resolutions.

Category “C” – FCM Issues

This category contains resolutions directed at FCM Members or at FCM as an organization. Category “C” resolutions adopted with concurrence will be forwarded to the Executive Committee for review and action; the Executive Committee will report on its progress to the Board.

Category “D” – In accordance with existing FCM policy

This category contains resolutions on issues dealt with by FCM in the previous three (3) years or that are in accordance with FCM's standing policy and advocacy priorities. These resolutions will be received by the Board of Directors for information only. FCM staff is authorized to inform a sponsoring municipality that its resolution will be categorized as “D” or “E”.

Category “E” – Not in accordance with existing FCM policy

This category contains resolutions on issues that have been considered by FCM within the previous three (3) years and are not in accordance with standing FCM policy and advocacy priorities. These resolutions will be presented to the Board of Directors for information only. FCM staff are authorized to inform a sponsoring municipality that its resolution will be categorized as “D” or “E”.

Whenever possible, FCM staff will work with the sponsoring municipality to provide guidance and ensure that the full intent of the resolution is understood and considered before its recommended classification is made.

Adopted, June 1998 FCM Annual Conference

Revised and adopted, September 2016, Board of Directors meeting

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: Rick Knodel, Alternate Director for Electoral Area C

DATE: April 6, 2017

RE: Fortis Electrical Rates – Notice of Motion

Notice of Motion:

WHEREAS the cost of the Conservation Rate on Fortis Electric customers has been extremely onerous over the past winter; and

WHEREAS this high rate has had a devastating social impact on the disabled and retired on fixed income, lower income families;

NOW THEREFORE BE IT RESOLVED that the Regional District of Okanagan Similkameen send a letter to the Premier, the B.C. Utilities Commission and the opposition parties supporting the removal of the Conservation Rate entrenched in the Fortis Rate Order.

History:

The Regional District has previously submitted resolutions and met with Ministers at UBCM on this matter and the Joint Council has previously sent a letter to the Premier on the same matter.