

REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN

REQUEST FOR QUOTATIONS

KEREMEOS SOLID WASTE MANAGEMENT SITE BIN OPERATIONS

August 31, 2022

The Keremeos Solid Waste Management Site (KSWMS) transfers accumulated waste materials off-site and marshals recyclable materials in dedicated stockpile areas for processing and transfer off-site for recycling. Currently the site is open to the public on Sundays between the hours of 10:00 a.m. and 4:00 p.m. and during the Spring, Summer and Fall on Wednesdays between 10:00 p.m. and 4:00 p.m. The RDOS is seeking a Contractor qualified to complete the Work as described in the Request for Quotations.

1. SPECIFICATIONS & WORK

1. Provide 3 suitable 40 yd. refuse bins (approximately 8' X 8' X 20') to service a three bay Transfer Station (TS);
2. Provide 1 suitable 20 yd. bin on an ongoing basis for mattress collection
3. Provide suitable 20 yd. bin(s) as required for the transport of seasonal agricultural plastics.
4. Maintain clean bins in good repair, (no holes and loose metal siding).
5. Remove, transport and replace bins on average at a minimum of once per week, or at a frequency that allows for sufficient capacity for each day of Transfer Station public operation and at the request of the RDOS;
6. Prior to empty bin placement ensure TS pad is free of debris;
7. Place bins adjacent to tipping area in close proximity (no more than 30 cm) to transfer station tipping face;
8. Transport accumulated waste materials from the KSWMS to the Campbell Mountain Landfill (CML) in Penticton;
9. Transport accumulated waste materials within forty-eight (48) hours of closure of Facility to the public, and;
10. Coordinate Bin Management with the RDOS Staff and Operations Contractor to ensure that efficient timing and maximum capacity is optimized.

2. QUOTATION

The Contractor shall:

1. The Contractor shall proceed in a manner compliant with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada.
2. Comply with all conditions contained within the Contract Agreement (attached).
3. Comply with the requirements of the RDOS Landfill Access Agreement (attached).
4. The Contractor shall ensure that Bins are at all times in good repair and will respond in a timely manner to any deficiencies as determined by the Regional District.

The Regional District shall:

1. Pay all applicable landfill tipping fees and associated landfill fines for all KSWMS materials deposited at CML.
2. Provide qualified Contractors keys for after-hours access to the KSWMS and CML.

3. QUOTATION SUBMISSION

1. 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 (GST) shall be included in the Q prices.

All questions pertaining to the scope of the project should be directed, in writing, to Don Hamilton, Solid Waste Facilities Supervisor email dhamilton@rdos.bc.ca phone (250) 492-2913.

2. Address Quotations to:

Manger of Solid Waste
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, B.C. V2A 5J9
Phone (250) 492-4131
Fax (250) 492-0063
Email: info@rdos.bc.ca Attention: D. Hamilton and M. Goldsberry

Envelopes should be clearly marked **KEREMEOS SOLID WASTE MANAGEMENT SITE BIN OPERATIONS**, and will be received by the undersigned, up to and including 2:00 p.m., local time, Thursday, September 15th, 2022.

5. AWARD OF CONTRACT

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

The intent of this document is to enter into a contract (SCHEDULE 'A') with a skilled and qualified Contractor for the provision of services for the supply, management and transport of Refuse Bins at the Keremeos Solid Waste Management Site.

- i. The RDOS reserves the right not to proceed with the project described in the RFQ.
- ii. The RDOS reserves the right to disqualify any Quotation that fails to meet any requirement of this RFQ.

- iii. The Contractor will provide the required documentation verifying required insurance coverage, WorkSafeBC coverage, (**Schedule 'A' CA-8, CA-9**) upon notification that the RDOS has accepted their quote and prior to the commencement of work.
- iv. The RDOS will obtain the Corporate Certificate of Good Standing from the BC Corporate Registry (**Schedule 'A', CA-10**)
- v. The Contractor must be compliant with the **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN BOARD POLICY**, Landfill Customer Accounts Policy (**Schedule 'B'**)
- vi. No work is to proceed without the prior authorization of the RDOS to the Contractor.
- vii. The Contractor shall provide a current G.S.T. number as part of any invoice.

A full copy of the RFQ can be found at <http://www.rdos.bc.ca/news-events/rdos-news/tenders-and-rfps/>. Contact M. Goldsberry at mgoldsberry@rdos.bc.ca if you wish to be added to the list for Addenda.

Quotation Price

BIN RENT, TRANSPORT, TIP AND RETURN RATES		
Equipment Description	Monthly Rental Rate	Stage, Transport, Tip, CML Return Rate per Event
40 yd. Bin		
20 yd. Bin		

In the event that the Highway 3A is closed please provide a price per kilometer for additional distance required
 _____ per km.

THIS AGREEMENT made in triplicate this _____ day of _____, 2022

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street
Penticton, B.C. V2A 5J9

(hereinafter called the "RDOS")

OF THE FIRST PART

AND:

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the RDOS issued the "Request for Quotations for "KEREMEOS SOLID WASTE MANAGEMENT SITE BIN MANAGEMENT" dated _____, 2022. (the "RFQ");

AND WHEREAS the Contractor submitted a Quotation dated _____, 2022 in response to the RFQ (the "Contractor's Quotation");

AND WHEREAS the RDOS and the Contractor wish to set out clearly their mutual rights and obligations;

NOW THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties covenant and agree with each other as follows:

CA-1 CONTRACT DOCUMENTS

1.1 The following documents, together with this Contract Agreement, shall constitute the Contract:

- 1) Request for Quotations (RFQ)
- 2) Quotation Submission
- 3) Contract Forms:
 - Certificate of Insurance Standard Certificate Form
 - WCB Coverage
 - Performance Security
 - Certificate of Good Standing from the BC Corporate Registry
- 4) Landfill Access Agreement. See **Schedule "C"**.
- 5) Key Holder Declaration. See **Schedule "D"**.

- 1.2** In the event of any conflict between Contract Documents, this Contract Agreement shall take priority and the other listed documents shall have priority as listed in Section 1.1.

CA-2 CONTRACT TERM

- 2.1.** The Term of this Agreement is for a three (3) year period commencing October 1st, 2022 to September 30th, 2025.
- 2.2** At Regional District discretion there will be an optional extension for a period of up to two (2) years, if mutually agreeable. For the extension period the Contractor and the Regional District may renegotiate unit rates of any services rendered.

CA-3 CONDITIONS

- 3.1** The terms and conditions under which the scope of work will be undertaken are as per the RDOS Request for Quotations, a copy of which forms part of this Agreement.
- 3.2** In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional standards applicable to the performance of such work at the time and place the work are performed.
- 3.3** The Contractor will coordinate this project on an ongoing basis the designated Regional District authority.
- 3.4** The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor within the specified Work Area and agrees to perform all the duties and responsibilities of the Principal Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments.

CA-4 PAYMENT

- 4.1** The Contractor shall submit to the RDOS an invoice for the value of the services provided by the Contractor under this Agreement and if the RDOS finds the invoice to be satisfactory, the RDOS will pay the Contractor the invoiced amount of the Contract Price within 20 days of the RDOS receipt of the invoice, minus any amounts the RDOS is entitled to deduct under this Agreement.
- 4.2** The Contract Price shall be increased on each January 1st during the Term of this Agreement by multiplying the base price as of the preceding December 31st by the percentage change in the yearly average British Columbia Transportation Consumer Price Index (BCTCPI) for the preceding calendar year as published by Statistics Canada, provided however any such change shall not exceed five percent (5%) per year. Increases above 5% per year cannot be carried forward cumulatively to a future year.

In the event the applicable BCTCPI is not available in time for a monthly invoice, the difference in Contract Price payments for that invoice shall then be identified and adjusted, if necessary, after the BCTCP index becomes available in a subsequent monthly invoice.

CA-6 ASSIGNMENT OF CONTRACT

6.1 The Contractor shall not subcontract, 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 RDOS.

CA-7 CONTRACTOR'S FAILURE TO PERFORM

7.1 In case the Contractor shall fail in the due performance of any part of this Contract, 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, without the permission in writing of the RDOS, it shall be lawful for the

RDOS 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 RDOS may think necessary and proper for completing the works or any part of them, without rendering the RDOS liable for any loss which the Contractor may sustain by reason of such possession and use.

7.2 Any loss, damage or deficiency that may in consequence arise, shall be paid or deducted out of any monies retained by the RDOS 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.

CA-8 INSURANCE

8.1 The Contractor shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached ***Certificate of Insurance – Standard Certificate Form*** as provided by the Regional District. This form must be completed by the Contractor's insurance broker and returned to the Regional District.

8.2 General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided ***Certificate of Insurance - Standard Certificate Form***.

8.3 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value. Detailed coverage is to be as specified on the provided ***Certificate of Insurance - Standard Certificate Form***

8.4 The Contractor shall at all times indemnify and hold harmless the RDOS, and the RDOS elected and appointed officials, officers, employees and agents from and against all liabilities, losses, costs, damages, reasonable legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Contractor or its employee.

8.5 The Contractor shall provide, maintain, and pay for Automobile Liability insurance on owned or on leased vehicle(s) with a minimum of \$5,000,000 on Personal Injury & Property Damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance - Standard Certificate Form**.

8.6 The Contractor will provide 30-days written notice in advance of cancelation of any policies.

CA-9 COMPLIANCE WITH LAWS

9.1 The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada in order to fully protect both the Contractor's employees and the RDOS as may be required by the law during the term of this Agreement. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and shall provide to the RDOS a Work Safe BC (Workers Compensation Board) registration number and a letter of Clearance providing proof of payment of claims and good standing with Work Safe BC.

9.2 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.

CA-10 CORPORATE STANDING

10.1 The Contractor, if incorporated, is required to be in compliance with the *Business Corporations Act – BC Laws*. If incorporated, the RDOS will request a Certificate of Good Standing from the BC Corporate Registry.

CA-11 ENTIRE AGREEMENT

11.1 This Agreement constitutes and expresses the whole Agreement of the parties with reference to the engagement of the Contractor by the RDOS.

CA-12 WRITTEN NOTICE

12.1 If either party desires to give notice to the other party, under or in connection with the Contract, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

REGIONAL DISTRICT at:

Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9
Attention: Andrew Reeder / Manager of Operations, areeder@rdos.bc.ca

Phone (250) 490-4131
Fax: (250) 492-0063

CONTRACTOR at:

DRAFT

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing
Authority of the
**REGIONAL DISTRICT OF
OKANAGAN - SIMILKAMEEN**
was hereto affixed:

Mark Pendergraft, Chair

Bill Newell, Chief Administrative Officer

The signatures of the Signing
Authority of

by its authorized signatories:

Authorized Signatory

Authorized Signatory

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BOARD POLICY**

POLICY: Landfill Customer Accounts Policy

AUTHORITY: Board Resolution dated July 18, 2019.

POLICY STATEMENT

Good financial stewardship requires that credit privileges be extended to customers using a risk-based approach and obligations owed to the Regional District are collected fully and in a timely manner.

PURPOSE

To formalize the process for granting of credit to landfill customers and managing any outstanding balances.

PROCEDURES

1. Organizations that incur User Fees in excess of \$50 per month or per load may apply to the Regional District for a credit account by completing a Regional District Landfill Credit Application.
2. Exemptions from the requirement in item 1. Above will be limited to:
 - a. Province of British Columbia, departments or agencies clearly identified
 - b. Government of Canada, departments or agencies clearly identified
 - c. Other Municipalities, Towns, Villages, Districts and First Nations Bands
3. Completed Application Forms to be forwarded to the Regional District Finance Department
4. Approved customers are required to sign a Charge Account Contract Agreement
5. Customer invoices will be generated monthly and due within 30 days of invoice date
6. Customers with accounts in arrears will be subject to a service charge at the rate set out in the charge account contract agreement.
7. Customers with accounts in arrears after 45 days will be contacted and requesting payment with 15 days. Customers who fail to remit after 60 days will be contacted and advised that they will not be permitted to dispose Municipal Solid Waste or Recyclable material at any Regional District facility pending payment of arrears.
8. If an account holder fails to pay the Regional District all fees owing in full within 60 days of invoice date, the Regional District may withhold monies equivalent to those charges, plus interest, from the account holder under a separate contract, agreement or offer between the Regional District and the account holder. Failure to pay after 60 days will result in cancellation of disposal privileges.
9. Upon full payment of the outstanding balance, including service charges, disposal privileges will be reinstated on a C.O.D basis.
10. Credit privileges may be reinstated to a customer account that is on C.O.D. basis after a three month period without incident, at the discretion of the Manager of Finance or designate.
11. Customer accounts falling 60 days past due a second time will be placed on C.O.D. for a period of three years, once the outstanding balance has been paid in full. After three years, the credit account will be reconsidered at the discretion of the Manager of Finance or designate.
12. At the discretion of the Manager of Finance or designate, accounts that are 180 days in arrears will be sent to external collection agencies.

LANDFILL ACCESS AGREEMENT

THIS AGREEMENT made the _____ day of _____, 202_

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, BC
V2A 5J9

(the "District")

AND:

(the "Contractor")

WHEREAS the District administers the "Campbell Mountain Landfill" located on District Lot 368, SDYD, the "Keremeos Landfill" located on District Lot 2821, SDYD, Refuse Disposal Site License No. 338138; the "Oliver Landfill" located on Saddle Ridge Road, Oliver, B.C. on a portion of Lot 954, Plan 14590, District Lot 2450s, SDYD; the "Okanagan Falls Landfill" located on Part of Lot 2710, S.D.Y.D. (The Site)

AND WHEREAS the Contractor has requested authorization to carry out the "deposit of waste, and/or collect waste or recyclables" on the Sites at times outside the normal operating hours of the Site;

NOW THEREFORE in consideration of the terms and conditions of this agreement, the parties agree as follows:

1. Authorization

- a) Keys will be assigned as determined by the Regional District, Keys will be numbered.
- b) The Contractor is authorized to only discharge Gypsum, Refuse, Yard Waste and Wood Waste and/or collect and remove Recyclables and Local Government Transfer Bins, in and from operating area(s) designated by the District.

- c) Except as authorized by this agreement or as otherwise authorized in writing by the District, the Contractor shall comply with all instructions given by the District Staff and the District's Landfill Operations Contractor.

2. Contractor's Responsibilities

Without limiting the generality of Section 1, the Contractor shall:

- a) be responsible for fire protection in the Operating Area entered by the Contractor under this agreement; and
- b) if it is necessary for a fire protection vehicle or fire truck to attend at the Operating Area to extinguish a fire originating from the material handled or the work done by the Contractor, any costs of and incidental to attendance of the equipment at the Site shall be paid by the Contractor;
- c) collect, and be responsible for recovering and replacing, material that is spread or displaced from its original disposal location as a result of the Contractor's entry in to the Operating Area;
- d) acknowledge that loads hauled and disposed outside of landfill hours of operation that the District determines to be contaminated and penalized are not eligible for Appeal;
- e) maintain their Regional District Credit Account in good standing at all times in accordance with RDOS Landfill Customer Accounts Policy (Schedule A);
- f) provide the District with a list of the vehicle license plates of all Haul Vehicles for which access to the Site is requested;
- g) not deposit waste on days that the Landfill is not open;
- h) not dispose Solid Waste on days that the Site is closed and no earlier than two (2) hours prior to opening on days the landfill is in operation;
- i) scale and record the weights of all materials disposed or removed in the on site scale log provided;
- j) not deposit Hazardous Waste (as defined under the *Environmental Management Act*), or any other wastes as specified by the District at the Site outside of normal operating hours and immediately identify and call to the attention of the District any potentially hazardous refuse that has been inadvertently delivered to the Site;
- k) not deposit Solid Waste at the Okanagan Falls Landfill Site;
- l) not undertake any activity which may cause environmental impairment at the Site or on surrounding properties;
- m) ensure that no Solid Waste of any kind is removed from the Site and that no salvaging is carried out without permission from the District, except as specifically authorized by this agreement;

- n) comply with all statutes, regulations and bylaws that are applicable to the Contractor's activities under this agreement;
- o) agree not to loan, transfer, give possession of, misuse, modify or alter the assigned key(s);
- p) agree not to cause, allow or contribute to the making of any unauthorized copies of the key(s) or give or loan the key(s) to anyone;
- q) agree to immediately inform the District if the assigned key(s) are stolen or lost;
- r) acknowledge that there will be a \$10.00 charge for a replacement key if a key is lost;
- s) acknowledge that violation of this agreement may render the Contractor responsible for the expense of replacing all locks and issuing new keys (over \$1,500.00) for the areas affected by the key(s);
- t) agree to follow and abide by all District Safe Work Procedures for the opening and closing of landfill electrified fence gates;
- u) agree that immediately upon entering and leaving the Landfill Site, to lock the gate or gates and ensure that no unauthorized persons enter or remain on the Site;
- v) immediately return the issued key(s) if the District determines that the Contractor is in breach of the conditions stated in this agreement.

3. Release and Indemnity

The Contractor shall release, indemnify and save harmless the District and its officers, employees, elected officials and agents from and against any and all claims, demands, actions, proceedings, damages, debt, loss and costs which may be brought against them, or that they may suffer as a result of any act or omission of the Contractor, its agents, employees, servants, officers, contractors and invitees, in respect of the use of the Site under this agreement and in respect of any other matter arising from the existence of this agreement.

4. Insurance

The Contractor shall maintain Comprehensive General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for personal injury, death and damage to property including the loss of use thereof and the policy shall include coverage for any workers the Contractor employs. The policy shall include the District as an additional insured and the policy shall provide that the insurance shall be automatically renewed from year to year and not be cancelled or altered without at least 30 days written notice to the District by the insurer. Written confirmation by the insurer of the coverage required by this agreement shall be delivered to the District before the Contractor enters the Site under this agreement.

5. Workers Compensation

The Contractor shall provide to the District a Work Safe BC (Workers Compensation Board) registration number and a letter of Clearance providing proof of payment of claims and good standing with Work Safe BC.

The Contractor shall ensure compliance with the *Workers' Compensation Act* and any regulations thereunder in order to fully protect both the Contractor's employees and the Regional District as may be required by the law during the term of this Agreement.

6. Licence

Permission to enter the Site granted by this agreement is a non-exclusive licence only, and the Contractor obtains no interest in land under this agreement.

7. Assignment

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or the rights, title or interest therein, or the obligations thereunder without written consent of the District.

8. Term

The Term of the Agreement shall be for a 5 (five) year period commencing _____ 202_ and expiring _____ 202_.

9. Suspension

The District may suspend or limit this Agreement at any time in its' sole discretion and without notice for any reason if circumstances within the Site are occurring or may imminently occur that threatens persons or property, including but not limited to safety, injury, fire, emergency, security, operational efficiency, weather, good order or environmental conditions.

10. Termination

This agreement shall continue to be in force and effect unless:

- a) access and use of the landfill is revoked by violation of the RDOS Landfill Customer Accounts Policy, in such case the agreement shall be terminated immediately, keys must be returned, and such notice shall be provided by the Manager by registered letter; or
- b) the Contractor is in violation of any part of this agreement, with the District providing written notice of not less than 7 days; or
- c) terminated by either party without reason with thirty (30) days' written notice.

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

The signatures of the Signing Authority of the **REGIONAL DISTRICT OF OKANAGAN - SIMILKAMEEN** was hereto affixed:

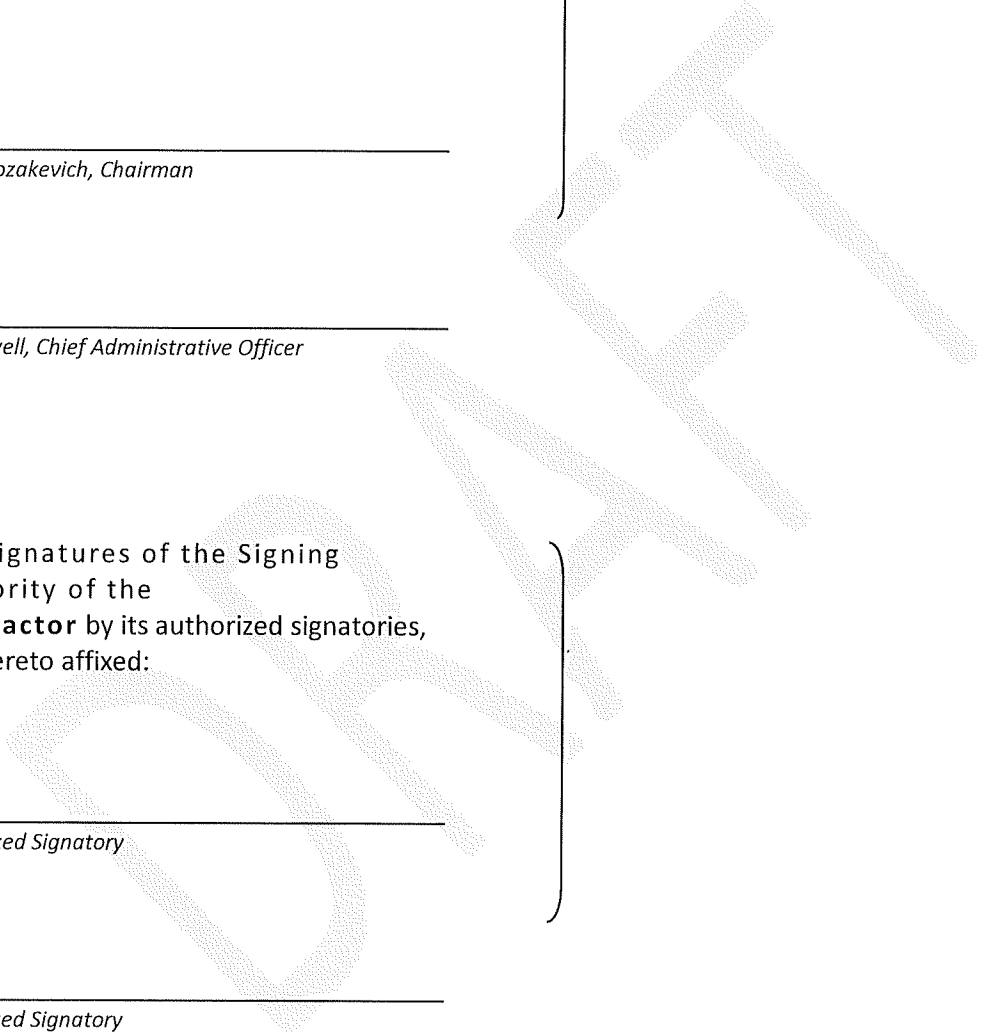
Karla Kozakevich, Chairman

Bill Newell, Chief Administrative Officer

The signatures of the Signing Authority of the **Contractor** by its authorized signatories, was hereto affixed:

Authorized Signatory

Authorized Signatory



KEY HOLDER DECLARATION

Company:

Name:

Phone Number:

Key ID: _____

Date Issued: _____

Activity Requiring Key: _____

All Keys are assigned at the sole discretion of the Regional District of Okanagan-Similkameen (RDOS)

I, the undersigned (Key Holder) shall release, indemnify and save harmless the District and its officers, employees, elected officials and agents from and against any and all claims, demands, actions, proceedings, damages, debt, loss and costs which may be brought against them, or that they may suffer as a result of any act or omission of the Key Holder, its agents, employees, servants, officers, contractors and invitees, in respect of the use of the Landfill Site.

The Key Holder:

- a) acknowledges receipt of the key(s) designated above;
- b) agrees to use the key only for the stated purpose listed under the Activity Requiring Key;
- c) agrees not to loan, transfer, give possession of, misuse, modify or alter the assigned key(s);
- d) agrees not to cause, allow or contribute to the making of any unauthorized copies of the key(s) or give or loan the key(s) to anyone;
- e) agrees to immediately inform the RDOS if the assigned keys are stolen or lost;
- f) acknowledges there will be a \$10.00 charge for a replacement key if a key is lost and understands and agrees that violation of this agreement may render them responsible for the expenses of replacing all locks and issuing new keys (up to \$1,500.00) for the areas affected by the assigned key(s);
- g) agrees that immediately upon entering and leaving the Landfill Site, to lock the gate and ensure that no unauthorized persons enter or remain on the Site;
- h) agrees to comply with all statutes, regulations and bylaws that are applicable to their Landfill Site activities;
- i) is responsible for returning the key(s) to the RDOS when they cease to undertake the role for which the key were issued or if found to be in breach of the conditions stated in this Declaration or when the RDOS requests their return.

Signature _____

Date Key Returned: _____ Initial: _____