



Notice of Meeting and Meeting Agenda Environmental Services Committee

Wednesday, September 28, 2022

1:30 PM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

Special Meeting

B. Desjardins (Chair), N. Taylor (Vice Chair), D. Blackwell, L. Helps, M. Hicks, G. Holman,
G. Orr, J. Ranns, K. Williams, R. Windsor, C. Plant (Board Chair, ex-officio)

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. Territorial Acknowledgement

2. Approval of Agenda

3. Presentations/Delegations

The public are welcome to attend CRD Board meetings in-person.

Delegations will have the option to participate electronically. Please complete the online application at www.crd.bc.ca/address no later than 4:30 pm two days before the meeting and staff will respond with details.

Alternatively, you may email your comments on an agenda item to the CRD Board at crdboard@crd.bc.ca.

- 3.1. [22-578](#) Delegation - Nikki Macdonald; Resident of Willis Point: Re: Agenda Item
4.3. Hartland Area Road Access Mitigation

4. Special Meeting Matters

4.1. [22-486](#) BC Local Government Climate Action Program - Funding Distribution

Recommendation: [On September 21, 2022, the Electoral Areas Committee passed the staff recommendation and advanced the report to the CRD Board meeting that afternoon. At the CRD Board meeting, the following motion was made and subsequently referred to the Environmental Services Committee along with the supplemental information attached to this report:

That the CRD Board allocate \$73,150 of the funding available through the new provincial climate funding in 2022 to help complete the Vancouver Island and Coastal Communities Climate Leadership Plan:]

The Electoral Areas Committee recommends to the Capital Regional District Board: That the funding associated with the new BC Local Government Climate Action Program in 2022, 2023 and 2024 be distributed as follows: \$79,496 for CRD Climate Action Service; \$11,512 for Juan de Fuca Electoral Area; \$24,552 for Salt Spring Island Electoral Area; and \$10,522 for Southern Gulf Islands Electoral Area.

Attachments: [Staff Report: BC LG Climate Action Program - Funding Distribution](#)
[Supplemental Staff Report: Local Gov't Climate Action Program - Allocation](#)
[Supplemental - Appendix A: Funding Request Letter](#)
[Supplemental - Appendix B: Background Report](#)
[Supplemental - Appendix C: Van Island Climate Leadership Plan - Budget](#)
[Supplemental - Appendix D: Community Energy Assoc. - Scope of Work](#)
[Supplemental - Appendix E: Letter of Support - UVic Researchers](#)
[Supplemental - Appendix F: News Release - New LGCAP - May 2022](#)

4.2. [22-566](#) Award of Contract ERM2022-006 - Curbside Collection of Packaging and Printed Paper

Recommendation: The Environmental Services Committee recommends to the Capital Regional District Board:

1. That staff be directed to enter into a six-year contract with GFL Environmental Incorporated to provide residential curbside blue box collection from January 1, 2024 to December 31, 2029; and,
2. That the Chief Administrative Officer be authorized to execute the contract and do all things incidental to finalizing the agreement.

Attachments: [Staff Report: Award of Contract ERM2022-006 - Curbside Collection](#)
[Appendix A: CRD Curbside Collection - Request for Proposals](#)

4.3. [22-558](#) Hartland Area Road Access Mitigation

Recommendation: The Environmental Services Committee recommends to the Capital Regional District Board:

1. That Kirk & Co.'s recommended community options be approved and funded to a maximum of \$4 million from the 2023 Environmental Resource Management capital budget; and
2. That staff work with the District of Saanich to finalize the identified intersection improvements prior to moving forward with the Willis Point Road parking lot.

Attachments: [Staff Report: Hartland Area Road Access Mitigation](#)
[Appendix A: Hartland Landfill: Commercial Vehicle Rd Access Change - Report](#)

5. Adjournment

This is the last scheduled meeting for 2022.

To ensure quorum, please advise Jessica Dorman (jdorman@crd.bc.ca) if you or your alternate cannot attend.

**REPORT TO ELECTORAL AREAS COMMITTEE
MEETING OF WEDNESDAY, SEPTEMBER 21, 2022**

SUBJECT BC Local Government Climate Action Program – Funding Distribution

ISSUE SUMMARY

To provide an update on the internal funding distribution associated with the new BC Local Government Climate Action Program.

BACKGROUND

On May 11, 2021, the Province announced the ending of its Climate Action Revenue Incentive Program (CARIP) in the 2021-2022 fiscal year. CARIP was a provincial grant program that provided funding to local governments that signed the BC Climate Action Charter. The grant was equal to 100% of the carbon taxes that eligible local governments paid each year. The Capital Regional District (CRD) received approximately \$80,000 annually, which was used to support corporate climate action efforts. As a response, the CRD and numerous other local governments advocated for the reestablishment of the program.

On May 16, 2022, the Province announced the new Local Government Climate Action Program (LGCAP), essentially replacing CARIP, that will provide \$76 million over three years to eligible local governments and Modern Treaty Nations. Funding is intended to support local governments in achieving goals that align with the CleanBC Roadmap, BC Climate Preparedness and Adaptation Strategy and local climate action priorities. Local governments may choose how to best allocate and utilize the funds within their organization and communities. The provincial distribution of LGCAP funding is based on a methodology considering previous CARIP disbursements, base funding amounts and per capita allocations adjusted to population size. In a regional district's case, the population allocations are based on \$2 per capita.

The CRD will receive \$126,082 in 2022, 2023 and 2024. To access the funding, the CRD is required to annually measure corporate emissions, demonstrate climate investment equivalent to 20% of the provincial funding received (i.e., matching funding or in-kind contributions) and submit annual reporting.

Staff have determined that the LGCAP funds will be distributed to the CRD Climate Action Service to advance priority initiatives within the CRD Climate Action Strategy and the three electoral areas for their specific community climate action priorities.

ALTERNATIVES

Alternative 1

The Electoral Area Services Committee recommends to the CRD Board:
That the funding associated with the new BC Local Government Climate Action Program in 2022, 2023 and 2024 be distributed as follows: \$79,496 for CRD Climate Action Service; \$11,512 for Juan de Fuca Electoral Area; \$24,552 for Salt Spring Island Electoral Area; and \$10,522 for Southern Gulf Islands Electoral Area.

Alternative 2

That staff report back with additional information.

IMPLICATIONS

Environmental & Climate Implications

The LGCAP funds can be used to support corporate or community initiatives that align with provincial and local climate action goals. Funds can be used for programs, studies, capital investments (or top-ups), and staffing efforts focused on reducing emissions or climate preparedness.

Financial Implications

The CRD will receive \$126,082 in funds annually from LGCAP for three years. The internal distribution of funds is recommended to be as follows:

- CRD Climate Action Service: \$79,496
- Juan de Fuca Electoral Area: \$11,512
- Salt Spring Island Electoral Area: \$24,552
- Southern Gulf Islands Electoral Area: \$10,522

This distribution replaces previous CARIP funds for corporate climate action efforts, and uses a \$2 per capita for electoral area allocations. While funds can be held in reserve in the short term, all funds must be used by the end of 2025.

Service Delivery Implications

Funding will be earmarked for Electoral Area use within the CRD Climate Action Service budget. Administrative staff within each Electoral Area will be responsible for determining best use and will manage any external contracts associated with the funds. They will be responsible for reporting back to the CRD Climate Action Service on programs and outcomes.

CONCLUSION

The Province recently announced a new Local Government Climate Action Program that provides dedicated funds to local governments for climate action initiatives. This is a replacement to the provincial Climate Action Revenue Incentive Program that was cancelled in 2021. The CRD will be receiving approximately \$126,000 annually for three years, which will be utilized to advance climate action priorities within the CRD Climate Action Strategy and of electoral areas.

RECOMMENDATION

The Electoral Area Services Committee recommends to the Capital Regional District Board: That the funding associated with the new BC Local Government Climate Action Program in 2022, 2023 and 2024 be distributed as follows: \$79,496 for CRD Climate Action Service; \$11,512 for Juan de Fuca Electoral Area; \$24,552 for Salt Spring Island Electoral Area; and \$10,522 for Southern Gulf Islands Electoral Area.

Submitted by:	Nikki Elliott, Manager, Climate Action Programs
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

**REPORT TO ENVIRONMENTAL SERVICES COMMITTEE
MEETING OF WEDNESDAY, SEPTEMBER 28, 2022**

SUBJECT **Local Government Climate Action Program – Allocation**

ISSUE SUMMARY

To provide the Environmental Services Committee with further information regarding the Capital Regional District's (CRD) use of the new provincial Local Government Climate Action Program (LGCAP) funding.

BACKGROUND

On September 21, 2022, the Electoral Areas Committee passed the staff recommendation regarding the CRD's distribution of new LGCAP funding and advanced the recommendation to the CRD Board meeting that afternoon:

The Electoral Areas Committee recommends to the Capital Regional District Board That the funding associated with the new BC Local Government Climate Action Program in 2022, 2023 and 2024 be distributed as follows: \$79,496 for CRD Climate Action Service; \$11,512 for Juan de Fuca Electoral Area; \$24,552 for Salt Spring Island Electoral Area; and \$10,522 for Southern Gulf Islands Electoral Area.

At the CRD Board meeting, the following motion was made and subsequently referred to the Environmental Services Committee, along with background information about the Vancouver Island and Coastal Communities Climate Leadership Plan (see appendices A-F):

That the CRD Board allocate \$73,150 of the funding available through the new provincial climate funding in 2022 to help complete the Vancouver Island and Coastal Communities Climate Leadership Plan.

CRD Climate Action Strategy

In 2021, the Board endorsed a renewed and ambitious climate action strategy. The strategy was developed through a comprehensive, data-driven planning process that reflects Board priorities. The CRD strategy is framed around six goals, and aligns with and supports municipal climate ambitions:

1. climate-focused decision making across all CRD programs and services
2. supporting the region on its pathway to livable, affordable and low-carbon communities that are prepared for climate change
3. rapidly reducing corporate fleet emissions and supporting, endorsing and encouraging active, public and zero-emission transportation options across the region
4. accelerating energy efficiency, emission reductions and enhanced resilience in CRD buildings and infrastructure, while supporting the same for all buildings and infrastructure across the region
5. protecting, conserving and managing ecosystem health and nature's capacity to store carbon and adapt to climate change; and
6. minimizing waste generation and resulting emissions

IMPLICATIONS

Environmental & Climate Implications

The CRD Climate Action Strategy outlines six goals and 127 corporate and regionally-focused actions for the organization to complete over five years, many of which have been identified to require additional funding and partnerships. These include community projects, such as the update of the climate vulnerability data and the continuation of outreach and education beyond the existing grant-funded campaigns, and corporate projects, such as installing EV charging equipment to support the decarbonization of the corporate and community fleets.

Intergovernmental Implications

The CRD Climate Action Service has a mandate to support regional collaboration on climate action. To do so, staff work directly with municipal and electoral area staff and elected officials on collaborative policy initiatives, data and research collection, regional programs, information sharing and capacity building. To support this work, staff also participate in numerous local government focused peer networks.

Staff also have a history of collaborating with and sharing information with Vancouver Island local governments through a number of initiatives in the past, and will continue, as appropriate.

Financial Implications

The CRD will receive \$126,082 in 2022, 2023 and 2024 from the LGPAC program and CRD Climate Action is currently projected to have an estimated \$200,000 operating reserve balance in 2027. Reallocation of operating reserve funds would potentially reduce future investments in CRD corporate and regional climate initiatives identified within the Climate Action Strategy.

CONCLUSION

On September 21, 2022, the Electoral Areas Committee passed the staff recommendation and advanced the report to the CRD Board meeting related to allocation of the new Local Government Climate Action Program funding. At the CRD Board meeting, a motion was made and subsequently referred to the Environmental Services Committee, along with the supplemental information regarding use of this funding to support the completion of a Vancouver Island and Coastal Communities Climate Leadership Plan. Staff anticipate using these funds to support the advancement of priorities initiatives identified in the CRD Climate Action Strategy.

RECOMMENDATION

There is no recommendation. This report is for information only.

Submitted by:	Nikki Elliott, Manager, Climate Action Programs
Concurrence:	Russ Smith, Acting General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENTS

Appendix A: Funding Request Letter to Regional District Chairs – July 2022

Appendix B: Background – Territorial Analysis and Survey of Local Government Priorities for
Climate Action: Vancouver Island and Coastal Communities – September 2020

Appendix C: Vancouver Island Climate Leadership Plan – Budget

Appendix D: Community Energy Association – Scope of Work

Appendix E: Letter of Support – University of Victoria Researchers – September 1, 2022

Appendix F: News Release – New Provincial Local Government Climate Action Program –
May 16, 2022



July 2022

Dear Regional District Chair

We are writing to you on behalf of the Vancouver Island and Coastal Communities Climate Leadership Steering Committee. In 2019, you appointed a representative from your region to work jointly with other regional districts in the AVICC region to lead the development of a region-wide climate action plan. Over the past three years, we have made significant progress and are very close to completing a 2030 Vancouver Island and Coastal Communities Climate Leadership Plan (VICC-CLP) for the AVICC region which will enhance local efforts and drive deeper collaboration through the implementation period out to 2030.

Over the time we've been working on this plan, climate events and their impacts on our communities have intensified. From flooding, to fires, to pressure on our local infrastructure as local governments, we're really starting to feel the impacts of climate change at the local level. And we're all working hard to take action where we can on solid waste, electric vehicles, building retrofit programs, better transit, active transportation and other actions within local government jurisdiction. But we're mostly all working in isolation in our own regional districts without the opportunity for sharing practices and scaling up region-wide, across Vancouver Island and Coastal Communities.

That's why the VICC CLP-2030 plan is so important; it will increase staff and organizational capacity in local governments for both climate adaptation and mitigation. It will help ensure that each local government isn't reinventing the wheel, and that staff – particularly in smaller and more rural areas – have the support they need to deliver the programs and services in a cost-effective way that will be necessary over the next decades.

This letter is to update you on progress and to ask for your assistance to complete the project. To complete the VICC-CLP by April 2023 for presentation and adoption at the AVICC conference, we require \$156,400. Please see attached budget. We have confirmed with the Province that funding from the newly announced CleanBC Local Government Climate Action Program (see attached press release) can be allocated by local governments to help fund the completion of the VICC-CLP. Once funding is disbursed to local governments (we understand

this will be in fall 2022) we are asking your Board to allocate a population-based contribution to this important effort.

Area	Population	Amount Requested
Comox Valley Regional District	74,727	13,000
Capital Regional District	415,451	73,150
Cowichan Valley RD	91,913	16,000
Mount Waddington RD	10,839	1,900
Strathcona RD	48,150	8,400
Alberni/Clayoquot RD	33,521	5,900
Nanaimo Regional District	170,367	29,800
Qathet Regional District	13,942	2,400
Island Trust	1430	250
Sunshine Coast Regional District	32,170	5600
Total Request	892,510	156,400

Amount of request based per region population contribution of .175 per person

Though climate change impacts are experienced at a local level, we have found through our work that existing municipal and regional district governance structures can constrain climate action. This project demonstrates that not only is broader regional-scale planning possible and effective, it is also essential if we're going to meet the needs of our residents now and in the future.

Background

At the Association of Vancouver Island and Coastal Communities (AVICC) meeting in April 2019, over 50 local elected officials gathered as part of an off-program, informal workshop to discuss the impending threat of climate change to our local governments, communities, and First Nations in the AVICC region.

Key areas of discussion included the lack of capacity for small and rural local governments and First Nations to mitigate and adapt to climate change, and the desire to learn from each other and share best practices. At that meeting, we posed the question: What would it be like – and what would it take – to create a climate mitigation and adaptation plan for our entire region?

There was a great deal of excitement and inspiration generated by this question. Coming out of that initial gathering, we struck a working group with nominees appointed by each regional district board in the AVICC region.

Context: Geographical Scope of the VICC-CLP Project

The Vancouver Island and Coastal Communities Region is comprised of 11 Regional Districts, 50 First Nations and 41 municipalities. The entirety of Vancouver Island and coastal mainland BC are the traditional territories of Indigenous Peoples. The region is shaped by its proximity to

water and includes approximately 40,000 islands of vastly different sizes and around 67 inhabited major islands, the largest of which is Vancouver Island.

Work to Date

Phase 1 Research and Data Collection

We realized early on, that in order to be successful, we needed to ground our plan in research and data. To that end, we initiated a partnership with a group of professors from the University of Victoria who are deeply committed to community-based research. Please see their letter attached.

In the fall of 2019, they undertook a “territorial analysis”, which examined the AVICC region holistically, for the first time. That publication reported on land use, energy use, economic and demographic trends, and our region’s vulnerability to climate change.

Building on this body of work, in spring 2020, they undertook a survey of local government staff and elected officials to understand current climate priorities, policies, capacities, and challenges. The survey had a 96% response rate (only two of 52 local governments did not participate). This voluntary, high-participation rate, in and of itself, speaks to the importance of climate change policy and practice to local governments in our region.

The survey findings can be summarized as follows:

- Municipalities and regional districts are overwhelmingly supportive of climate action
- Climate change hazards and impacts are already being experienced
- Wildfire and extreme rainfall were top hazards in municipalities of all sizes
- There are distinct regional differences in the impacts experienced
- There is a high level of support for climate mitigation policies and practices
- Climate change mitigation policies exist in all regional districts, across all sectors
- There is a high level of support for climate adaptation policies
- It is uncommon to have dedicated staff working on climate issues
- Barriers to action include a lack of financial resources and a lack of staff

We attach their report, “Territorial Analysis and Survey of Local Government Priorities for Climate Action: Vancouver Island and Coastal Communities,” for your information.

Phase 2 Engagement

Our steering committee also understood from the beginning that engagement was key to success. To build a ten-year climate adaptation and mitigation plan for the AVICC region, to address the gaps identified in the research, and to support local governments, communities and First Nations to prepare for the future, we needed full participation.

Much of the engagement to date has been done on a shoe-string budget with in-kind support from our local government staff, UVIC professors, the Climate Caucus, ourselves, and some funding from the Pacific Institute for Climate Solutions (PICS) at UVIC and the Real Estate Foundation of BC.

In November 2020, we hosted a day-long Community Resilience Summit for local elected officials and staff. BC government officials were also invited as observers. Over 150 elected officials and members of staff from across the VICC region engaged in a series of workshops and began the first steps of developing a Climate Action and Resilience Plan to 2030 for the island and coastal communities. The outcomes from that productive and inspiring day can be found in the attached report, “Vancouver Island and Coastal Communities: November 6th Resilience Summit Outcomes.” We hope you will find the document inspiring and note the direct alignment with many of your Board’s priorities.

In the spring of 2021, we held a day-long Youth Climate Summit to engage youth across our communities to get their input. We did this because youth are often left out of the policy development process even when – on issues like climate change – they are the ones who will inherit the impacts of the policy choices we make today. The Youth Summit Report is also attached for your information and inspiration.

In the spring and summer of 2022 we’re working with an Indigenous-led, Vancouver Island-based consultancy to undertake Indigenous engagement and seek Indigenous input towards the development of the plan. The engagement will be Indigenous-led and informed by consultation with each of the 50 First Nations in the AVICC region.

We are doing this to ensure that final 10-year plan is grounded in First Nations’ existing actions and priorities for climate mitigation and adaption, and their preferred modes of collaboration going forward. Indigenous leadership is essential to advancing inclusive, effective climate action in the region. An Indigenous Climate Priorities Report will be created from this segment of engagement and published in the fall of 2022.

Phase 3 Next Steps and Funding Request

By the fall of 2022, the Indigenous engagement will be complete. At that time, our steering committee and UVIC research partners will have three robust streams of input that need to be turned into a comprehensive 10-year Climate Leadership Plan for the Vancouver Island and Coastal Communities region.

Between June November 2022 and March 2023, we propose the following steps to ensure the completion, adoption, and implementation of the plan:

Fall 2022 – Workshop with steering committee members and UVIC researchers to integrate and prioritize actions from three input streams

Fall 2022 – Workshops with small group comprised of local government, youth and Indigenous participants to ground-truth the proposed goals and actions

Fall 2022 – Development of Terms of Reference to transition the Vancouver Island and Coastal Communities Climate Leadership Plan Steering Committee to a Plan Implementation Standing Committee, comprised of local government staff, elected officials, youth, and First Nations representation

Fall 2022 - January 2023 – Technical analysis on any draft goals: viability of targets, locus of responsibility, draft plan development and circulation to local governments and First Nations for any final input

February 2023 – Plan finalization, graphic design etc.

March 2023 – Develop best practices guide for climate adaptation and mitigation planning at a large regional scale

April 2023 – Final presentation of plan to AVICC members at annual conference for adoption

April 2023 – Deliver final Vancouver Island and Coastal Communities Climate Leadership Plan and best practices guide for interregional and inclusive climate planning to provincial government

Recognizing that our ad hoc Steering Committee needs a home and project coordination as we move from the development of the VICC-CLP to implementation, we have partnered with the Community Energy Association (CEA) to act as the secretariat for VICC-CLP in Phase 3 and potentially beyond as we advance the project from planning to implementation.

CEA has extensive experience in climate planning, engagement, convening networks, advancing cross-regional collaboration, and driving project implementation with local governments and Indigenous communities. In addition to playing a convening and project support role, CEA is the fiscal agent for the project. CEA is a non-profit organization with charitable status that has been supporting communities with climate action for over 25 years and has staff based on Vancouver Island. See attached document outlining CEA's role.

The process of creating the Vancouver Island and Coastal Communities Climate Leadership Plan has catalyzed a vast coastal region uniting local governments, youth and Indigenous communities to address climate challenges together. The VICC-CLP will create an action menu that will help smaller and more rural local governments and First Nations to take meaningful climate action and will increase staff capacity through shared development and delivery of key emissions reduction programs and adaptation measures.

We have been able to patch together resources and find time off the side of our desks to advance this project to this stage. We need your help to complete this project. We are seeking your Regional District's share of \$156,400 in funding to complete this work and have attached a budget for your consideration.

We are happy to share any further information you might require and we thank you in advance for your consideration and support.

A handwritten signature in black ink, appearing to read "M. Helps".

Mayor Helps, Victoria,
VICC-CLP Steering Committee Co-Chair

A handwritten signature in blue ink, appearing to read "D. Staples".

Mayor Staples, Duncan,
VICC-CLP Steering Committee Co-Chair

Territorial Analysis and Survey of Local Government Priorities for Climate Action: Vancouver Island and Coastal Communities



Document produced for the Vancouver Island and Coastal Communities Climate Leadership Plan Steering Committee (VICC CLP SC) by: Tamara Krawchenko, Katya Rhodes, Kimberly Harrison, Katherine Pearce, Kara Shaw, Astrid Brousselle, Tara Ney, Catriona Mallows (University of Victoria).

Please cite as: Krawchenko, T., Rhodes, K., Harrison, K., Pearce, K., Shaw, K., Brousselle, A., Ney, T., Mallows, C. (2020). *Summary Report: Territorial Analysis and Survey of Local Government Priorities for Climate Action: Vancouver Island and Coastal Communities*, Vancouver Island and Coastal Communities Climate Leadership Plan, Victoria, B.C.

CONTACTS

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Introduction

Territorial Acknowledgement

The authors respectfully acknowledge that the Vancouver Island and Coastal Communities Region is located upon the traditional unceded territories of many different Indigenous peoples. Although every effort is made to use unbiased data, much of the data is not framed to adequately reflect Indigenous realities.

The climate change challenge

Climate change is a complex and ongoing challenge that communities across the Vancouver Island and Coastal Communities Region (VICC) are tackling through a range of approaches. By 2050, it is anticipated that British Columbia will experience:

- Temperature increases of 1.3 to 2.7 °C;
- Increases in average annual rainfall from 2% to 12%, with summers being increasingly drier;
- Loss of glaciers resulting in changes to fish habitat, declining quality and storage of drinking water; and
- Continued rising sea levels along most of B.C.'s coast, more frequent wildfires and rainfalls (Province of British Columbia, 2020).

These environmental changes will have wide-ranging effects, from more frequent and severe heat waves and a greater propensity for forest fires to major disruptions in agricultural growing conditions. Climate change impacts all sectors of society and the economy now and in the future.

Our communities are connected in tackling this challenge. The Vancouver Island and Coastal Communities (VICC) region is already experiencing unique climate changes.

The **Vancouver Island and Coastal Communities Climate Leadership Plan Steering Committee** (VICC CLP SC) has been convened by three Vancouver Island Mayors—Lisa Helps (Victoria), Josie Osborne (Tofino), Michelle Staples (Duncan)—in order to help catalyze climate mitigation and adaptation throughout the region. The VICC CLP SC includes representatives from each of the regional districts on the island and the Sunshine Coast to produce a plan that will catalyze climate mitigation and adaptation throughout the coastal region.

This report summarises the findings of *Territorial Analysis and Survey of Local Government Priorities for Climate Action: Vancouver Island and Coastal Communities*. Please note that the Territorial Analysis (Part 1) covers the full VICC region, while the Survey (Part 2) covers Vancouver Island and the Sunshine Coast.

Why coordinate at the regional scale?

British Columbia has been at the forefront of actions to promote climate change mitigation and adaptation and there is widespread support for these efforts. Communities big and small across the province have adopted a range of initiatives and there are a growing number of regional plans that aim to scale up these efforts and to promote co-ordinated actions. Climate change impacts are experienced at a local level, yet existing municipal and regional district governance structures can constrain climate action plans, making planning at a broader regional scale essential.

Regionally-scaled planning can help municipalities and Regional Districts to:

- Pool knowledge and map and understand functionally connected territories;
- Share expertise and build capacity;
- Share the costs of environmental assessments and other upfront planning needs;
- Co-ordinate and scale-up investments in adaptation and mitigation efforts;
- Speak with a common and louder voice to upper level governments about the region's unique needs and priorities; and
- Mutually support communities of all sizes to meet their climate goals, with larger administrations supporting smaller ones.

It is for these reasons that the VICC CLP SC has been convened. The VICC CLP SC shares a clear vision and priorities for its work, suggesting the potential for rapid collective progress. Collaborative planning at this scale thus offers a potential to build consensus and poly-benefits for climate action, including a shared regional vision to guide that action effectively and rapidly.

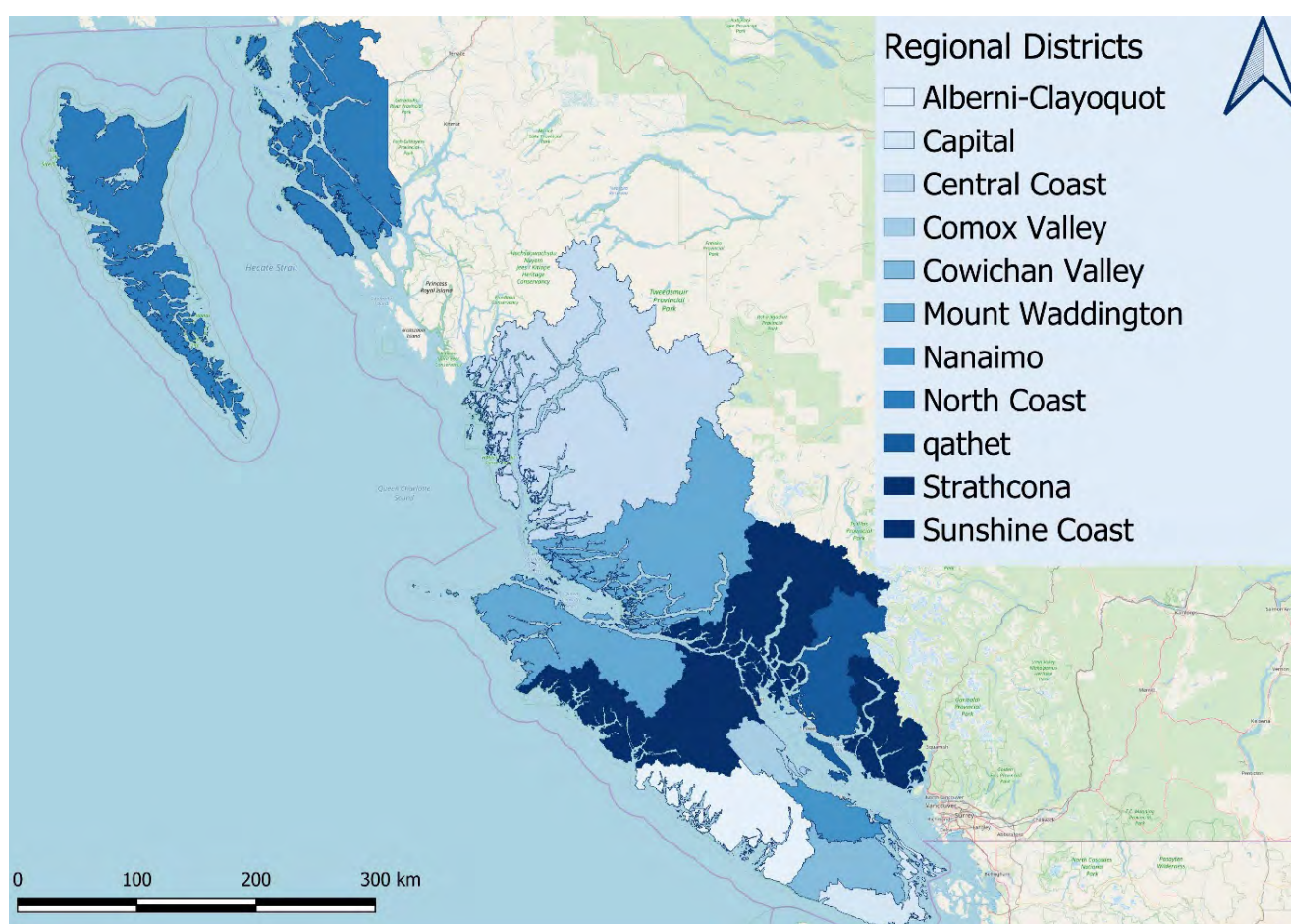


Cyclists on the Galloping Goose, Victoria, Catriona Mallows

Part 1. About the region

The Vancouver Island and Coastal Communities Region is comprised of 11 Regional Districts, 89 First Nations Reserves and Indian Government Districts, and 41 municipalities (Figure 1). The entirety of Vancouver Island and coastal mainland BC are the traditional territories of Indigenous peoples. The region is shaped by its proximity to water and includes approximately 40,000 islands of vastly different sizes and around 67 inhabited major islands, the largest of which is Vancouver Island. Many communities rely on connections to water for both transportation and livelihoods. Given the prevalence of coastlines, sea level changes pose risks as does the prospect of more frequent and severe storms. The mainland part of the region north of Vancouver is coastal and mountainous, with many areas having limited accessibility. In this region land transport connections flow east-west towards the Pacific. Coastal routes are the life-blood of communities.

Figure 1 Vancouver Island and Coastal Communities Regional Districts



Source: British Columbia Data Catalogue. <https://catalogue.data.gov.bc.ca/dataset/d1aff64e-dbf6-45a6-af97-582b7f6418b9> & <https://catalogue.data.gov.bc.ca/dataset/nts-bc-coastline-polygons-1-250-000-digital-baseline-mapping-nts#edc-pow>

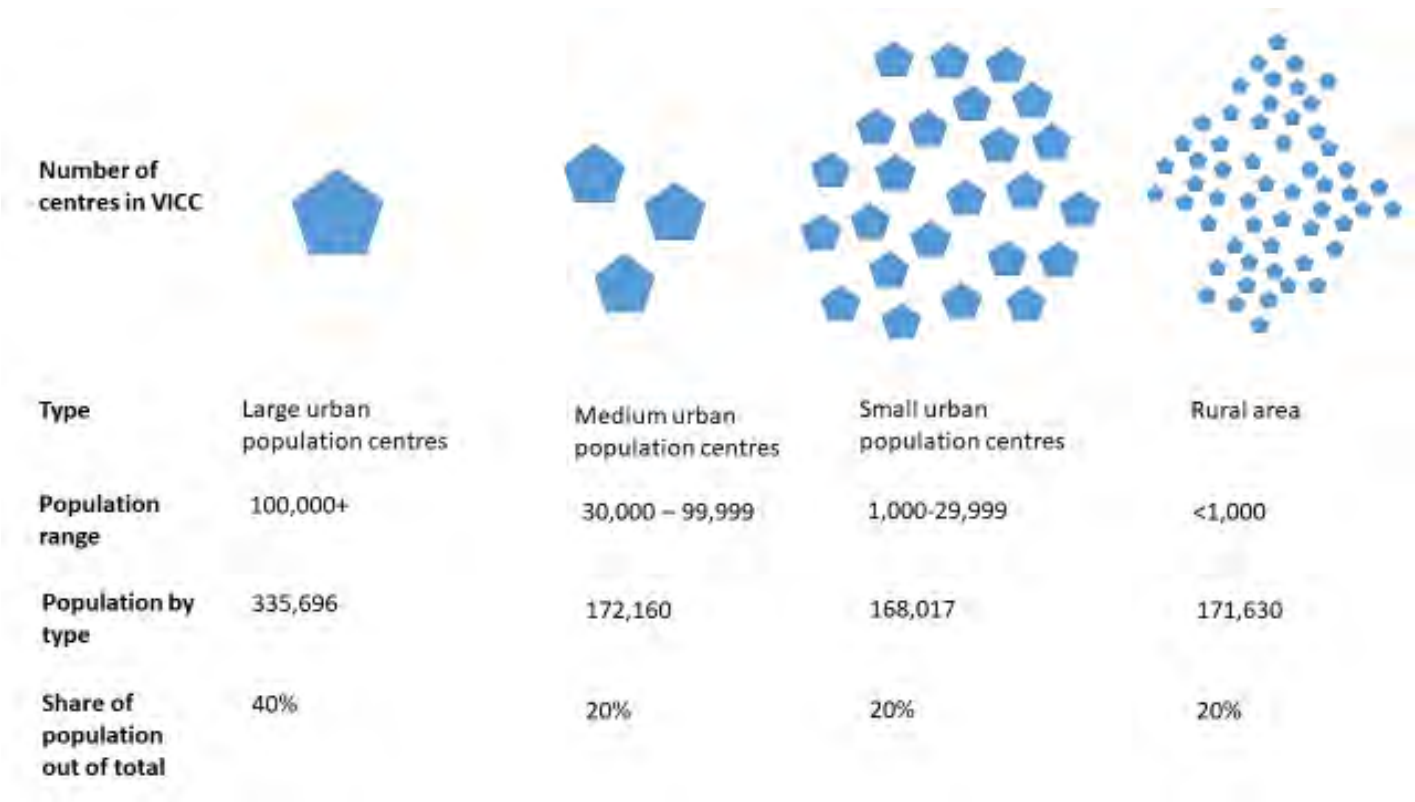
Much of the region is low density, characterised by small communities—rural-urban connections are critical to this region

“Small islands have a more obvious finite land base and natural resources and any climate impacts will have a greater impact to our communities.”

– Islands Trust

The vast majority (80%) of the VICC population resides in small to large population centers, while the remaining 20% live in what can be defined as rural areas—i.e., those without a population centre (Figure 2 Urban Hierarchy by Population Centre, VICC, 2016). However, despite this definition, rurality is best understood along a gradient of more connected and dense places to less connected and dense ones. Smaller communities and rural areas may access services and labour markets in larger population centres; at the same time, these communities provide many resources and amenities that larger communities consume and enjoy, and are also a source of employment. Rural-rural connections are equally important. Across VICC, the nature of these connections and interrelationships are a key character of society and economy.

Figure 2 Urban Hierarchy by Population Centre, VICC, 2016



Source: Statistics Canada; Population Centre and Rural Area Classification 2016 & Population Centre Profiles, 2016 Census

The unique geography of VICC creates both opportunities and challenges

VICC is a complex terrain with landcover ranging from Alpine areas to Wetlands. The variety of landforms create great topographic relief, resulting in various climatic shifts and ecosystem changes. There is an abundance of precipitation resulting in rich rainforests flanking the coast. Much of the VICC is covered by forest: 45% of VICC is classified as old forest (140 years or older); 14.7% is young forest (less than 140 years old) and large tracts of the forest have been designated for logging.¹ Approximately 7.5% of the total land of VICC is either recently or selectively logged, providing revenue and jobs for the region.²

Coastal British Columbia is known for its rich ecosystems, and many areas within the VICC region have been placed under protection in the form of Protected Areas and Marine Protected Areas. Protected Areas of all types are important to the VICC region in many ways, not only are they crucial for protecting wildlife and ecosystems, but also to preserve areas of important cultural significance.



Tahsis 7, Sarah Fowler

VICC is well connected to population centres, but some rural areas are at risk

Though VICC is physically expansive, the vast networks of roads, ferry routes, and air travel connect people and trade. There are 16 highways, 73 ferry routes, 12 airports and numerous aerodromes and seaplane landings. Connectivity is most concentrated in the southern reaches of VICC, linking population centres to the mainland and Vancouver. The four largest population centres in VICC (Victoria, Nanaimo, Courtenay, and Campbell River) are the most connected, with several highways and ferry terminals boasting high traffic thoroughfare daily. The northern communities, such as Bella Coola and Prince Rupert, are more isolated from the rest of the territory, as the only vehicle access is through the two highways which terminate at these cities or the ferry services. Some of the more rural reaches of VICC have fewer links to depend on, which creates a vulnerability especially when storms or other hazards threaten to block or wash out the local roads.

Population centers in the south are growing, while many rural areas are shrinking

The Regional Districts of VICC have a wide range of population growth in the ten-year period from 2006-2016, ranging from an increase of 12.3% to a decrease of -7.8%. The Regional District of Nanaimo has grown the most in the ten-year period while the Comox Valley and Capital Regional Districts had the second and third highest population growth respectively. The three districts with the highest growth rates from 2006-2016 all correspond to districts with large or medium population centres. The only other regional district with a medium population centre is the Strathcona Regional District, which falls in the middle of the range with population growth of 6.3% over 2006-2016. Between 2006-2016, a mix of urban and rural census subdivisions (CSDs) experienced population growth: Langford at 57.3%, Central Coast A at 47%, and South Saanich 1 at 44%. Those CSDs that have seen the greatest population declines over the 2006-2016 period are largely rural and remote.

There is a large and growing senior population across the VICC

The average age of population in the VICC region is 44.8 years; this is above the provincial average of 42.3. The dependency ratio (the ratio of the young and working age versus seniors 65+) is 72% in the region and 63.2% across the province.³ Thus, the VICC has an older age profile than that of the province as a whole.

Certain CSDs within VICC are experiencing changes in age balances more acutely than others; during the ten-year time span of 2006-2016, the Southern Gulf Islands experienced a -14% and -21% decrease of young and working age cohorts, while simultaneously having an increase of seniors by 51%. Even more profound are the changes found in the CSD of Sunshine Coast D: the youth population decreased by -23%, the working age population decreased by -10%, and the senior population increased by 97%. These examples illustrate the more extreme cases of changing population demographics within VICC.

An uncertain economic climate

The BC economy overall has experienced solid growth and a favourable labour market climate. Following strong momentum in 2019, BC was forecast to lead economic growth in Canada in 2020 (Government of British Columbia, 2019). However, the COVID-19 crisis has brought great uncertainty; economic growth forecasts for all provinces have declined with many forecasting negative growth in 2020. The TD Bank has forecast BC's economic growth at 0.5% for 2020 (on par with Ontario).

The VICC has a services-dominated economy—which in the short term is vulnerable to the impacts of COVID 19

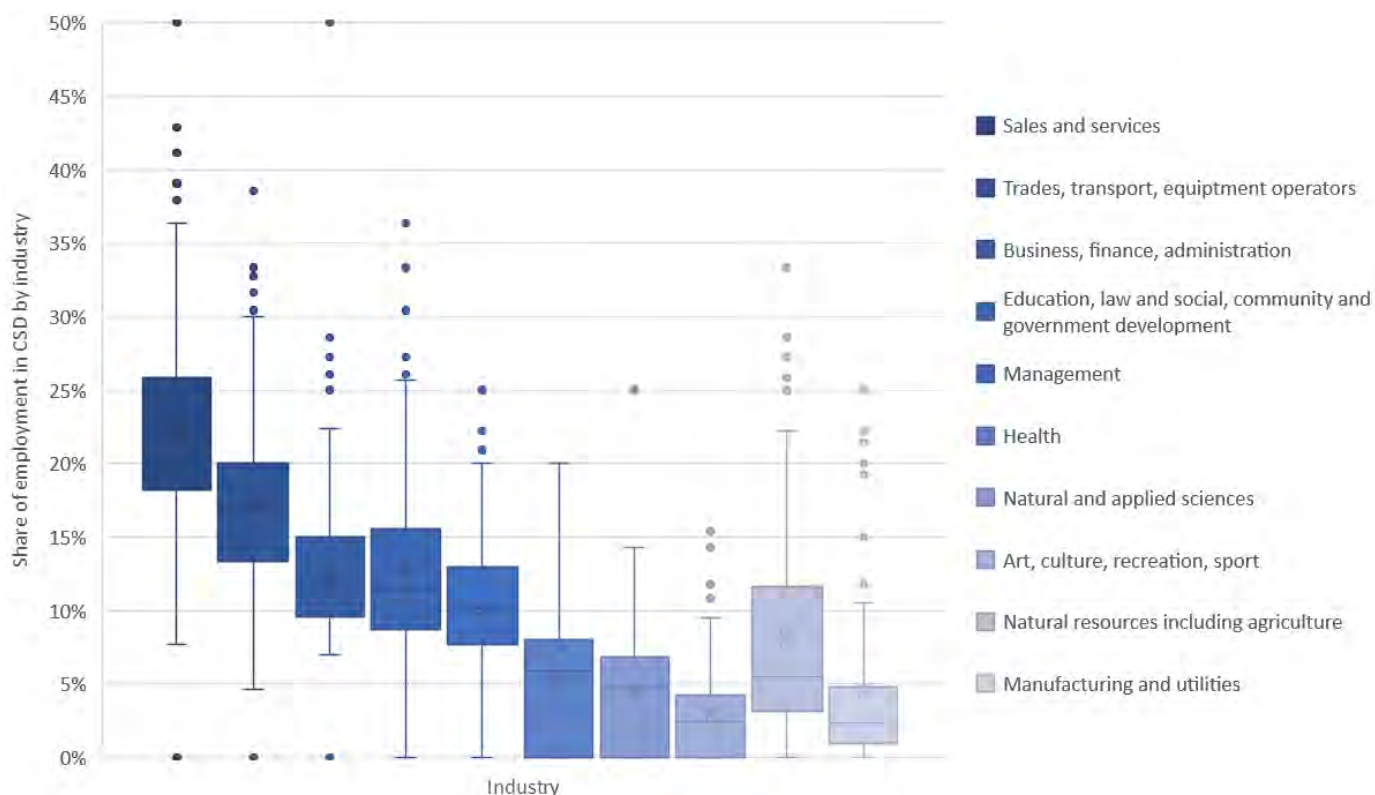
Like the province as a whole, the VICC has a services dominated economy. Across the VICC, 87% of all occupations are service-based (CHASS, 2020). The largest services sectors by occupation are sales and services, trades and transport, and business, finance and administration. Some areas, especially those closest to population centres, are almost entirely services-based. The impacts of COVID-19 and negative price shocks have harmed all economic sectors, however they have been particularly harmful to services sector industries like tourism which are an important economic contributor across the VICC and the rest of BC. In 2018, the tourism sector in BC contributed \$8.3 billion to GDP, which is higher than that of the mining (\$5.2 billion), oil and gas (\$4.9 billion) and agriculture and fishing industries (\$3.2 billion).

While the services sector is dominant, communities across the VICC also have important goods-based economies including the forestry, agriculture, and energy sectors. Goods-based industries are especially important in the northern halves of Vancouver Island and Haida Gwaii, as well as the mainland sections of the North Coast. BC's largely mountainous topography is not amenable to agriculture and the sector is relatively small; the smallest among Canadian provinces second only to Newfoundland. However, some of the province's prime agricultural areas are in the VICC such as Comox, Sayward and Cowichan valleys, Saanich Peninsula, Nanaimo lowlands, Alberni Valley, Powell River lowlands and many Gulf Islands. Farms in these areas tend to be smaller and specialized: the region accounts for only around 2% of total provincial farmland but 15% of total farms (Government of British Columbia, 2011).

"The speed with which all levels of government and community responded to [the COVID-19] health crisis demonstrates the possibility, should the climate emergency be considered with a similar sense of urgency. There is a substantial opportunity for investment in climate change mitigation and adaptation as part of a green economic stimulus package."

– Saanich

Figure 3 Share of Employment by Industry, CSD, VICC, 2016



Note: Occupational categories by industry according to single digit National Occupational Classification codes, NOC.
Source: Statistics Canada; 2016 Census Labour Data, Accessed via Canadian Census Analyser (CHASS, 2020).

On average, residential GHG emissions have declined across the VICC

Residential GHG emissions from utilities and solid waste across the VICC decreased by 3% between 2007-2017 (Figure 4). At the lowest end, Prince Rupert has the greatest decrease in GHG emissions, at -48%, as well as having the lowest per capita residential utilities emissions for 2017 at 0.14 tonnes of carbon dioxide equivalent (tCO₂e) (CAS, 2019). Port Edward, another northern community, has a decrease of -20% (CAS, 2019). However, not all northern communities are experiencing decreases in emissions; Masset and Queen Charlotte (Charlotte) on Haida Gwaii both have increases over the decade. This is likely a reflection on the remoteness of the islands, and is reflected in other island communities such as the Gulf Islands, which also are experiencing an increase in emissions. Another disparity is the difference within the Sunshine Coast communities; Gibsons and Sechelt are among the top five communities with the largest decreases, yet Sechelt Band Indian Government District is in the top five communities with the largest increases in utilities and solid waste emissions (CAS, 2019).

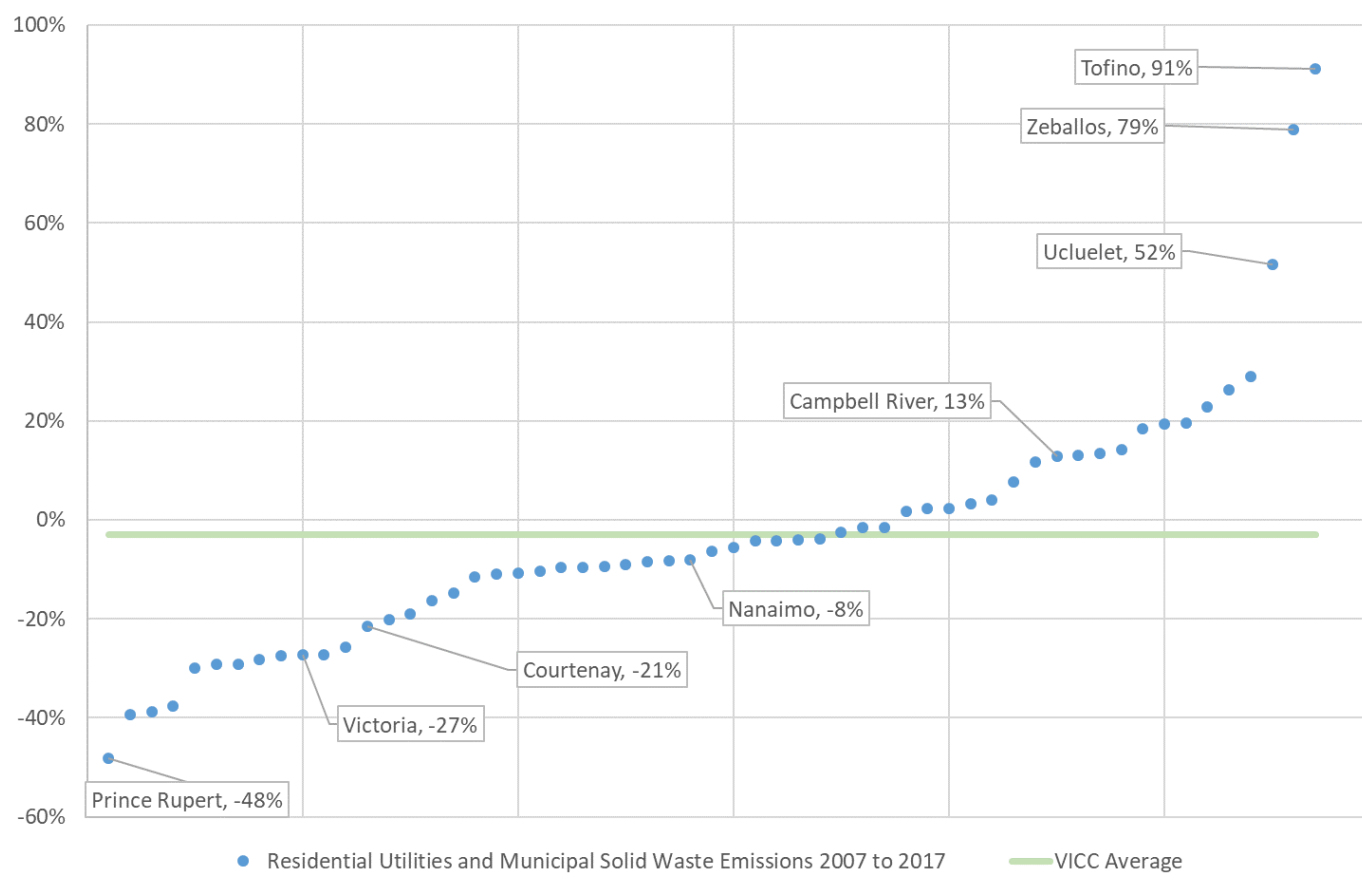
The community which had the highest residential emissions per capita in 2017 was Tahsis, at 7.40 tCO₂e; but they also have among the lowest commercial and industrial GHG emissions per capita (at 0.13 in 2017) (CAS, 2019). More rural and isolated communities tend to have higher emissions because they do not have the capital to invest in the same scale of projects as more urban areas do, and often have to rely on diesel generators for much of their energy. These generators are not only high in emissions, but also in cost - a heavy burden for smaller communities. Higher energy demands may also be related to their location in colder climates.

The medium and large population centres of VICC all have changes below the territorial average, ranging from -8 to -27% (CAS, 2019). The decrease in tCO₂e reflects the ability for urban areas to invest in greener infrastructure, low-emissions public transportation, and sustainable energy. These urban areas have had the ongoing opportunity to make such changes and investments and the data reflects the effectiveness of some of these initiatives.

PHOTO: Tahsis 6, Sarah Fowler



FIGURE 4 Percent Change in Residential Utilities and Solid Waste Emissions, per capita tCO₂e, 2007 to 2017

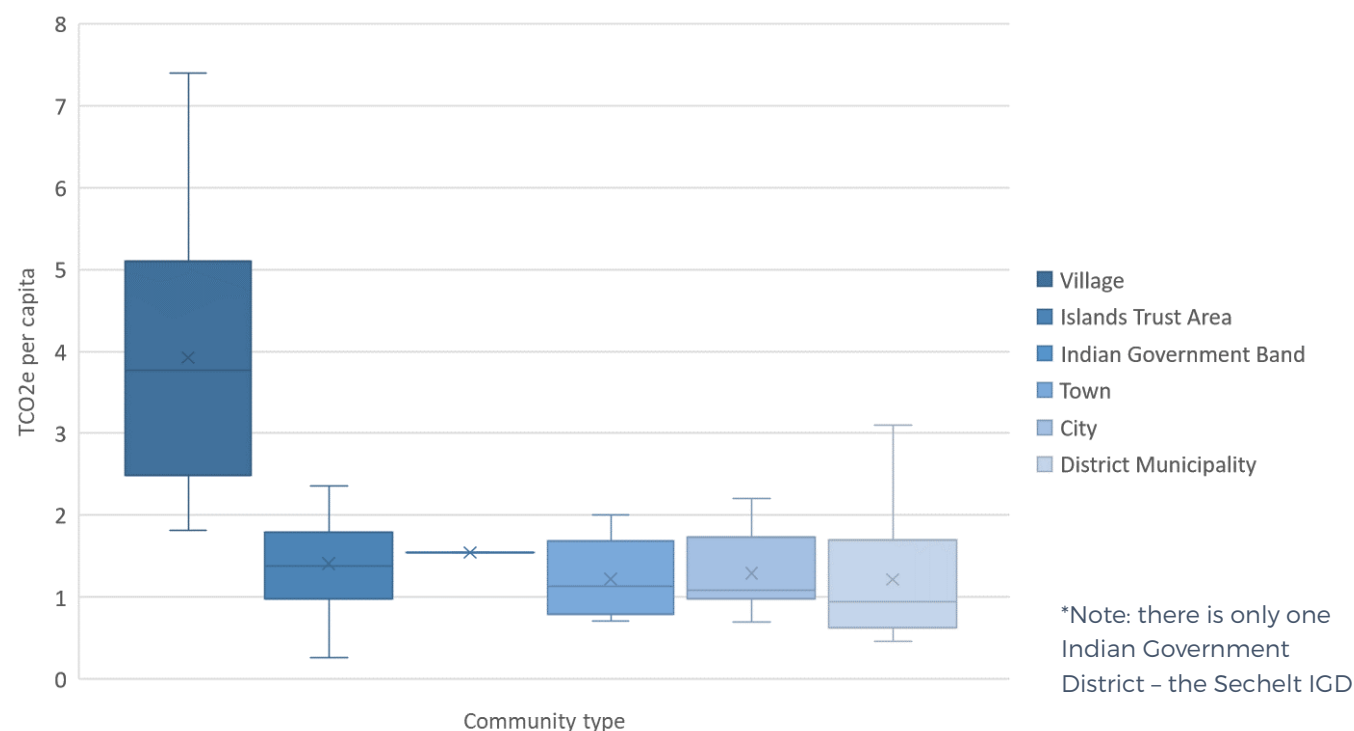


Source: Government of British Columbia Climate Action Secretariat (2019). BC utilities energy data at the community level, BC landfill waste data at the community level

Rural communities have the highest GHG emissions on average

Figure 5 Tonnes of Residential GHG Utilities and Solid Waste Emissions per capita, by Community Type, VICC, 2017 further illustrates the disparity between smaller communities and urban areas; the rural communities (villages) of VICC have the highest average residential GHG emissions in 2017, and includes places such as Tahsis, Zeballos, Masset, and Port Clements. These areas are all very remote in comparison to the population centres of VICC, and do not have access to the same connectivity or capital resources. Villages also display the largest range in emissions, indicating that some communities have invested in cleaner energy options, and others do not have that ability yet.

FIGURE 5 Tonnes of Residential GHG Utilities and Solid Waste Emissions per capita, by Community Type, VICC, 2017



Source: Government of British Columbia Climate Action Secretariat (2019). BC utilities energy data at the community level, BC landfill waste data at the community level

Energy use is by far the highest emitting sector for BC

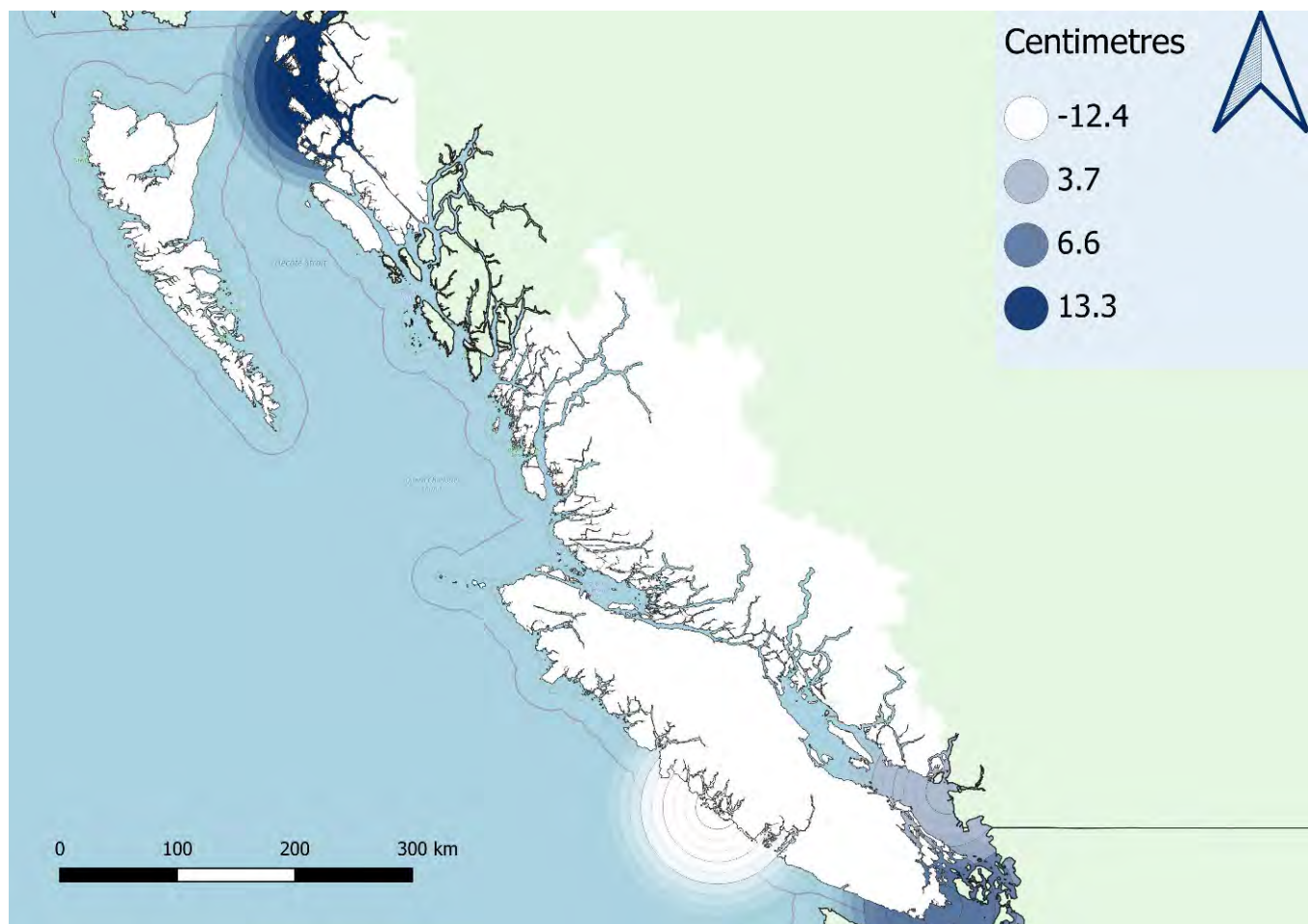
Although there are no further sectoral and sub-sectoral emissions data available for VICC, the Provincial Inventory can provide blanket characteristics for the region, drawing on the provincial trends. Energy is the largest sectoral contributor to total emissions, making up 81% of total BC emissions in 2017. The four other sectors, Industrial Processes and Product Use, Waste, Agriculture, and Afforestation and Deforestation, are all very similar in numbers, accounting for 6%, 5%, 4%, and 4% of total emissions respectively.

Transportation encompasses 50% of energy sector emissions. The VICC is heavily reliant on transportation in several ways; the region imports many of its goods (especially food) from other parts of BC by way of ferry systems and large transport trucks. Road Transportation makes up 34% of BC's energy emissions. Also, the rurality of VICC lends itself to an increased transportation sub-sector, as it requires significant travel to reach many of the remote and rural communities of the region. Oil and Gas Extraction is the next highest energy emitter at 14%, and Manufacturing Industries at 10%; both are part of the Stationary Combustion Sources sub-sector which is the second largest and accounts for 41%. These are not as dominant in VICC. Agriculture and Forestry are relatively low emitters, accounting for only 1% of the total energy emissions in BC.

As a coastal territory, the changes in the ocean pose a serious threat to communities within VICC

Sea level rise varies across the VICC. In Prince Rupert the average sea level rise was 0.13m/century, and 0.06m/century in Victoria, while in Tofino the average sea level dropped at -0.12m/century (BCMoE, 2016). At first this may seem counter-intuitive, but there is a simple explanation; due to the isostatic rebound from the last glaciation, parts of Vancouver Island are rising at ~0.25m/century, while other areas are not moving (to a significant degree) (BCMoE, 2016).

FIGURE 6 Observed Change Sea Level, Centimeters per Century, Coastal BC, 1910-2014



Sources: BC sea level data (Government of British Columbia, 2020c); US cartographic file (US Census Bureau, 2020); BC cartographic file (Government of British Columbia, 2020b).



The implications of sea level rise within VICC are vast, including:

- Flooding, especially beaches, wetlands, coastal dunes, and waterfront properties;
- More frequent extreme high-water occurrences, impacting property, infrastructure (docks, wharves, port facilities), especially in Prince Rupert;
- Salinification of agricultural lands from intrusion of saltwater into groundwater aquifers and;
- Wave changes, including magnitude and direction, as well as storm waves and surges (BCMoe, 2016).

In addition to sea level rise, the oceans are also experiencing an increase in temperature. From 1971 to 2010, the ocean surface increased on average by 0.11°C/decade globally (IPCC, 2014). In BC, sea surface temperatures (SSTs) have increased since—although trends vary depending on areas, data availability, and seasons 1935 (Talloni-Álvarez, Sumaila, Le Billon, & Cheung, 2019). In the southern region of BC, sea surface temperatures have increased 0.56 degrees Celsius per decade since 1935, and are expected to increase by 3 degrees Celsius by the end of the 21st century (Talloni-Álvarez et al. 2019, 166). The increasing amount of CO₂ entering the ocean is altering the pH of the water, making it more acidic (Canadian Climate Forum, 2017). Nearshore and coastal waters on BC's coast are particularly vulnerable to acidification, as freshwater inputs from rivers, glacial meltwater and sea-ice melt decrease the ability for coastal waters to buffer CO₂ (Bush & Lemmen, 2019, 399).

VICC is experiencing rising temperatures, putting vulnerable populations at a higher risk

Globally, temperatures have increased on average by 0.85°C/century, while BC on average has experienced increases on average of 1.4°/century from 1900-2013 (BCMoe, 2016). Due to the complex geography of VICC, there are variations in the average temperature increases. The southern coastal reaches of VICC have experienced increases of 0.8°/century, while more northern areas, such as Prince Rupert, have experienced increases of 1.1°C (BCMoe, 2016).

Heat waves are expected to happen more often in urban areas, because the built environment (paved roads, buildings, other infrastructure) retains heat more so than the natural environment (BCMoe, 2016). In Victoria, between 1951-1980, there were usually only 3 days a year which reached temperatures above 30°C, but within this century that is expected to increase more than four-fold, to 13 days per year (BCMoe, 2016).

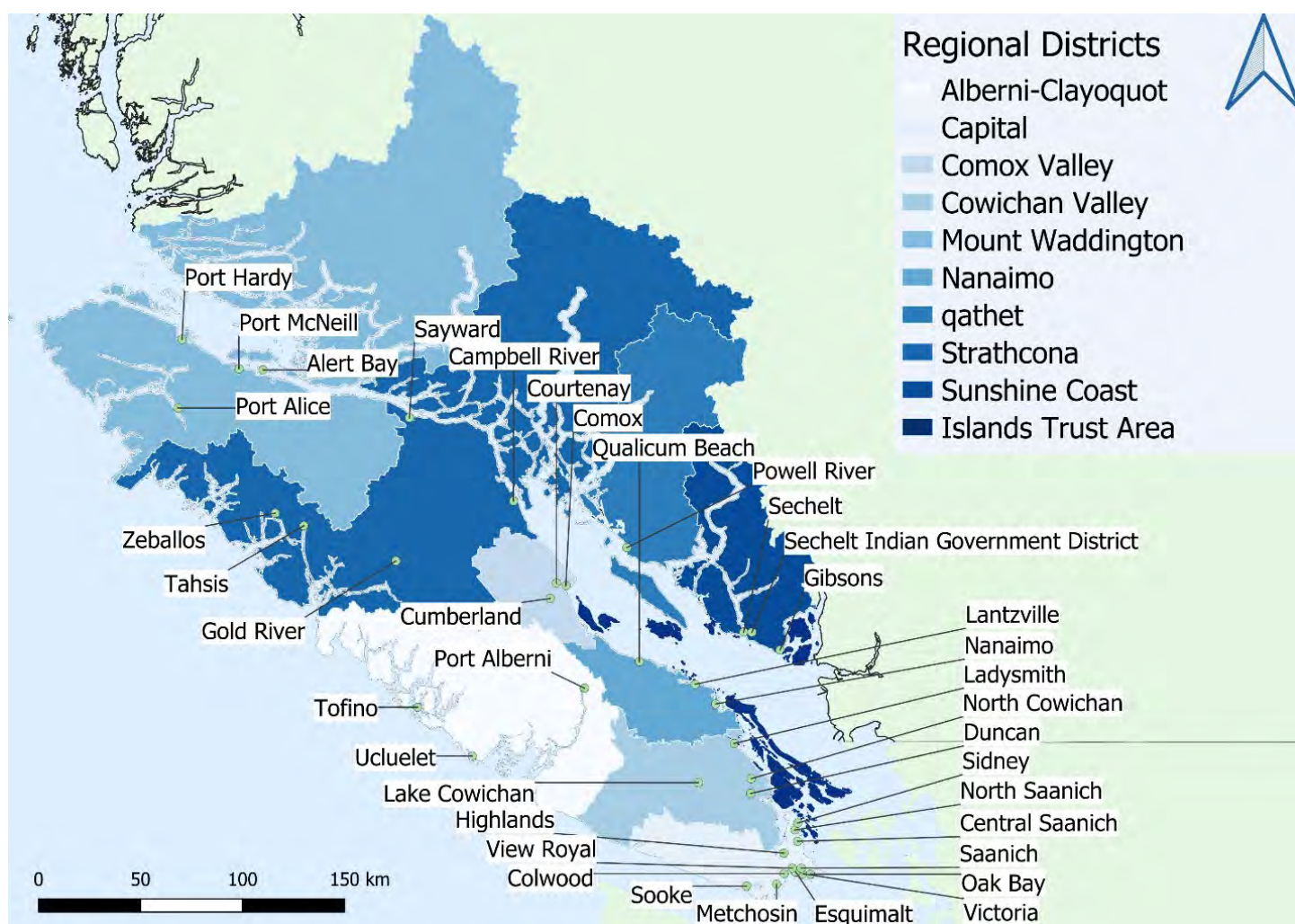
“Cumulative/compounding impacts will become increasingly challenging to address.”

– Capital Regional District

Part 2. Climate Adaptation and Mitigation Policies and Priorities

An understanding of the various climate impacts and policy priorities across the region is a key part of the regional climate planning process. This survey identifies the key climate impacts, policies, priorities, barriers, and opportunities that currently guide decision-making about climate change mitigation and adaptation in the region. A total of 106 government officials, including 69 elected representatives and 35 staff from 38 municipalities and 10 regional districts participated in the survey resulting in a 96% response rate. Only two municipalities did not participate in the survey (i.e., Langford and Parksville); all regional districts completed the survey. Multiple individuals from each local government were invited to participate in the survey, with responses for a single municipality or regional district aggregated into one complete response.

FIGURE 7. Regional districts and municipalities participating in the survey



Municipalities and regional districts are overwhelmingly supportive of climate action

The survey found that both municipalities and regional districts are overwhelmingly supportive of climate action: 100% of municipalities and regional districts answered that climate change mitigation and adaptation are “important” or “somewhat important” to their community.

An analysis of open-ended responses found that the top five common themes of motivation to act include: (1) public and/or political demand; (2) science and data on climate change, including observable impacts from changing weather patterns such as increased storms, droughts, and wildfires; (3) concern about sea level rise; (4) preparation for the future and concern for future generations; and (5) support and funding from senior levels of government. Several municipalities referenced their declarations of climate emergency and mentioned emissions reductions targets and/or climate action committees that have been established. Regional districts were particularly likely to mention senior government funding and support as an enabling factor in being motivated and able to take action

Climate change hazards and impacts are already being experienced

Virtually all municipalities and regional districts are already experiencing hazards and impacts related to changing weather patterns caused by climate change. The unique island and coastal geography of the region influences the types of hazards and impacts that are experienced

“Climate change is a public and therefore political priority. CRD and Islands Trust emergency declaration is spurring action. Climate change impacts such as forest fires and drought are already being felt here.”

– Islands Trust

in this area compared to other regions of the province. A ‘hazard’ refers to the potential occurrence of a natural or human-induced physical event or trend or physical impact that may cause loss of life, injury, or other health impacts, as well as damage and loss to property, infrastructure, livelihoods, service provision, ecosystems, and environmental resources. “Impacts” refer to effects on natural and human systems of extreme weather and climate events and of climate change. Impacts generally refer to effects on lives, livelihoods, health, ecosystems, economies, societies, cultures, services, and infrastructure due to the interaction of climate changes or hazardous climate events occurring within a specific time period and the vulnerability of an exposed society or system.

All except for one municipality indicated that they have experienced hazards related to climate change with wildfires, extreme rainfall, sea level rise, storm surges, extreme winds, and droughts being the key hazards. Municipalities and regional districts identified additional hazards other than those listed in multiple choice responses including tsunamis, earthquakes, heating tank oil spills, air quality, and pandemics. Tsunamis and earthquakes were the most frequently mentioned “other” hazards.

Wildfire and extreme rainfall were top hazards in municipalities of all sizes

Hazards were identified as more prevalent in large municipalities than small and medium sized municipalities. Although heat waves were not a top hazard overall, they were identified as more of a problem in urban areas, and are a top concern in two out of three of the largest urban municipalities. Landslides stood out as being more a concern for small municipalities as compared to medium and large municipalities, which may relate to the remote nature of many of the smallest municipalities.



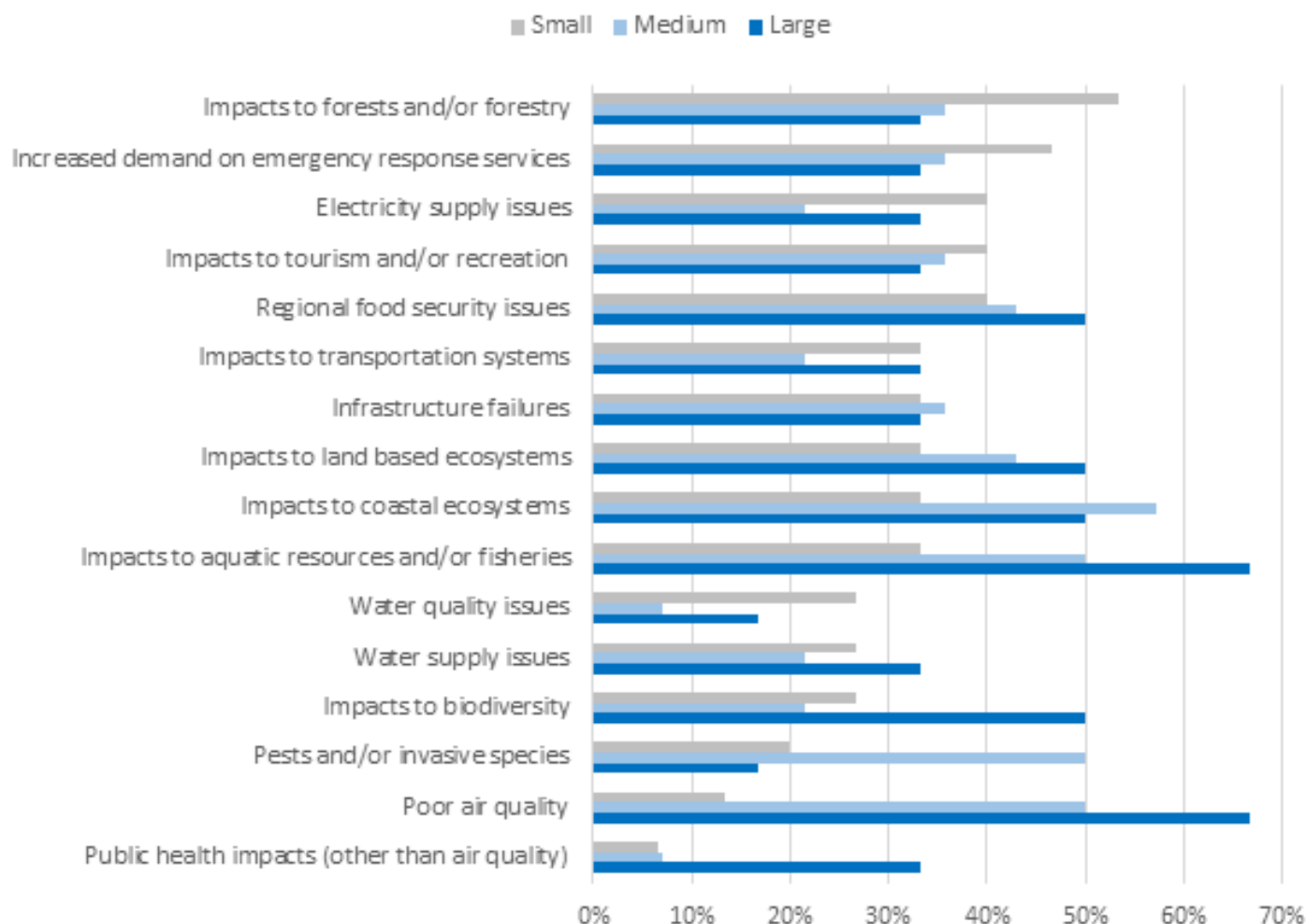
Russel Road washed away from heavy rain, Sunshine Coast, Donna McMahon

There are distinct regional differences in the impacts experienced

Small municipalities were more likely than mid-sized and large municipalities to identify impacts to forests and forestry, emergency response resources, electricity supply, tourism/recreation, and water quality. The impacts that are important to small communities reflect to some extent the closer linkage and dependency on natural resources, especially the importance of forestry. The demand on emergency response services may be a bigger problem for these small municipalities due to their smaller administrative capacity and the remoteness of many small communities.

Medium and large municipalities were more likely to identify impacts to aquatic resources, coastal ecosystems, and land-based ecosystems as a top impact compared to small municipalities. Large municipalities were the most likely to identify impacts to biodiversity compared to smaller municipalities. Air quality and health impacts were the least frequently chosen for small municipalities, but medium and large municipalities are much more affected by poor air quality and other types of public health impacts as compared to small and medium sized municipalities. These differences are even more pronounced when examining only the largest urban municipalities, all three of which indicated poor air quality as a top impact, with two out of three indicating other public health impacts.

Figure 8. Comparison of climate change Impacts by size of municipality

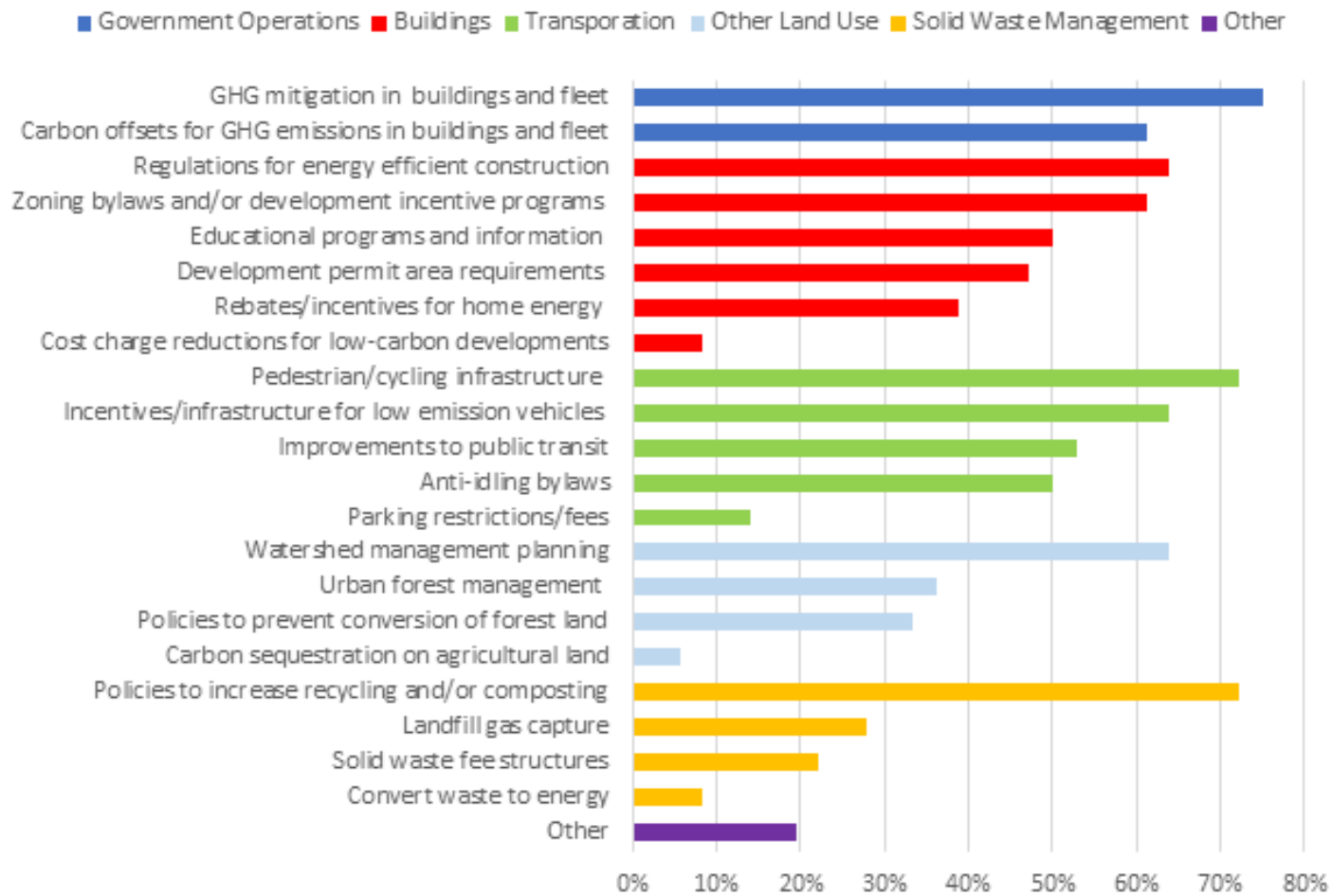


There is a high level for support for climate mitigation policies and practices

Municipalities and regional districts overall are highly supportive of taking action to mitigate climate change, and almost all have mitigation policies in place. Some of the most frequently mentioned priorities for climate change mitigation include: land use planning, green infrastructure, public transit, pedestrian and cycling infrastructure, building standards including civic buildings, fleet management, tree and forest conservation, and general community emissions reductions.

Municipalities and regional districts have implemented mitigation policies across a range of sectors, including government operations, buildings, transportation, land use, and solid waste management. Policies exist in almost all municipalities (Figure 9. Municipal mitigation policies by sector); only two indicated they have no mitigation policies currently in place. Most policies are investment-like policies, followed by regulations and incentives. The most frequently selected policy options included GHG mitigation in buildings and fleet (75%), pedestrian/cycling infrastructure (75%), and policies to increase recycling and/or composting (72%). Respondents were given the choice to indicate other policies not included in the list of options. They identified policies such as asset management, flood/sea level rise impact and mitigation studies, use of bio-diesel or renewable natural gas, investments in urban forest/tree planting, public education, corporate catering related to lower impact food choices, and establishing environment committees.

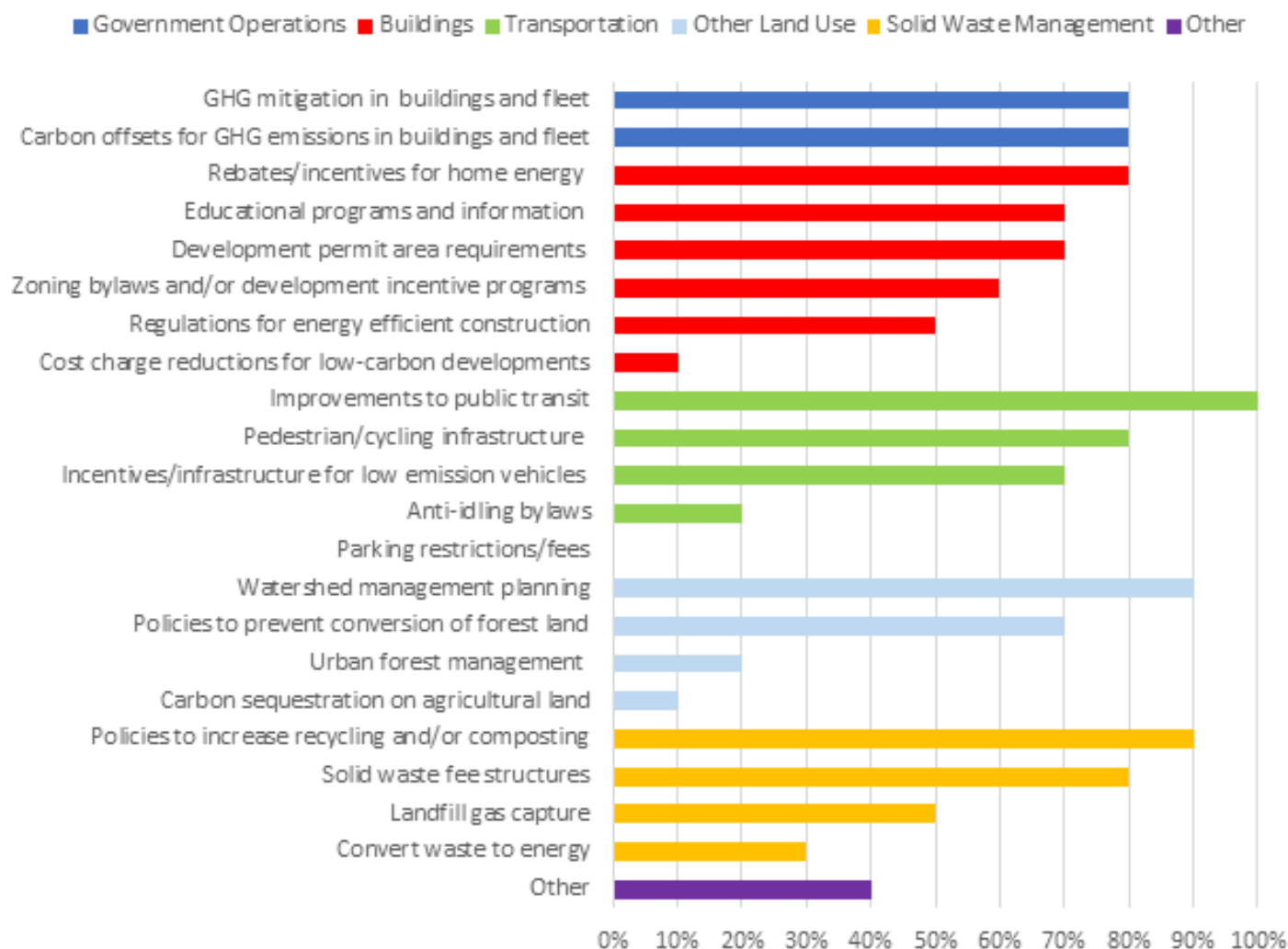
FIGURE 9. Municipal mitigation policies by sector



Climate change mitigation policies exist in all regional districts, across all sectors

Regional districts tend to have a higher number of mitigation policies in place compared to municipalities (average of 13 versus 9 for municipalities). The most frequently implemented policies in regional districts included improvements to public transit (100%), watershed management planning (90%), and policies to increase recycling and/or composting (90%). Differences in jurisdiction explain some of the differences in policies between regional districts as compared to municipalities; for example, regional districts tend to have more policies in the area of solid waste management. “Other” policies indicated by regional districts included water conservation measures, heat recovery, biosolids/woodwaste composting, integration of mitigation into plans including Official Community Plans and regional growth strategies, urban containment boundaries, emission reduction targets, and protection of Douglas fir.

FIGURE 10. Regional districts’ mitigation policies by sector



Pedestrian and cycling infrastructure have the highest support

When asked about community support for different policy types, respondents indicated the highest level of support for investments in pedestrian and cycling infrastructure (69%), GHG mitigation in civic buildings & fleet (69%), and improvements to public transit (67%). In regional districts, the policies with the highest support included pedestrian & cycling infrastructure, rebates/incentives for home energy upgrades, and watershed management planning (100% each). Government investment and incentives, as well as voluntary actions tend to receive higher support than regulations and pricing.

“Our staff is at capacity with existing work. We need more staff to manage new projects such as climate adaptation planning or even to finish the work on the list now.”

– Cumberland

It is uncommon to have dedicated staff working on climate issues

In terms of capacity, the majority of municipalities and regional districts do not have dedicated staff working on climate issues. Only 32% of municipalities and 40% of regional districts indicated that they have dedicated climate staff. Although the majority of municipalities do not have dedicated climate staff, four small municipalities do: Tofino, Ucluelet, Highlands, and Sechelt Indian Government District. Larger municipalities are more likely to have climate staff, with the four largest municipalities indicating that they all have dedicated staff. Regional districts with climate staff indicated they have between 1 to 4 staff.

There is a high level of support for climate adaptation policies

Similar to mitigation, municipalities and regional districts are overall highly supportive of taking action to help their communities adapt to climate change, and almost all have adaptation policies in place. Some of the top priorities for climate change adaptation mentioned in open-ended comments included emergency management planning, land use planning, infrastructure upgrades, green infrastructure, forest management and conservation, watershed management, asset management, water conservation, urban forests, food security and local food production, civic building standards, air quality, and planning for sea level rise. All regional districts and all but three municipalities have adaptation policies.

Support for adaptation policies varies

In municipalities, the most supported policies included storm water management (77%), emergency management planning (71%), and food security programs (71%). In regional districts, the policies with the most support included emergency management planning (100%), integration of adaptation into OCP/plans (100%), and lot level resiliency such as shade structures, rain gardens, rain barrels etc. (90%). One respondent noted that it is very difficult to gauge community support for the various policy options. Also, it was noted that in the case of regional districts, support can vary widely between communities.

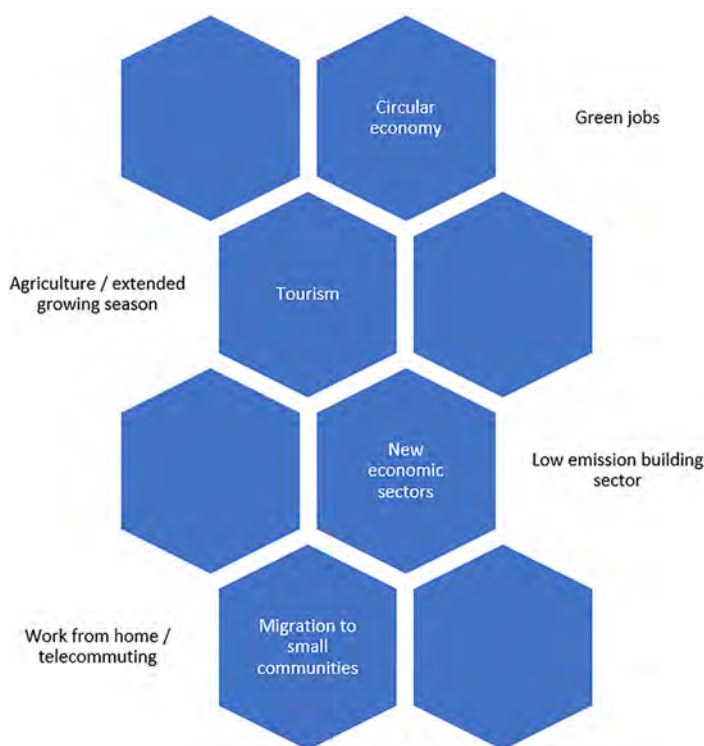
Barriers to action include a lack of financial resources and a lack of staff

Despite high levels of support for climate change mitigation and adaptation, local governments face a number of barriers to action, with lack of financial resources indicated as the top barrier for both municipalities and regional district. The second major barrier for municipalities is lack of staff capacity. Small municipalities face additional barriers including lack of expertise and limited data. Regional districts also tend to face additional barriers as compared to municipalities, struggling with limited authority and feeling a stronger lack of senior government support.

Opportunities for Climate Action: Green growth, clean energy, new jobs, rural vitality

Although responding to climate change is a huge challenge and local governments face a number of barriers to climate action, the climate crisis also presents opportunities for the future. Almost half (49%) of municipalities see new opportunities for their community as the climate changes; another 17% answered “maybe.” Among regional districts, 70% anticipate new opportunities and 30% answered “maybe.” Some examples of opportunities mentioned by respondents include building a circular economy, green jobs, benefits to agriculture including an extended growing season, tourism, new economic sectors such as the low emissions building sector, work from home/telecommuting opportunities, and increased migration to small communities, such as those in the VICC region.

Figure 11 Opportunities for climate action



Our shared future

Nearly all communities in the VICC region are already experiencing hazards and impacts related to changing weather patterns caused by climate change and most expect these hazards and impacts to continue and/or worsen into the future. Both municipalities and regional districts are overwhelmingly supportive of climate action, with 100% of local governments surveyed answering that climate change mitigation and adaptation are either important or somewhat important to their community. The vast majority of municipalities and all regional districts also indicated that their communities are supportive of implementing mitigation and adaptation policies. Most municipalities and all regional districts have implemented policies related to climate change mitigation and adaptation, with the numbers and types of policies varying by geography and by size of municipality. Despite these high levels of support for climate action, local governments face multiple barriers, particularly related to lack of financial resources and staffing capacity.

A lack of funding is a major barrier to local governments when it comes to climate change mitigation and adaptation. Limited authority and lack of senior government support were also important barriers, especially for regional districts, and survey respondents called for more regulatory and financial support from senior levels of government. This support could help build essential low-carbon infrastructure and fund community-level modelling projections to assess localized climate change impacts as well as the impacts of various policies on GHG emissions and costs to choose among most effective and efficient municipal and regional climate policies.

“Remarkable response to COVID by all levels of govt and by the public suggests we are capable of rising to the climate challenge. COVID has reinforced concerns about and is encouraging changes to address self-sufficiency (e.g., reliance on imported food and tourism).”

– Islands Trust

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Notes

ⁱ The government of BC's land use data may overestimate the share of old growth forest by including low productivity bog and subalpine forests; they should thus be interpreted with a note of caution (Ancient Forest Alliance, 2016). Furthermore, there is no commonly accepted definition of an old growth forest but that "most of B.C.'s coastal forests are considered to be old growth if they contain trees that are more than 250 years old. Some types of Interior forests are considered to be old growth if they contain trees that are more than 140 years old" (Government of British Columbia, 2020a). A report by Price et al. (Price, Holt, Bio, & Daust, 2020) on BC's old growth forest disaggregates old growth forest by different sizes and across different ecosystems (biogeoclimatic variants) and productivity classes. By their assessment, the vast majority (80%) of old growth forest in BC is comprised of small trees and only 3% of BC's remaining forests support large trees (Price et al., 2020).

ⁱⁱ Recently logged timber is that which was harvested within the past 20 years, or older if tree cover is less than 40% and under 6 metres in height. Selectively logged timber does not have a defined timeline, it is determined by viewing aerial imagery (areas where the practice of selective logging can be clearly interpreted on the Landsat TM image and TRIM aerial photography).

ⁱⁱⁱ Dependency ratio calculated according to Stats Can age groups of 0-19, 19-64, and 65+.

Vancouver Island and Coastal Communities: November 6th Resilience Summit Outcomes



Vancouver Island and Coastal Communities Climate
Leadership Plan (VICC-CLP) Steering Committee
viccclp.com

We respectfully acknowledge that the Vancouver Island and Coastal Communities Region is located upon the traditional unceded territories of many different Indigenous peoples.

Our climate change challenge

Climate change is a complex and ongoing challenge facing communities across the Vancouver Island and Coastal Communities Region (VICC). By 2050, it is anticipated that British Columbia will experience:

- Temperature increases of 1.3 to 2.7 °C;
- Increases in average annual rainfall from 2% to 12%, with summers being increasingly drier;
- Loss of glaciers resulting in changes to fish habitat, declining quality and storage of drinking water; and
- Continued rising sea levels along most of B.C.'s coast, more frequent wildfires and rainfalls.

Climate change will impact all sectors of society and the economy now and in the future. Communities large and small, rural and urban have adopted a range of initiatives and there are a growing number of regional plans that aim to scale up these efforts to promote co-ordinated actions. Climate change impacts are experienced at a local level, yet existing municipal and regional district governance structures can constrain climate action plans, making planning at a broader regional scale essential. This is why we need to plan at a Vancouver Island and Coastal Communities wide scale.

Our communities are connected in tackling this challenge. Our overarching goal is for all our climate actions to increase community resilience across the Vancouver Island and Coastal Communities region, which in turn will better prepare our communities to navigate climate challenges.



The plan

The **Vancouver Island and Coastal Communities Climate Leadership Plan Steering Committee** (VICC CLP SC) was convened by three Vancouver Island Mayors—Lisa Helps (Victoria), Josie Osborne (Tofino), Michelle Staples (Duncan)—to catalyze climate mitigation and adaptation throughout the region. The VICC CLP SC includes representatives from each of the regional districts on the island and the Sunshine Coast (urban and rural), working together to produce a regional plan that will catalyze climate mitigation and adaptation projects and activities throughout the coastal region.

This shares the outcomes and a preliminary set of goals and actions that were jointly developed with participants in the VICC's Community Resilience Summit which took place on November 6th 2020. Over 150 elected officials and members of staff from across the VICC region engaged in a series of workshops to begin the first steps of developing a Climate Action and Resilience Plan to 2030 for the island and coastal communities. Two additional engagement opportunities will contribute to the development of the plan: a youth climate summit and an opportunity for Indigenous-informed Indigenous engagement.

Equity and Social Justice

Equity and social justice principles strive for a fair and equal society in which each individual matters, their rights are recognized and protected, and decisions are made in ways that are fair. This includes: Accessibility (what programs or services are truly accessible, particularly to those without financial means) and Choice (who has agency to choose and what impacts the ability to choose?).

GOAL 1:

A social justice and equity lens must be placed on all climate change decision making

- Develop a social justice charter in order to ensure that the VICC's work is grounded in a vision of climate justice and equity.
- Establish an enabling a space for those with lived experience to contribute, creating an accountability structure to inform what is meant by 'equity & social justice', developing a clear picture of the impacts, etc.
- Ensure that actions/policies/etc. distribute the benefits of climate mitigation and adaptation. This may include reducing energy poverty and rent/demovictions with retrofit policies, designing sliding scales for financial incentives, defining and supporting food security, access to housing, expansion of public transit, and eliminating the unequal burdens caused by climate change.

GOAL 2:

By 2021 there is a framework established to ensure that the voices at the planning and decision making tables that develop this Island and Coastal Community Climate Strategy are diverse and inclusive

- **Diversify voices and facilitate equal participation:** de-stigmatize those in the community needing support, encourage youth voices and participation, remove barriers for youth, BIPOC, LGBTQ, and women to have a say at the table and get into leadership positions, and design policy for all working and/or planning tables that clearly identifies who has to be represented.
- **Identify and invite diverse groups/voices to participate:** measure equity and set goals (who is involved, are our systems changing to be representative of and responsive to diversity in community?), exploring language and engagement practices.

- **Improve engagement and diversity:** Set expectations for participation, identify facilitators, educate students, develop training in intersectional equality and accessibility, provide education about climate justice, increase opportunities for public engagement, remove financial barriers to participation and secure funding to support participation.

GOAL 3

Indigenous priorities must be centered within the planning and implementation process

- Recognize and acknowledge reconciliation and Indigenous knowledge in planning and decision-making from the beginning. Reconciliation involves recognition of history and centering Indigenous priorities within the planning process.
- Meaningfully include Indigenous Peoples in decision-making and consultation, including fair compensation for their involvement. Incorporate UNDRIP/DRIPPA/Truth & Reconciliation into the work. First Nations must have a say in decisions about their land.
- Recognise colonization and actively work towards decolonizing practices of government.
- Protect ecosystems and lands, particularly with regards to First Nations food systems.

It is important that a diversity of voices inform decision making.

The unique opportunities and barriers facing First Nations communities, as well as the ongoing traditional relationship with the land, mean that First Nations must be participants in the process. It is also important to understand the unique circumstances and needs of different populations, including children, youth, families living on lower incomes, renters, and those living on the edge, recognising that there are differences in how people can manage when a crisis occurs.

Healthy Communities and Social Resilience

Resilience is the ability to *persist, adapt, and transform*, and is a characteristic of healthy communities. We need to work together to prioritize and foreground this to senior levels of government as part of Climate Mitigation and Adaptation planning. In everything we do we must support the health and well-being of our most vulnerable populations; this will increase overall community resilience and a community's ability to better withstand the shocks and disruption that climate change will bring.

GOAL 1:

By 2030 everyone across the VICC has access to adequate health and wellbeing supports as per the social and ecological determinants of health

- Establish a VICC housing corporation to achieve economies of scale in building new zero emissions affordable housing.
- Set up opportunities for health professionals, elected officials and municipal staff to work together and share best practices; enhance information sharing through community health networks.
- Facilitate development of health and wellness hubs (e.g. recreation centres, food banks) where community groups collaborate with health professionals.
- Support all communities to incorporate the social determinants of health into local decision-making.
- Take a Health in All Policies approach to municipal (land use) planning.
- Island Health, BC Housing and the First Nations Health Authority develop a VICC wide partnership to address unmet needs.

GOAL 2:

By 2030 all communities on VICC use a common measurement of wellbeing and there is a 50% improvement from when we started measuring in 2022

- Determine the most suitable and EASIEST way to measure that is also culturally appropriate and incorporates Indigenous ways of knowing.
- Work through Community Health Networks (an existing entity focused on social determinants of health) to implement the wellbeing measurement function.
- VICC communities agree to using a common wellbeing measurement by Dec 31, 2021, to be used going forward.

- VICC communities will start measuring wellbeing (using the agreed-to measurement), and provide an initial report by Dec 31, 2022.
- Following the first set of reports, VICC communities will agree on which metric(s) to focus on collectively.

GOAL 3:

By 2030 we have a VICC wide emergency management plan with actions that achieve 100% resilience and address the needs of priority populations.

- Establish a VICC wide emergency management and resilience planning body/table to develop an Emergency Management Plan for the VICC region.
- Ensure that the VICC emergency management plan explicitly incorporates the needs of vulnerable populations and uses an equity lens.
- Advocate to Emergency Management BC for a broader scope in the emergency planning process that incorporates people who are already homeless or displaced in emergency management plans.
- Engage impacted people through participation in the planning process and in Emergency Response debrief sessions.
- Connect residents VICC wide to share best practices on social resilience and emergency preparedness at the street or neighbourhood level.

All of the actions to achieve these goals require a culture shift and transformation from the way projects are funded to the way we develop policy.

Targets and benchmarks are critical to keep progress on track and hold ourselves accountable to the linkages between the health of people and the health of the environment. Buy-in and involvement from other community stakeholders (fire, police, hospitals, VIHA, etc.) will be critical to the success of these actions.

Food Security

Healthy food systems and ecosystems are the foundations of healthy communities. Food security entails universal access to safe, healthy, culturally-appropriate food all year around and across the region. An overarching goal is the achievement of food sovereignty, in which communities are taking an *active* role in co-managing their food systems to ensure that these systems express their values.

GOAL 1:

By 2022, all communities have access to resources to support embedding food policy into their policies and practices, and region-wide forums exist to support and scale up these actions

- Support every community to incorporate food (sovereignty/ security) into their planning and policies.
- Develop resources to inform leadership and staff about how this can be done.
- Establish forums for sharing community knowledge, advice, successes, and templates, and for identifying and lobbying for policy changes at other levels of government that would support this work.



GOAL 2:

We have complete local food systems that include infrastructure for production (growing, harvesting and processing), distribution and access by 2030, including the local knowledge and capacity to support them

- Support local growing and harvesting capacity, including access to lands and waters (develop land registries; innovative land-sharing programs; lobby for local access to and benefit from marine resources; develop research, training and knowledge transfer resources, etc.).
- Support local and regional processing and distribution capacity, at both household and regional scale (develop and support community kitchens; processing, storage, and distribution facilities; farmers markets, etc.).

- Enhance capacity by increasing learning and knowledge transfer about food systems, both to increase food literacy and to support those seeking to build careers, companies or organizations in sustainable food systems (reinvigorate farmers' institutes; develop new and expand existing educational programs to support food entrepreneurship and to braid local and Indigenous knowledge of food systems into courses and degrees).

GOAL 3:

Land and water-based ecosystems essential to food production are protected and restored region-wide by 2030

- Ensure ALR land is protected, and this is embedded in OCP and RGS language.
- Ensure that food systems are part of all land use planning and management.
- Advance the creation of Indigenous Protected and Conserved Areas and co-management agreements for important growing and harvesting areas, for marine as well as terrestrial species.
- Support and expand Indigenous Guardian Programs and other regional, place-based monitoring and stewardship initiatives that inform adaptation and serve as early warning systems for food safety.
- Develop systems for integrated community-based monitoring of productive ecosystems, and use this to shape adaptive management; ensure these processes consider connections and cumulative effects.
- Embed shoreline protection and restoration in OCPs to enhance "common" harvesting areas (with adequate monitoring for safety and to prevent overharvesting).

To be resilient, food systems need to be supported and organized across a variety of scales (household, neighborhood, community, regions) and they both require and support healthy lands and waters.

They also have the potential to help mitigate climate change and increase the resilience of communities to adapt to it. Prioritizing healthy lands and waters in all actions is essential. We need to recognize, respect, and develop synergistic relationships across First Nations' and Settler approaches to food systems. We can build upon the extraordinary variety of work that is already underway towards enhancing local, sustainable and resilient food systems.

Building resilient economies

A resilient economy is diverse, inclusive, and has the capacity to adapt and innovate.

We need to think regionally as we build economies that transition from unsustainable resource extraction and carbon dependant industries to resilient regional economies that support responsible energy use and can generate *more* employment and deliver *higher* returns.

GOAL 1:

By 2030 all municipalities in the VICC will invest in clean, renewable energy industry to diversify the economy and create jobs in the region

- Grand plan for municipalities and regional districts to electrify fleets:
 - Senior government commit to eliminate fossil fuels;
 - Support clean industry and tech, and research and development; and
 - Incentivize energy retrofits.
- Determine barriers to such investments:
 - Incentivize rural/urban/indigenous partnerships;
 - Incentivize revisions of OCPs to align with this goal; and
 - Work with provincial government to incentivize funding approaches.

GOAL 2:

By 2030 incentivize small businesses and rural communities through investing in tourism, innovation, and internet access

- Incentivize and support for cottage/small business industry start ups.
- Support Island Coast Economic Trust to start climate-related economic investment.
- Ensure funding is not administratively onerous.
- Invest in sustainable tourism (e.g. Forest Bathing).
- Invest in First Nation-led and owned tourism.
- Facilitate regional networking and regional project.

GOAL 3:

Develop policy framework for measuring success of resilient economies (emphasis on triple bottom line)

- Coordinate all local governments to use common framework to measure prosperity and economic resilience:
 - Monitor support in various programs;
 - Be sure communities have resources to do this work;
 - Create platform to share results;
 - Adopt triple bottom line framework; and
 - Train local governments to apply framework.

We have a vision for a greener, smarter, and more inclusive economy.

Environmentally sustainable businesses that use clean and renewable energy are fundamental to building resilient economies that can regenerate rapidly after stress, and will often improve their situation compared to the pre-shock world.



Circular Economy

A circular economy aims to eliminate waste and pollution, keep products and materials in use, and regenerate natural systems. In order to minimise the use of resource inputs and the creation of waste, pollution and carbon emissions, products of non-biological “technical materials” such as metals, plastics and synthetic chemicals are kept cycling in the economy through the design of systems that facilitate reuse, sharing, repair, refurbishment, remanufacturing and recycling. Organic based biological materials are managed to ensure that at end-of-life they are properly decomposed to return nutrients to the environment to support the regeneration of natural systems.

GOAL 1:

Reduce 50% of food waste and divert 100% of organic material from landfill and incineration and by 2030

- Increase food waste reduction education for residential and commercial.
- Coordinate with forestry, restaurants and grocery stores to create new collection streams
- Ban organics from co-mingled waste streams.
- Establish organics processing infrastructure at all scales – rural, small and large municipalities.
- Capture forestry and industrial waste in the accounting of waste organic material.
- Refine regulations to improve quality of composted materials and their distribution.
- Develop local food production and supply chains.



GOAL 2:

Reduce per-capita disposal of material and consumer good waste to 150kg (85% Diversion) by 2030

- Increase and highlight re-use, repair, rental and sharing skills and services.
- Advocacy for right to repair.
- Regulations to decrease packaging waste/ban single-use items.
- Expand and reform extended producer responsibility (EPR) programs - recovery standards and percentage of recycled materials, incentives for redesign to support circularity.
- Increase access to recycling for rural communities through strengthening EPR programs and service levels.
- Address Industrial, Commercial & Institutional and Construction & Demolition waste streams.

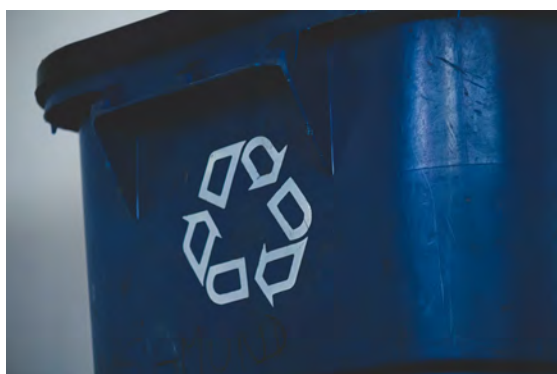
GOAL 3:

Re-localize supply chains and increase local circular business

- Establish VICC circular procurement policy and systems.
- Increase skills training for trades and local resource manufacturing and food production.
- Establish hubs for re-use, sharing and repairing.
- Maximize local food chain capacity and remove regulatory and capacity barriers, such as over-restrictions of FoodSafe meant for large industrial food processing but penalizing small, local suppliers.
- Develop educational campaign promoting local services and products.
- Examine supply management.
- Incentivize and support circular business development.

There is great potential for impact.

According to a 2009 US EPA study, 50% of total Green House Gas emissions result from the provision of food and goods (products and packaging). These emissions are accrued at each step of the item's value chain from material extraction, production, transportation, consumption and disposal. By systemically addressing how we manage materials by reducing extraction of raw materials, re-localizing supply chains, designing materials for re-use, repair and recycle, and reducing waste, large reductions in GHG emissions across sectors can be achieved – by some estimates, up to 2/3rds of the emissions in the provision of food and goods.



Resilient Infrastructure

Infrastructure is the basic physical and organizational structures and facilities (e.g. buildings, roads, power supplies) needed for the operation of a society or enterprise; infrastructure resilience is the ability to reduce the magnitude and/or duration of disruptive events. The effectiveness of a resilient infrastructure or enterprise depends upon its ability to anticipate, absorb, adapt to, and/or rapidly recover from a shock.

GOAL 1:

Resilient Water Management

- Develop plans to assess capacity, durability and redundancy of water management systems regarding runoff, drinking water and non-potable water under potential climate change scenarios.
- Collaborate to identify capacity, jurisdiction, treatment, existing water uses, etc.
- Develop a common model of risk assessment.
- Integrate an understanding of systems, both natural and built, into water management.
- Ensure preparedness of existing systems.
- Develop integrated watershed management.

GOAL 2:

Resilient transportation Infrastructure for all modes of transportation

- Identify modes of transport, hubs, corridors, safety nets.
- Institute broad collaborative planning.
- Develop a united front to lobby province.
- Free electrified transit.
- Shared roads for all modes.
- Lobby to change MOTI's operating principles, road definitions.
- Lobby TC public transportation infrastructure.
- Improve data sharing.

GOAL 3:

Identify Infrastructure needs (both new and replacement) and funding

- Develop plans to assess risks and redundancy of infrastructure for transport of people, goods, resources, etc. under potential climate change scenarios.
- New building planning should be multifunction.
- Increase capacity to deal with as much waste processing locally as possible, including recycling, salvage, etc.
- Identify and upgrade existing infrastructure.
- Develop integrated plans on how to recover / rebuild after major events.
- Develop new funding models (new taxation tools), criteria that support the development of resilient infrastructure.
- Planning for collapse.

We need new ways of working to support infrastructure resilience.

We need flexible and scaleable projects. We need to support and celebrate the leaders and champions and to develop community education and consultation. We need better resources and information sharing. We need to collaborate with industry, trades, communities, volunteer groups (e.g. streamkeepers), First Nations, labour unions and youth.

Green Infrastructure

Green infrastructure incorporates both the natural environment and engineered systems to provide clean water, conserve ecosystem values and functions and provide a wide array of benefits to people's health and wellbeing. Green infrastructure solutions can be applied at the scale of a building through to the broad landscape. Examples of green infrastructure practices at a local level are permeable pavements, green roofs, and rainwater harvesting systems while across a landscape the preservation and restoration of an interconnected network of natural and semi-natural areas is key.

GOAL 1:

By 2030, embed the use of sustainable, renewable materials and permeable living surfaces into all new and retrofit built infrastructure to achieve 100% increase from 2020 levels

- Think of roads as pathways for the whole community and design for mixed-use active transport, reduced impermeability, and protection and restoration of natural assets.
- Expand the use of green roofs, carbon sequestering materials in building supplies, rain gardens, bioswales etc. in new builds and retrofits.

GOAL 2:

By 2030 ecosystem-based management underpins all land use in VICC to maintain and restore healthy aquatic and terrestrial ecosystems and to optimize the rebuilding of carbon stores

- Expand the protection and restoration of natural areas and ecological features.
- Develop water sustainability plans for all watersheds.
- Ensure local communities and First Nations are part of forest management decision making.
- Design and manage for ecological connectivity on the local and regional scale.

GOAL 3:

By 2030, VICC local governments will have integrated natural amenity accounting

- Develop VICC-wide data inventory of natural assets and amenities.
- Ensure that natural amenity accounting is developed with key stakeholders--including First Nations--and the data is shared in order to improve decision making and track progress.

Green infrastructure is a cost-effective, resilient approach to reducing flood risk and the impacts of heat and drought while providing many community benefits such as carbon storage, clean drinking water, fish and wildlife, and spaces to recreate.

Meeting these goals will take strong advocacy to communicate and coordinate across jurisdictions and First Nations. Key stakeholders include the ministries of Agriculture, Food and Fisheries, Environment and Climate Strategy, Finance, Forests, Lands and Natural Resource Operations and Rural Development, Indigenous Relations and Reconciliation, Municipal Affairs, and Transportation and Infrastructure, the AVICC, UBCM, First Nations communities, the BC Products Stewardship Council and the CRD interprovincial working group.



Buildings: getting to net zero through retrofits and new builds

Resilient and zero-emissions buildings can help achieve climate goals, reduce home-heating costs, and enable new skills-building for construction workers. Both emissions reductions and adaptation to changing climate conditions need to be accounted for when planning new builds and upgrading existing infrastructure. This is critical for mitigation.

GOAL 1:

By 2030, existing buildings will reduce energy usage and GHGs by 40%. All new retrofits must consider resiliency and adaptation.

- Develop retrofit financing tools (like PACE - Property Assessed Clean Energy) that work for everyone and cover all types of buildings (residential, commercial, industrial, institutional).
- Generate research-based metrics and targets that can be used to track progress, improved access and quality of data, and enhance capacity of energy advisors to support these targets.
- Create an advocacy, education and action plan for all local governments through AVICC, including hazard mapping to support appropriate land use and resilience planning.
- Lobby provincial government to pass legislation to ban oil heating, mandate point of sale building energy labelling and a building benchmarking program for large buildings.
- Work with communities to develop official retrofit programs plans, including a retrofit builders training program, one stop retrofit program for homeowners, and regional teams to facilitate, educate and support public uptake of rebate programs.

GOAL 2:

By 2030, all new buildings will be net-zero and resilient to the localized impacts of climate change.

- Alter the step code to include GHG emissions.
- All VICC Communities adopt step code by 2025.
- Local governments require low carbon heating and cooling systems through building bylaws (Greenhouse Gas Inventory, GHGi).
- Advise and offer training to local developers and builders to meet this goal.
- Adopt hazard lands development permit areas (sea level rise, wildfire interface, steep slope).
- Adopt development permit area guidelines for energy efficiency.

GOAL 3:

By 2025 (at the latest) we have the capacity across the island to support net zero and resilient buildings.

- Develop enough expertise to achieve goals 1 and 2 through increased training programs and green qualifications and licensing of trade.
- Ensure that a broad cross section of community is recruited (better representation of women and other equity seeking groups), including potentially workers from the fossil fuel sector.
- Ensure that funding and capacity for retrofits is in place and that building owners are aware of who can do the work in their communities.
- Develop programs and networks to support net-zero and climate resilient buildings, including energy auditor programs available remote communities, and net-zero and climate resilient building awards.

Switching to low-carbon technologies and increasing energy efficiency of buildings can move us forward to a future where buildings produce no emissions at all.

Regulatory changes, advocacy initiatives, and financing tools can help communities save money on heating, create new 'green' jobs, and be prepared to resist upcoming climate-related natural hazards.

Decarbonised transport

Transportation is one of the biggest contributors to greenhouse gas emissions in the region. In line with the provincial CleanBC strategy, the region needs to move to a zero-emission vehicle future with widely available charging infrastructure. We also need to connect all communities via transit, railway, and biking to allow for decreased reliance on driving and complete streets development of communities across the region.

GOAL 1:

By 2025, have accessible electric vehicle (EV) charging infrastructure for personal & commercial transport in all VICC communities in all sectors

- Build EV infrastructure including acquiring land that can be used for Level 3 charging.
- Collaborate with the private sector including partnering with car share and ride sharing companies to electrify their fleets.
- Develop a secure written agreement with all regional districts (RDs) to build and coordinate the charging system with support from BC Hydro and the provincial government.
- Increase broad education on the benefits of electrification, existing policy and costs of installing stations—use data and technology to increase support for EVs.
- Prioritize areas with greater density of apartments to have more access to public charging infrastructure—this infrastructure placement should be informed by good transportation data and projections.
- Provide rebates for charging infrastructure to home owners and developers.
- Use provincial post-COVID and other funding (e.g., CleanBC) to invest into EV charging stations in existing attached buildings.
- Develop regulations/bylaws for new developments requiring installation of EV charging stations.



GOAL 2:

By 2030, connect communities via biking, transit, and railway corridors and EV rentals in VICC

- Create an intergovernmental task force to model interconnectivity infrastructure.
- Develop public-private partnerships to enable collaborations between BC Transit, BC Ferries and the private sector (i.e., car share, e-mobility, rental companies).
- Enable full cost accounting/economic analysis of different transportation options and communication to public (i.e., account for co-benefits including safety, benefits for tourism and environmental benefits).
- Develop zoning requirements to enable EV rentals in appropriate places.
- Lobby BC and federal governments to develop a regional transportation plan and to receive their support/buy-in.
- Learn from leading jurisdictions on how such interconnectivity can be achieved and what policies and governance institutions need to be developed.

GOAL 3:

By 2025, allow for only complete streets design approach including transit-oriented development, densification and access to services

- Provide education to governments (i.e., elected representatives and staff) and developers about the benefits of this design approach and how it can be implemented.
- Write these principles into Official Community Plans (OCPs).
- Offer tax incentives or benefits to projects/developments that use this approach.
- Enable municipalities to buy land next to future transit/railway corridors to build housing, and then use money and profits to fund sustainable transportation projects.
- Lobby the provincial government for legislation mandating the implementation of these approaches by every level of government across the province—BC's Ministry of Transportation and Infrastructure can be used as an active partner.

Electrifying vehicles and connecting communities via zero-emission transportation modes will lead to substantial environmental and socio-economic benefits.

To accelerate the transition, the region needs to have an integrated regional transportation plan. The plan will enable conversations with the provincial government to seek funding for EV charging infrastructure in all types of buildings, implementing new infrastructure to connect communities by rail and biking, and developing communities in a transit-oriented manner.

Active Transportation

Active transportation is central to health and wellbeing. Active transportation is any human-powered transportation like walking and cycling; it can be combined with other modes like transit. Investing in infrastructure to support active transportation protects the safety and wellbeing of friends and family and creates liveable spaces. Increasing active transportation can reduce trips made by vehicles and help us to meet our climate goals. Presently around 80% of GHG emissions in the province are from energy of which half are from transportation.

GOAL 1:

Two-thirds of trips to be made by active transport by 2030

- Mandate Vision Zero: No traffic fatalities.
- Update provincial road construction guidelines using Vision Zero, System Safety approach to road design, AAA (all ages and abilities) lens, prioritizing vulnerable road users and active transportation.
- Support cultural shift to active transportation in education and training.
- Reallocate street space for active transportation.
- Secure reliable, stable multi-year funding to implement Active Transport planning.
- Ensure that there is a rural lens on Ministry of Transportation and Infrastructure (MOTI) road guidance. Rural communities face different constraints and needs.
- Establish a VICC platform for shared policy learning.

GOAL 2:

Implement integrated regional transportation planning (inclusive of active transport) by 2030

- Jointly address Interregional planning gaps and identify priorities.
- Develop regional Memorandum of Understanding to convene municipalities and Electoral Areas at the Regional District Level to conduct regional transportation planning.
- Advocate for the Province to invest in inter-community connections for active transportation and transit. Ensure Province and BC Transit prioritize active transportation and inter-jurisdictional connections.
- Advocate for dedicated funding for integrated transportation planning across functionally connected areas. Establish fiscal incentives for joint planning and transportation infrastructure delivery.

GOAL 3:

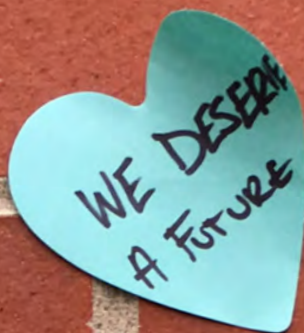
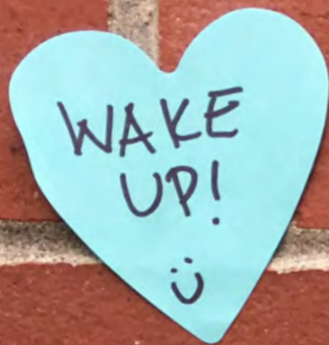
Ensure dedicated, stable, long-term funding for active transport by 2025

- Advocate for safe pathway maintenance to be covered in maintenance agreements and contracts to reduce barriers for small communities.
- Adopt fiscal incentives for employees who commute by active transport.
- Advocate for 1% of sales tax to municipalities.
- Advocate for a usage-based insurance system for vehicles in order to incentivise a reduction in vehicle use.
- Advocate for an increase in Federal Gas Tax funding.
- Advocate for green infrastructure stimulus for active transport from the federal government.

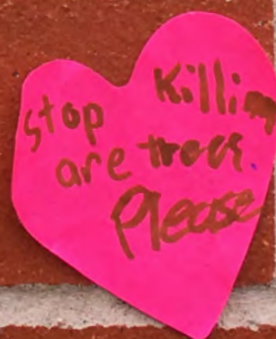
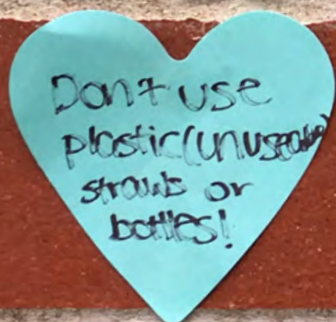


We have the vision and the will. We know what to do. We need the capacity and agency to pull it off!

Upper level governments, in particular the Provincial government, set the incentives for investment in active transportation. This includes regulatory and implementation guidance that is often out of date or contradictory when it comes to active transportation. Too often incentives are set against active transportation. We need solutions that work for communities of all sizes—rural and urban.



Vancouver Island and Coastal Communities: Youth Summit Outcomes



Vancouver Island and Coastal Communities Climate Leadership Plan (VICC-CLP) Steering Committee
viccclp.com

We respectfully acknowledge that the Vancouver Island and Coastal Communities Region is located upon the traditional unceded territories of many different Indigenous peoples.

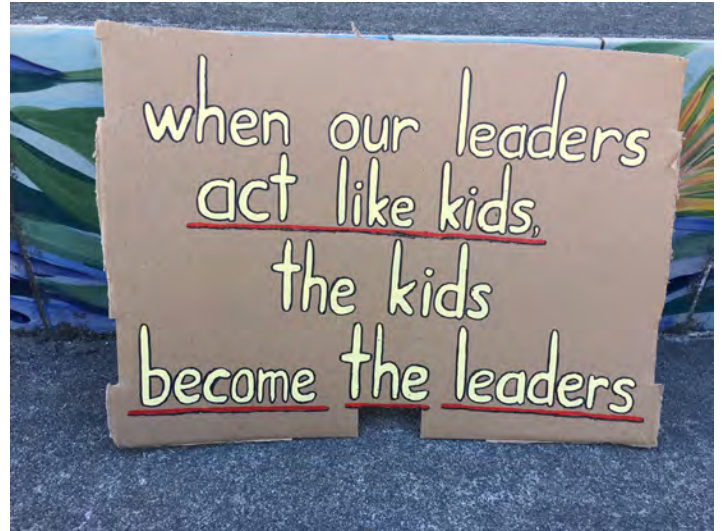
Our climate change challenge

Climate change is a complex and ongoing challenge facing communities across the Vancouver Island and Coastal Communities Region (VICC). By 2050, it is anticipated that British Columbia will experience:

- Temperature increases of 1.3 to 2.7 °C;
- Increases in average annual rainfall from 2% to 12%, with summers being increasingly drier;
- Loss of glaciers resulting in changes to fish habitat, declining quality and storage of drinking water; and
- Continued rising sea levels along most of B.C.'s coast, more frequent wildfires and rainfalls.

Climate change will impact all sectors of society and the economy now and in the future. Communities large and small, rural and urban have adopted a range of initiatives and there are a growing number of regional plans that aim to scale up these efforts to promote co-ordinated actions. Climate change impacts are experienced at a local level, yet existing municipal and regional district governance structures can constrain climate action plans, making planning at a broader regional scale essential. This is why we need to plan at a Vancouver Island and Coastal Communities wide scale.

Our communities are connected in tackling this challenge. Our overarching goal is for all our climate actions to increase community resilience across the Vancouver Island and Coastal Communities region, which in turn will better prepare our communities to navigate climate challenges.



Young people are leading the charge. Today's young people are crucial to building a fairer, more sustainable future.



The plan

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This document shares the **VICC's Climate Action Goals: Youth** across several thematic areas. These goals were jointly developed with participants in the VICC's Youth Climate Forum which took place May 8th, 2021. This event brought together youth and young adults between the ages of 13-26 to collaborate on visions, goals, and actions for the region.

Theme 1: Equity, Healthy Communities, Social Justice, and Social Resilience

Resilience is the ability to *persist, adapt, and transform*, and is a characteristic of healthy communities. In everything we do, we must support the health and well-being of our most vulnerable populations; this will increase overall community resilience and a community's ability to better withstand the shocks and disruption that climate change will bring.

Equity and social justice principles strive for a fair and equal society in which each individual matters, their rights are recognized and protected, and decisions are made in fair ways. This includes Accessibility (what programs or services are truly accessible, particularly to those without financial means) and Choice (who has the agency to choose and what impacts the ability to choose?).

GOAL 1:

Live according to the principles of UNDRIP

- Ensure that the principles of UNDRIP are upheld;
- Ensure that communities are connected and that they work together to protect the environment;
- Recognize and acknowledge reconciliation and Indigenous knowledge in planning and decision-making from the beginning. Reconciliation involves recognition of history and centering Indigenous priorities within the planning process;
- Develop principles and legislation so that lands and waters have the opportunity to be recognised as living beings with rights.

GOAL 2:

By 2030, a social justice and equity lens must be placed on all climate change decision making

- Ensure that no one is unhoused in BC by 2025 and ensure that everyone has enough food;
- Ensure there is equitable access to mitigate climate emissions for everyone;
- Develop better mental health resources and education in schools, universities, institutions, and workplaces;
- Research barriers to taking climate action and ensure that these are considered in climate mitigation and adaptation policies;
- Implement Green New Deals across municipalities.

GOAL 3:

Promote more education and equal opportunities for people to act and live in harmony with land, waters and people

- Develop more resources and educational materials for individuals to be sustainable, ensuring throughout that people feel empowered through the educational system;
- Develop alternative economies so that people do not have to choose between a healthy environment or a healthy economy;
- Develop more opportunities for outdoor education schemes for all age ranges;
- Establish more opportunities for people to spend time outdoors to aid health conditions;
- Ensure that climate science is included in every school's curriculums;
- Diversify voices and facilitate equal participation: de-stigmatize those in the community needing support, encourage youth voices and participation, remove barriers for youth, BIPOC, LGBTQ, and women to have a say at the table and get into leadership positions, and design policy for all working and/or planning tables that clearly identifies who has to be represented.

All of the actions to achieve these goals require a culture shift and transformation from the way projects are funded to the way we develop policy. We think it is important that a diversity of voices inform decision making.



Theme 2: Food Security and Sovereignty

Healthy food systems and ecosystems are the foundations of healthy communities.

Food security entails universal access to safe, healthy, culturally-appropriate food all year round and across the region. An overarching goal is the achievement of food sovereignty, in which communities are taking an active role in co-managing their food systems to ensure that these systems express their values.

GOAL 1:

By 2025, most of our food is from the island and grown sustainably

- Grow food in public areas wherever possible and equip communities with the policies and financial means to get this started;
- Work with the province and federal government to support the development of kelp farming;
- Develop a programme where every school can set up a community garden;
- Advocate that local universities and institutions invest in and research cultivated meats;
- Encourage the phasing out and banning of fish farms;
- Establish forums for sharing community knowledge.

GOAL 2:

By 2022, all communities have access to resources to support embedding food policy into their policies and practices

- Ensure First Nations can harvest important food sources;
- Reduce cost barriers for the new generation of farmers (ecosystem service enhancement).

GOAL 3:

By 2030, land and water-based ecosystems that are essential to food production are protected and restored region-wide

- Ensure Agricultural Land Reserve (ARL) is protected and increased its productivity;
- Encourage landlords to allow (and encourage) renters to grow their own food;
- Ensure that food systems are part of all land use planning and management;
- Advance the creation of Indigenous Protected and Conserved Areas and co-management agreements for important growing and harvesting areas.

To be resilient, food systems need to be supported and organized across a variety of scales (household, neighborhood, community, regions) and they both require and support healthy lands and waters.

They also have the potential to help mitigate climate change and increase the resilience of communities to adapt to it. Prioritizing healthy lands and waters in all actions is essential. We need to recognize, respect, and develop synergistic relationships across First Nations' and Settler approaches to food systems. We can build upon the extraordinary variety of work that is already underway towards enhancing local, sustainable and resilient food systems.



Theme 3: Circular Economy

A circular economy aims to eliminate waste and pollution, keep products and materials in use, and regenerate natural systems. To minimise the use of resource inputs and the creation of waste, pollution and carbon emissions, products of non-biological “technical materials” such as metals, plastics and synthetic chemicals are kept cycling in the economy through the design of systems that facilitate reuse, sharing, repair, refurbishment, remanufacturing and recycling. Organic-based biological materials are managed to ensure that at end-of-life they are properly decomposed to return nutrients to the environment to support the regeneration of natural systems.

GOAL 1:

By 2025, reduce 50% of food waste and divert 95% of organic material from landfill and incineration

- Legislate to ensure that businesses dispose properly of their waste;
- Learn from and build upon existing models that work for reducing and redirecting food waste;
- Develop efficient and effective composting systems that are required in all schools;
- Establish better educational materials on how to manage food waste and compost for residential and commercial properties;
- Provide greater access and funding for recycling depots in more parts of cities and rural areas;
- Coordinate with forestry, restaurants and grocery stores to create new collection streams;
- Ban organics from co-mingled waste streams;
- Coordinate compost audits with farmers;
- Discourage ‘throw-away’ culture, and where it exists, ensure that there are means for people to re-use safely.

GOAL 2:

By 2023, ban all plastic packaging and mandate that all sellable goods are either recyclable or reusable

- Develop alternative materials which are less energy-intensive;
- Legislate that packaging be compostable or re-usable (see Good Natured Products Inc);
- Develop regulations to decrease packaging waste/ban single-use items;
- Establish a strategy to manage ‘bioplastics’.

GOAL 3:

Support communities via education and opportunities to grow more, compost more, and promote circular economies

- Support more education programmes around composting, recycling and reusing;
- Create programmes for students to connect with farmers;
- Encourage institutions, workplaces and businesses to promote multi-use products and/or compostable items;
- Devote sufficient funding so that local circular businesses can thrive;
- Encourage more food growing areas in urban spaces.

*There
is great
potential
for impact.*

According to a 2009 US EPA study, 50% of total Green House Gas emissions are from the provision of food and goods (products and packaging). These emissions are accrued at each step of the item's value chain from material extraction, production, transportation, consumption and disposal. By systemically addressing how we manage materials by reducing extraction of raw materials, re-localizing supply chains, designing materials for re-use, repair and recycle, and reducing waste, large reductions in GHG emissions across sectors can be achieved – by some estimates, up to 2/3rds of the emissions in the provision of food and goods.



Theme 4: Green and Resilient Infrastructure

Infrastructure is the basic physical and organizational structures and facilities (e.g. buildings, roads, power supplies) needed for the operation of a society or enterprise; infrastructure resilience is the ability to reduce the magnitude and/or duration of disruptive events. The effectiveness of a resilient infrastructure or enterprise depends upon its ability to anticipate, absorb, adapt to, and/or rapidly recover from a shock.

Green infrastructure incorporates both the natural environment and engineered systems to provide clean water, conserve ecosystem values and functions and provide a wide array of benefits to people's health and wellbeing. Green infrastructure solutions can be applied at the scale of a building through to the broad landscape.

GOAL 1:

To preserve, protect, fund and restore 80% of essential natural assets and carbon sinks by 2030 (e.g. wetlands, salt marshes, old-growth, kelp forests)

- By 2022, all old-growth forests and sensitive ecosystems are protected and their health is continuously monitored;
- Expand co-management of natural areas with local First Nations;
- Develop conservation and restoration of native ecosystems (e.g. Garry Oak meadows, wetlands, forests);
- Develop regional care of marine ecosystems for local seafood;
- Monitor populations of key species;
- Host invasive species removal and native plant propagation in collaboration with First Nations.



GOAL 2:

By 2030, ecosystem-based management underpins all land use in VICC to maintain and restore healthy aquatic and terrestrial ecosystems and to optimize the rebuilding of carbon stores

- Expand the protection and restoration of natural areas and ecological features;
- Develop water sustainability plans for all watersheds;
- Ensure local communities and First Nations are part of forest management decision making;
- Design and manage ecological connectivity on the local and regional scale.

GOAL 3:

By 2030, all infrastructure is climate-ready

- Ensure BC is net-zero by 2035!
- Develop adaptation mechanisms such as sea walls and rain gardens;
- Ensure resilient water management;
- In coordination with the goals set out for active transport, ensure an increase in safe bike lanes.

We need new ways of working to support infrastructure resilience.

We need flexible and scalable projects. We need to support and celebrate the leaders and champions and to develop community education and consultation. We need better resources and information sharing. We need to collaborate with industry, trades, communities, volunteer groups (e.g. streamkeepers), First Nations, labour unions and youth.

Green infrastructure is a cost-effective, resilient approach to reducing flood risk and the impacts of heat and drought while providing many community benefits such as carbon storage, clean drinking water, fish and wildlife, and spaces to recreate.

Meeting these goals will take strong advocacy to communicate and coordinate across jurisdictions and First Nations.

Theme 5: Buildings: Getting to Net-Zero through Retrofits and New Builds

Resilient and zero-emissions buildings can help achieve climate goals, reduce home-heating costs, and enable new skills-building for construction workers. Both emissions reductions and adaptation to changing climate conditions need to be accounted for when planning new builds and upgrading existing infrastructure. This is critical for mitigation.

GOAL 1:

By 2030, all new buildings are powered by 100% renewable energy, will be net-zero and resilient to the localized impacts of climate change

- Phase out fossil fuel extraction by 2027 and subsequently ban oil heating;
- Work with communities to develop official retrofit programs plans;
- Promote lifecycle costing so that more sustainable building options are assessed based on the cost throughout the entire life of the infrastructure;
- Encourage the building of smaller houses and apartments;
- Ensure that no one is unhoused by 2025 and embed social justice in all new building developments.

GOAL 2:

By 2030, all existing buildings are retrofitted

- Ensure all existing buildings are powered by renewable sources;
- Ensure there is sufficient funding and support for retrofits and that building owners are aware of who can do the work in their communities;
- Establish more heat-pump rebates;
- Encourage the re-use of building materials wherever possible and ensure greater transparency in what happens in building waste;
- Prevent demolishing buildings and start re-using them as much as possible.

GOAL 3:

By 2025 (at the latest), we have the capacity across the island to support net-zero and resilient buildings.

- Establish a legislative authority (i.e. in LGA) so that local governments can regulate fuel usage in new buildings and promote fuel switching in existing buildings;
- Have local governments 'lead by example';
- Create partnerships between communities to get to net-zero together and share good practices;
- Raise awareness in the community of what types of community energy programs are available, types of funding, contractors in the area, etc.;
- Adopt a low-interest renewable energy and retrofit program.

Switching to low-carbon technologies and increasing the energy efficiency of buildings can move us forward to a future where buildings produce no emissions at all.

Regulatory changes, advocacy initiatives, and financing tools can help communities save money on heating, create new 'green' jobs, and be prepared to resist upcoming climate-related natural hazards.



Theme 6: Decarbonised Transport

Transportation is one of the biggest contributors to greenhouse gas emissions in the region. In line with the provincial CleanBC strategy, the region needs to move to a zero-emission vehicle future with widely available charging infrastructure. We also need to connect all communities via transit, railway, and biking to allow for decreased reliance on driving and complete streets development of communities across the region.

GOAL 1:

By 2030, everyone has access to free public transportation within and between communities

- Establish sustainable transport options: e.g. island corridor from Victoria to Courtney;
- Shift away from Victoria Regional Transit Commission model toward CRD-based transit governance with lots of voting seats for riders/stakeholders (e.g. First Nations, students, seniors, people with disabilities);
- Ensure user groups always have a say in their transport systems.

GOAL 2:

By 2025, all public transport is electric and there is at least one bike parking space for every car parking space in BC

- Electrify all public transport;
- Ensure that everyone can access free public transport: i.e. free bus, free train, with no age restrictions;
- Develop more EV infrastructure;
- Develop regulations/bylaws for new developments requiring the installation of EV charging stations;
- Develop and promote the use of bikes, bikeable cities and bikeable rural areas.

GOAL 3:

By 2025, there is an island-wide transportation plan

- Ensure that there are viable, affordable options connecting communities via (bike share, car share, bus, rail);
- Implement this system using passes, such as the Marmot card.

Electrifying vehicles and connecting communities via zero-emission transportation modes will lead to substantial environmental and socio-economic benefits.

To accelerate the transition, the region needs to have an integrated regional transportation plan. The plan will enable conversations with the provincial government to seek funding for EV charging infrastructure in all types of buildings, implementing new infrastructure to connect communities by rail and biking, and developing communities in a transit-oriented manner.



Theme 7: Active Transportation

Active transportation is central to health and wellbeing. Active transportation is any human-powered transportation like walking and cycling; it can be combined with other modes like transit. Investing in infrastructure to support active transportation protects the safety and wellbeing of friends and family and creates liveable spaces. Increasing active transportation can reduce trips made by vehicles and help us to meet our climate goals. Presently around 80% of GHG emissions in the province are from energy, of which half are from transportation.

GOAL 1:

By 2030, everyone has access to safe active transportation options

- Roll out a new 'bikes for everyone' programme which accommodates everyone's need: i.e. has a strong equity focus;
- Ensure that transport networks are connected rural-urban and between communities.

GOAL 2:

By 2030, build out more multi-use paths and bike lanes that build interconnectivity within the existing network across the island

- Ensure all major commercial and institutional centres have secure bike parking by 2025;
- Establish more bicycle hub repair centres;
- Implement lower speed limits for electrified transport;
- Promote separate bike and walking lanes and always ensure that transport is safe;
- Offer bike safety courses for all ages.

GOAL 3:

By 2030, plan active transportation and electric transit networks across the region, rather than by municipality

- Ensure that a coordinated, equitable approach is taken across all active transport planning.



We have the vision and the will. We know what to do. We need the capacity and agency to pull it off!

Upper level governments, in particular the Provincial government, set the incentives for investment in active transportation. This includes regulatory and implementation guidance that is often out of date or contradictory when it comes to active transportation. Too often incentives are set against active transportation. We need solutions that work for communities of all sizes—rural and urban.



VICC - Climate Leadership Plan Budget	Cash	In-kind		Total
Steering Committee Meetings		400	\$12,000	\$12,000
Phase 1 - Research and Data Collection	\$10,000	40	\$4,000	\$14,000
Phase 2 - Engagement	\$11,952	40	\$4,000	\$15,952
Local Government Resilience Forum	\$3,000	300	\$9,000	\$12,000
Youth Climate Forum	\$3,000	167	\$5,010	\$8,010
First Nations Survey and Engagement	\$46,000	30	\$900	\$46,900
Total Phase 2	73,952	537	\$34,910	\$108,862.00
Phase 3 - Synthesis/Analysis 8-10 Theme Areas				
Action Plan Forum (First Nations, Local Governments and Parnter/Stakeholders)	\$10,000	300	\$9,000	\$19,000
Plan Preparation	\$5,000	30	\$900	\$5,900
Project Management	\$30,000	50	\$1,500	\$31,500.00
Research & Planning	\$5,000	40	\$4,000	\$5,000.00
Engagment	\$15,000	30	\$900	\$15,000.00
Writing	\$25,000	40	\$4,000	\$25,000.00
Implementation	\$21,000	300	\$9,000	\$21,000.00
Travel/Accomodation	\$20,000			\$20,000.00
Meeting/ Engagment Rental Costs	\$5,000			\$5,000.00
Contingency (15%)	\$20,400			
Total Phase 3	\$136,000	790	\$29,300	\$165,300.00

<u>Total Request</u>	<u>\$156,400</u>			
Total Project	\$240,352	1767	\$80,210	\$320,562.00

*****In-kind time for University researchers valued at \$100/hour and other volunteers valued at \$30/hour.***

SCOPE OF WORK for CEA as VICC CLP SECRETARIAT

August 2022

Thank you for inviting Community Energy Association to be the secretariat for the Vancouver Island and Coastal Communities Climate Leadership Plan (VICC CLP). This scope of work is for coordinating the completion of the Plan by April 2023 and supporting the beginning stages of plan implementation. The intent is for the secretariat role to continue through multiple years of Plan implementation between 2023 and 2030.

Background

Community Energy Association is a non-profit organization with charitable status that has been supporting communities with energy planning and climate action for more than 25 years. CEA traces its roots to a 1995 MOU between UBCM and Province of BC establishing the Energy Aware Committee, which incorporated into the Community Energy Association in 2004. We are a recognized thought-leader and the only organization in BC dedicated exclusively to supporting communities with climate action research, planning, capacity building, and implementation.

Our team of more than 30 staff are distributed across BC and have existing and accelerating momentum engaging local governments, regional governments, Indigenous communities, and Modern Treaty Nations on climate action. We have specific expertise in advancing proven solutions that align with Clean BC targets and regional goals. Our networks of staff and elected officials offer a unique opportunity to move quickly to support collaborative implementation.

CEA supports communities through:

- **Research and Planning** – Energy and emissions inventories and modelling, action planning, and prioritization, online interactive [climate action planner](#) tool, and sectoral strategies such as retrofit strategies or e-mobility plans. Research and guides on best practices, emerging technologies, and other topics relevant to local governments and Indigenous communities. Recently CEA completed or is working on Climate Plans for Esquimalt, View Royal and Colwood.
- **Coaching, Networks, and Education** – CEA coordinates 4 staff [peer networks](#) on various topics and two newly formed regional sub-networks, [BC Climate Leaders](#) programming and networks for elected officials, including the BC Climate Leaders Playbook and the Climate Leaders Institute, and developed and delivers the Community energy management certificate through BCIT.
- **Implementation** – Coordination of multi-year and multi-partner [implementation projects](#), including cross-regional EV charging networks (including the [Mid-Island network](#)), design and delivery of retrofit concierge programs, including Retrofit Assist and the Kootenay Clean Energy Transition, organics diversion and processing projects, and collaborative industry capacity building on the Energy Step Code and retrofits.

Role of Secretariat

The VICC CLP secretariat will be a dynamic role that responds to the guidance of the Steering Committee, while adding expertise, leadership, coordination, and professional capacity to this successful and exciting initiative. As local governments enter an election period, it is critical for VICC CLP to have a home base that will continue to foster regional collaboration through the election and beyond. Specific duties of the secretariat during the period of plan completion may include, but are not limited to:

- **Convening** – CEA will coordinate meetings of the elected official steering committee as well as a staff working group to guide the final development of the Plan. The meetings will continue monthly with a break at election time. Meeting coordination will include agenda-setting in collaboration with co-chairs, preparing meeting notes, and creating a short (one to two page) report out after each meeting for Steering Committee members to share with their regional district boards. CEA will create a member's only webpage which will grow over time to include best practices, case studies, policy templates and other materials relevant to VICC CLP members, and will post meeting notes and other resources.

Note: CEA is already supported financially for a VICC staff network via an existing agreement with BC Hydro (valued at \$20,000) and has partial funding for regional coordination of elected officials with support from BC Hydro, Real Estate Foundation, and Vancity Credit Union until the end of March 2023 (valued at approximately \$5,000).

- **Member Support and Orientation** – Following the election, CEA will work with the returning elected officials on the steering committee to confirm the members of the steering committee and support recruitment of new members as needed. The scope of this work will depend on the number of returning VICC-CLP steering committee members and on whether the co-chairs are re-elected. CEA will also conduct outreach to local government staff and convene the region-wide staff working group so that staff are aware of the project and can get involved.
- **Resource Management and Collaboration** – As noted above, CEA will create a members-only webpage for a resource library and links, on the same page where we will post meeting agendas and notes. If desired, CEA will set up and manage an on-line discussion forum, possibly using Earth.net or another messaging platform such as Slack, depending on member preference.
- **Procurement and Contract Management** – CEA can manage procurement for contractors, including through requests for proposals or sole-sourcing.
- **Fundraising and Fiscal Management** – CEA will support the Steering Committee with funding requests with regional districts and municipalities, make connections with key contacts at the staff level, and receive and disperse funds from regional districts and local governments on behalf of the VICC CLP Steering Committee. CEA will also seek funding support from other sponsors including during the plan implementation phase. As a non-profit organization with charitable status, CEA can access grants from foundations and has strong relationships with various funders.
- **Implementation Coordination and Project Management** – Plan implementation is the ultimate goal. Subject to a Steering Committee decision once the plan is adopted by the Association of Vancouver Island and Coastal Communities in April 2023, CEA will support successful, accelerated, and collaborative climate action implementation across the region. Implementation coordination can include:

- Identifying priority actions for individual local and regional governments and First Nations and convening sub-groups for collaborative implementation
- Providing expert guidance and support such as policy review, template development, and linkages to subject-matter experts
- Coordinating shared industry, public and stakeholder engagement, including through the creation of template outreach materials, social media and web content
- Fiscal management and procurement as outlined above

CEA will compile annual implementation progress reports utilizing our upcoming Climate Action Dashboard as well as reflections from the elected and staff working groups.

Climate Leadership Plan Completion

We understand that Alderhill has been contracted to conduct engagement with First Nations and then create an engagement summary from the First Nations engagement. CEA is well positioned to support Alderhill with Plan completion should that be desired by the Steering Committee. There are various options for the scope of the Plan, from a light-touch that would involve compiling and summarizing the engagement results and updating the Goals document through to a full plan with inventories, modelling, and action prioritization. CEA can draft a separate scope for assisting with the completion of the Plan if desired by the Steering Committee and we look forward to collaborating with Alderhill and the UVic team of researchers.

Secretariat Fees

CEA brings existing funding resources to support most of the convening duties. The role of the secretariat can be scaled up and down as the project requires and will increase during the implementation phase. In year one it is estimated that the costs will be approximately \$50,000. CEA has \$25,000 in existing funding to put towards this work. CEA would be responsible for working with the steering committee to fund plan implementation and help to secure match funding to support the work as it scales.

Thank you!

Thank you for the opportunity to support the Vancouver Island and Coastal Communities Climate Leadership Plan, from plan completion through to multi-year implementation to 2030. We congratulate the Steering Committee on the successful collaboration to date, including with the UVic team, high local government participation, the youth summit, and engaging Alderhill for First Nations engagement. We look forward to working with you to accelerate collaborative and impactful implementation in the years ahead during this decade of climate action.

Sincerely,



Maya Chorobik
Director of Climate Leadership
Community Energy Association
mchorobik@communityenergy.bc.ca



September 1, 2022

Dear Regional District Board Chair,

I write in support of the Vancouver Island and Coastal Communities Climate Leadership Plan (VICC-CLP) on behalf of a team of researchers from the University of Victoria. We have been involved with VICC-CLP since its outset, participating in Steering Committee meetings and conducting research in support of the process. Our involvement was sparked and has been sustained by how innovative and important we feel the planning process is, and the potential we believe it has to galvanize collaborative climate action at a time when we so desperately need it. The project itself also offers an excellent example of and model for community-university collaboration towards solving pressing contemporary challenges.

We were initially drawn to VICC-CLP to explore its potential to help address the fundamental unevenness in capacity to develop and implement effective climate action across diverse and varied communities, including especially Indigenous and rural communities. There is evidence of the effectiveness of regional-scale climate planning in European contexts, but it is not an approach that has been attempted in Canada: the VICC-CLP offered the potential to explore whether and how such an approach might support or even catalyze climate action in our region.

Developing a shared vision for climate action at a regional scale has the potential not only to facilitate the sharing of resources and to help build capacity for communities to respond to the climate crisis, but also to empower the differentiated contributions each can make to building a resilient and climate-friendly region. Engaging seriously at a regional scale reveals the limitations of “one size fits all” solutions in relation to communities with different histories, economic and social structures, and geographical characteristics, and opens conversation about how these differences can enable supportive relationships that facilitate resilience across the region more widely.

An awareness of this potential, but also of the uniqueness of this region and planning context, led us to offer our support and research capacity to the VICC-CLP. Our contributions began with a territorial analysis of the region, highlighting both distinctiveness and points of commonality in the social, political, ecological and economic realities faced by communities in the region. This was followed by a survey of local governments to better understand current climate mitigation and adaptation goals and priorities, as well as barriers to more effective climate action. Throughout this research, we were able to engage students deeply into the research process, allowing them to build skills and understanding of the preconditions for and dynamics of climate action.

Following this, we engaged a wider range of students to help design, facilitate and participate in both the Resilience Summit and Youth Summits, again offering vital experience to our students while at the same time embedding their voices and contributions into the process. In this way, participation in the VICC-CLP process has helped build the skills and capacities of young people who will be grappling with these challenges for the duration of their working lives. It has also engaged them in collective action with others, helping to counteract feelings of hopelessness and despair that so many youth—and others—struggle within these times.

We are now at a crucial point in this process: many people from across the region have invested their time and energy to explore potentials for climate action as well as to articulate their hopes and priorities; it is now essential that we continue the important work by integrating these conversations and offering back to their communities a coherent framework for collaboration.

Precisely because this framework will be somewhat unconventional—cutting across jurisdictions and scales of governance, as well as connecting diverse communities through shared values, priorities and commitments—it has unique potential to catalyze adaptation and mitigation efforts. It will offer opportunities for citizen and government involvement through pathways that are currently underutilized but that have tremendous potential for mobilizing co-benefits, while also highlighting the distinctive contributions communities are making and that can be enhanced. It will be built on and seek to support existing efforts, using their momentum to draw in a wider range of actors and offer solutions to those who currently lack the capacity to build these from the ground up.

Through our own research, our experiences with our students and in the Summits and ongoing engagement, it is clear that this process has already had important impacts: it has engaged new people into conversations about climate action, has built understanding within and across the region, has responded to and enhanced a broad and deep desire for more ambitious climate action, and has brought new opportunities and priorities for mitigation and adaptation to light. Perhaps most importantly, it has connected people from different parts of the region into shared conversations, building understanding across difference and responding to a broad and deep desire for more ambitious and more effective climate action. However, the real benefits will emerge when we are able to return to those who have engaged, and to communities more broadly, and offer them a vision and plan that helps them to see how their own communities can make meaningful and distinctive contributions to mitigation and adaptation.

We intend to continue our involvement with this process, and strongly urge you to offer the support needed to deliver on its potential. Please do not hesitate to be in touch if we can be of any further assistance.

With best wishes,



Dr. Kara Shaw, Associate Professor, School of Environmental Studies
shawk@uvic.ca

On behalf of the UVic team:

Dr. Astrid Brousselle, Professor and Director, School of Public Administration
Dr. Tamara Krawchenko, Assistant Professor, School of Public Administration
Dr. Katya Rhodes, Assistant Professor, School of Public Administration
Dr. Tara Ney, Associate Professor, School of Public Administration
+ numerous graduate and undergraduate students



NEWS RELEASE

For Immediate Release
2022ENV0028-000761
May 16, 2022

Ministry of Environment and Climate Change Strategy

B.C. launches new program to accelerate local climate action

NORTH VANCOUVER – Stronger collaboration, planning and action to reduce climate pollution and build protection for local communities will result from the new CleanBC Local Government Climate Action Program.

The program will provide predictable, stable funding for municipalities, regional districts and Modern Treaty Nations to accelerate local climate projects and build a better future for people in their communities.

“We’re working with local leaders to address the climate crisis and create new opportunities for people in the clean economy with more funding support,” said George Heyman, Minister of Environment and Climate Change Strategy. “Local communities have been leaders in the fight against climate change, and this new program will accelerate their actions to cut pollution and build more resilient communities for everyone. We’ve listened to local leaders and designed a program that responds to their community priorities with funding they can count on each year.”

Through Budget 2022, the Province provided \$76 million over three years for the Local Government Climate Action Program. Funds will be distributed to eligible governments based on each community’s population and a base amount. Participating governments will be required to show funds have been invested in projects that support the objectives of the CleanBC Roadmap to 2030 or the Climate Preparedness and Adaptation Strategy.

“Our local government partners are facing the impacts of climate change head on,” said Nathan Cullen, Minister of Municipal Affairs. “They are also on the leading edge of climate action, building resilient communities and are preparing for the future. This new program will help communities of all sizes build a cleaner, better future for people across B.C.”

The Local Government Climate Action Program was designed considering input from local governments, the Union of B.C. Municipalities (UBCM), Modern Treaty Nations and the independent Climate Solutions Council.

“Local governments have led the way on climate action and this new provincial program will help municipalities further strengthen their work building cleaner, more resilient communities,” said Laurey-Anne Roodenburg, president of UBCM and councillor for the City of Quesnel. “By working together with the Province, we’ve helped make sure local government priorities are reflected in the design of this new program.”

To be eligible, participating governments are required to sign on to the B.C. Climate Action Charter, complete a number of reporting requirements and demonstrate matching funding or in-kind contributions for local climate initiatives equal to 20% of their provincial allocation.

The CleanBC Roadmap is the Province's plan to expand and accelerate climate action by building on the province's natural advantages – abundant and clean electricity, innovative technology and highly skilled workforce. It sets a path for increased collaboration to build a British Columbia that works for everyone.

Learn More:

To learn more about the Local Government Climate Action Program, visit: www.gov.bc.ca/local-government-climate-action-program

To read the CleanBC Roadmap to 2030, visit: www.cleanbc.ca

A backgrounder follows.

Contact:

Ministry of Environment and Climate Change
Strategy
Media Relations
250 953-3834

Connect with the Province of B.C. at: news.gov.bc.ca/connect

BACKGROUND

For Immediate Release

Ministry of Environment and Climate Change Strategy

2022ENV0028-000761

May 16, 2022

What people are saying about the Local Government Climate Action Program

Linda Buchanan, mayor, City of North Vancouver –

“The effects of climate change are increasingly clear as we experience more extreme weather events. These challenges require all levels of government to redouble their efforts in building a low-carbon and sustainable future. The Local Government Climate Action Program will support communities of all sizes as they invest in green infrastructure that will reduce greenhouse gas emissions, while also improving social and economic outcomes for people. I thank the Province for this investment as it will provide local governments the means to create better communities for generations to come.”

Arjun Singh, councillor, City of Kamloops; member of Climate Solutions Council –

“This new climate program will be an important resource for the City of Kamloops to help implement our climate action plan to move away from fossil fuels toward a cleaner future with better infrastructure and amenities for everyone in our community. I’m pleased to see the Province listened to local governments and my fellow members on the independent Climate Solutions Council in designing the program so communities big and small benefit.”

Toni Boot, mayor, District of Summerland; member of Climate Solutions Council –

“The District of Summerland is very pleased with the new Local Government Climate Action Program and the \$76 million in funding over three years in Budget 2022. Summerland employs a full-time climate-action staff person and annually allocates monies for climate initiatives. In September 2021, we received the Community Energy Association’s Climate and Energy Action Award in the Corporate Operations category. The award recognizes the district’s leadership in moving from planning to implementation in the climate-action space. It’s through our previous collaborations with the Province and this new program that this work is made possible.”

Lisa Helps, Mayor, City of Victoria –

“Local governments are key partners in the Province delivering on the ambitious objectives of CleanBC. This funding will assist local governments to continue to take bold climate action. It will also enable collaboration among local governments like the work we have been doing through the Vancouver Island and Coastal Communities Climate Leadership Plan steering committee, allowing large and small, rural and urban local governments to work together and to work with First Nations. This funding will help advance that work.”

Leonard Krog, mayor, City of Nanaimo –

“The new Local Government Climate Action Program is a welcome addition to help

municipalities like Nanaimo build on the climate actions we've taken so far to improve our community infrastructure, drive down emissions and create new opportunities for people in the clean economy. The new program will provide a stable source of funding to support future planning and action as we work to meet our emissions targets and prepare for future climate impacts."

Brian Frenkel, councillor, District of Vanderhoof –

"The Local Government Climate Action Program funding will build capacity in small and rural local governments throughout B.C., to help showcase innovative new technologies, and support community-based climate action leadership. The new fund will provide important funding to secure stronger action and collaboration across governments to help rural communities reduce emissions and respond to their own local climate impacts."

Lori Ackerman, mayor, Fort St. John –

"If there is a community that understands energy from creation to consumption, it's ours. Fort St. John is a leader in reducing emissions and responding to climate impacts in our community where a real impact can be achieved. Over the past several years, we have initiated innovative projects that create energy, reduce emissions and leave a lighter footprint. The Local Government Climate Action Program will enable us to continue to invest in projects and showcase real action on the ground, in the community where we live, work and play."

Linda Worley, chair, Regional District of Kootenay Boundary (RDK) –

"The RDKB is delighted that the Province is launching its new Local Government Climate Action Program and providing continued financial support for local governments to help reduce emissions and respond to climate impacts. The RDKB is committed to climate action and working with its communities to mitigate, adapt and prepare for climate change. We've taken a range of actions, from supporting electric vehicle infrastructure to implementing a region-wide organics-diversion strategy that included rural residents. These projects allowed the RDKB to successfully reduce greenhouse gas emissions by 45% when compared to 2012 emissions."

Dale Littlejohn, executive director, Community Energy Association –

"Congratulations to the Government of B.C. for what might be the most strategic support for local climate action in more than a decade. Local governments influence about half the emissions in B.C., and this support comes at a critical time, as many communities work to cut those emissions in half this decade. The speed and scale of these reductions and regional nature of many solutions necessitates cross-community collaboration, particularly for capacity-constrained small communities. This program can provide the spark for large-scale and collaborative actions in every corner of the province in partnership with the Province."

Contact:

Ministry of Environment and Climate Change
Strategy
Media Relations
250 953-3834

Connect with the Province of B.C. at: news.gov.bc.ca/connect

**REPORT TO ENVIRONMENTAL SERVICES COMMITTEE
MEETING OF WEDNESDAY, SEPTEMBER 28, 2022**

SUBJECT **Award of Contract ERM2022-006 – Curbside Collection of Packaging and Printed Paper**

ISSUE SUMMARY

To seek direction with respect to awarding a new six-year contract for the provision of residential curbside blue box recycling service beginning January 1, 2024 and ending December 31, 2029.

BACKGROUND

At its meeting of June 8, 2022, the Capital Regional District (CRD) Board passed a motion directing staff to issue a Request for Proposals (RFP) for a six-year contract for Board approval to provide residential curbside blue box collection from January 1, 2024 to December 31, 2029, with language to incent the provision of low or zero emission vehicles. Staff issued an RFP in July 2022 (see Appendix A) that closed September 12, 2022, with two submissions being received: one from Halton Recycling Limited doing business as Emterra Environmental (the incumbent contractor) and the other from GFL Environmental Incorporated (GFL).

Both proposals have been reviewed by an evaluation team and staff recommend that the work be awarded to GFL. This is in recognition of the fact that, to provide curbside collection using the current collection configuration, GFL is:

- offering a lower annual service fee compared to Emterra
- proposing to use 25 collection trucks as compared to 16 proposed by Emterra
- proposing to use 23 trucks fuelled by compressed natural gas and two all-electric powered trucks

The 25 collection trucks proposed by GFL is an appropriate-sized fleet to reliably service the region, including future growth. GFL's proposal meets the requirements of the RFP, and is free from errors. Awarding the contract now will provide sufficient time for collection vehicles to be ordered, manufactured and delivered in time to begin service in January 2024.

ALTERNATIVES

Alternative 1

The Environmental Services Committee recommends to the Capital Regional District Board:

1. That staff be directed to enter into a six-year contract with GFL Environmental Incorporated to provide residential curbside blue box collection from January 1, 2024 to December 31, 2029; and,
2. That the Chief Administrative Officer be authorized to execute the contract and do all things incidental to finalizing the agreement.

Alternative 2

That staff be directed to enter into a six-year contract with Emterra Environmental to provide residential curbside blue box collection, from January 1, 2024 to December 31, 2029.

IMPLICATIONS

Environmental & Climate Implications

The proposed use of compressed natural gas and electric powered vehicles by GFL under Alternative 1 aligns with the Board's desire to utilize low or zero emission vehicles. Moreover, the proposed use of two all-electric trucks will help to confirm their viability and result in their broader use.

The collection fleet proposed by Emterra Environmental under Alternative 2 would be fuelled by compressed natural gas, with lower emissions when compared to a standard diesel powered fleet.

Financial Implications

The annual cost for the provision of blue box service under Alternative 1 is \$8.3 million in 2024, approximately 47% higher than the per unit rates secured in 2017, and Alternative 2 is similarly priced. Service expectations and inflationary pressures have resulted in significant cost increases in fuel, labour and collection trucks that are the primary cost elements of this service. This will increase program costs by approximately \$2.7 million annually beginning in 2024, and any portion not covered by Recycle BC funding will be funded by CRD Environmental Resource Management's budget.

As the BC Recycling Regulation requires that stewards pay the full cost of their recycling programs, it is expected that the increased costs will be recovered from payments received by Recycle BC. Recycle BC will be conducting a review of its collection compensation rates, with CRD staff participation, and will be reviewing the results of this RFP as part of that process. However, as the review may not be complete by the start of the new collection contract, it is probable that, in 2024, the CRD will have to bear the difference in the new contract cost and the compensation paid by Recycle BC, which could total up to \$2.6 million. Despite this fact, Recycle BC has previously demonstrated good faith in increasing rates and has stated its intention to further adjust rates in accordance with service delivery costs.

The rate offered by GFL under Alternative 1 is subject to an annual Consumer Price Index (CPI) adjustment. This CPI adjustment would be calculated using the same formula used by Recycle BC for its contracts where it provides collection service directly in communities where local government is not involved in collection. GFL is prepared to forego any increases in compensation that would result from increases in payment rates paid by Recycle BC to the CRD, in favour of the CPI adjustment. Understanding that Recycle BC will be using an approach that is similar to the CPI calculation to determine payment increases to the CRD, staff have determined that the CPI adjustment calculation that the CRD would be obligated to provide GFL would be comparable to the payment adjustments that Recycle BC will be providing to the CRD.

The RFP solicited other collection options, including the use of wheeled totes, but the proposals received for such service were significantly more expensive than the current collection configuration.

Service Delivery Implications

As a result of recent service delivery challenges, the new curbside collection contract has been modified and contains clauses that allow the CRD to levy significant monetary penalties for non-performance, to have the right to correct deficiencies, as well as requiring a business continuity plan to ensure that services continue under extraordinary circumstances, such as a pandemic.

The CRD's current curbside collection contract is based on 18 collection trucks. Vehicle reliability and driver availability, along with other pandemic related factors, have substantially impacted curbside collection service levels under the current contract.

Alternative 1 proposes 25 collection trucks, 50% more than the current contract. Alternative 2 proposes 16 trucks, 10% less than the current contract.

It is anticipated that the increase collection capacity under Alternative 1, along with the changes to the collection contract, will result in substantial improvements in curbside service delivery.

CONCLUSION

In June 2022, the Capital Regional District (CRD) Board passed a motion directing staff to issue a Request for Proposals (RFP) for a six-year contract that included language to incent the provision of low or zero emission vehicles to provide residential curbside blue box collection, from January 1, 2024 to December 31, 2029. The RFP was issued in July 2022 and closed in September, with two proposals being received—one from Emterra Environmental and one from GFL Environmental Incorporated (GFL). Having reviewed the two proposals, staff recommend that the CRD enter into a contract with GFL Environmental to provide residential curbside blue box collection beginning January 1, 2024. The collection fleet being proposed by GFL would include 23 trucks powered by compressed natural gas and two all-electric collection trucks.

RECOMMENDATION

The Environmental Services Committee recommends to the Capital Regional District Board:

1. That staff be directed to enter into a six-year contract with GFL Environmental Incorporated to provide residential curbside blue box collection from January 1, 2024 to December 31, 2029; and,
2. That the Chief Administrative Officer be authorized to execute the contract and do all things incidental to finalizing the agreement.

Submitted by:	Russ Smith, Senior Manager, Environmental Resource Management
Concurrence:	Larisa Hutcheson, P. Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

Attachment: Appendix A – Capital Regional District Curbside Collection – Request for Proposals

ProposalRequest



**PARKS & ENVIRONMENTAL SERVICES DEPARTMENT
ENVIRONMENTAL RESOURCE MANAGEMENT DIVISION**

Request for Proposal

RFP No. ERM2022-006

**Curbside Collection of Packaging and Printed
Products**

July 2022

CAPITAL REGIONAL DISTRICT

Request for Proposal

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PART 2 – FORM OF PROPOSAL

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PART 1

INSTRUCTIONS TO PROPONENTS

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS
RFP NO. ERM2022-006

PART 1 - INSTRUCTIONS TO PROPONENTS

1. General Information

1.1. Definitions

As set out in Part 3 – Statement of Work and Part 5 – Contract Services Agreement, in addition to the following:

“Capital Region” means, but is not limited to, the Geographical Collection Area.

“Closing Time” has the meaning set out in Section 1.4;

“Collection Services” has the meaning set out in Part 3 – Statement of Work, of the RFP;

“CRD” or **“Owner”** means Capital Regional District or Owner;

“Geographical Collection Area” or **“Geographical Area”** or **“Collection Area”** or **“Service Area”** means the Saanich Peninsula, the Core Area, the West Shore, the District of Oak Bay and the First Nations lands within these areas, and as listed in Attachment 2.6, and illustrated in Attachment 3.3 of Part 3 – Statement of Work for Collection Services.

“Information Meeting” has the meaning set out in Section 1.8;

“Packaging and Printed Products” and **“PPP”** has meaning as set out in in Attachment 3.2 of Part 3 – Statement of Work for Collection Services.

“Preferred Proponent” means the Proponent selected by the CRD to enter into negotiations for a Contract;

“Proponent” means an entity that submits a Proposal;

“Proposal” means a proposal submitted in response to this RFP as set out in Section 1.6;

“Recycle BC” means the stewardship agency that is responsible for the management of residential packaging and printed products in BC.

“RFP” means this Request for Proposals, which includes: Part 1 – Instructions to Proponents; Part 2 – Form of Proposal; Part 3 – Statement of Work for Collection Services; Part 4 – Payment for Collection Services; and Part 5 – Contract Services Agreement.

“Services” means those services set out in Paragraph 1.3 and Part 3 – Statement of Work for Collection Services of this RFP.

1.2. Background

The CRD has provided residential blue box curbside recycling collection services to the residents of the capital region since 1989, and currently contracts with Recycle BC to provide residential curbside Packaging and Printed Products (PPP) collection services on its behalf. The collection work is contracted to private firms and Halton Recycling Limited dba Emterra Environmental is the current collection service provider and its contract expires on December 31, 2023.

The purpose of this RFP is to solicit proposals from interested firms for the provision of residential PPP curbside collection services in the capital region following the expiration of the

CRD's current contract with Emterra Environmental, for a term of six (6) years beginning January 1, 2024 and ending midnight on December 31, 2029.

1.3. Request for Proposals

The CRD requests detailed proposals from interested parties (the "Proponents") in accordance with these Proposal Documents (CRD, RFP No. ERM2022-006), as set out in Section 1.6.

The proposals will be evaluated for the selection of a Contractor with the intent of entering into a Contract Service Agreement (the "Contract") with one Proponent to provide residential curbside PPP collection services, and ancillary services, described in the RFP. These services include but are not limited to:

- Collection of PPP at curbside from residential customers including converted single-family dwellings (buildings) with secondary suites and buildings with up to four suites;
- Delivery of collected PPP to a Designated Post Collection Service Provider (processor);
- Accurate recording and reporting of collection system metrics;
- Provision of customer service; and
- Support for resident education services.

The Geographical Collection Area for which the services are to be provided and estimated curbside households to receive collection services, is listed in Attachment 2.6, Schedule 2.6.1 of Part 2 – Form of Proposal.

A Contract will not necessarily result from this Request for Proposal ("RFP").

1.4. Closing Time and Date for Submission of Proposals

The CRD will accept three (3) copies of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

Attention: Russ Smith
Senior Manager, Environmental Resource Management
Parks & Environmental Services Department

Address: Capital Regional District
625 Fisgard Street
Victoria, BC, V8W 2S6
Fax: 250-360-3270

On or before the following date and time (the “Closing Time”):

Time: 10:00 a.m. [PST]
Date: 9 September 2022

CRD reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

There will be no public opening of the Proposal. Only the names of Proponents that submitted a Proposal will be disclosed.

1.5. Not a Tender

This is a Request for Proposal and not a Tender call.

1.6. Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the CRD at the time Proponent receives a set of Proposal Documents.

Failure to return the attached Receipt Confirmation Form (Attachment 1.1 attached hereto) to the CRD Representative within five (5) days of receiving the Proposal Documents may result in no further communication regarding this RFP.

Please use and reference RFP No. ERM2022-006 on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Incomplete proposals may be rejected at the sole discretion of the CRD.

1.7. Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the “CRD Representative”). Information obtained from any person or source other than the CRD Representative may not be relied upon.

Name: Tom Watkins
Address: 625 Fisgard Street
Telephone: 250.360.3197
Fax: 250.360.3047
Email: twatkins@crd.bc.ca

Inquiries should be made no less than five (5) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than five (5) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP documents, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.8. Information Meeting

An information meeting will be hosted by the CRD Representative to discuss the CRD's requirements under this RFP as follows:

Date: Tuesday, 9 August 2022

Time: 11 am (PST)

Location: Microsoft Teams

1.9. Addenda

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge, address and include all addenda in a Proposal may render the Proposal invalid.

1.10. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to Proponent.

1.11. Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in Section 1.4 prior to Closing Time. An amendment must be signed by an authorized signatory of Proponent in the same manner as provided by Section 2.3, and be included with Proponent's Proposal Submission. Fax amendments are permitted, provided they are received by the CRD's fax machine prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the CRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRD fax number listed in Section 1.4.

1.12. CRD's Right to Modify Terms and Negotiate

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty, and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by Proponent.

1.13. Examination of RFP Documents and Collection Areas

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including Parts 1, 2, 3, 4 and 5 (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

1.14. Confirmation of Receipt Form

Included herein as Attachment 1.1.

2. Proposal Submission Form and Contents**2.1. Package**

Each Proposal must be submitted using a two-envelope process. One envelope must contain Proponent's Form of Proposal and Attachments 2.1 to 2.5 and be clearly marked "Technical Proposal." The other envelope must contain Attachment 2.6, Proponent's Schedule of Prices, and be clearly marked "Financial Proposal." Proposals must be in a sealed package and marked on the outside with Proponent's name, title of the Project and RFP number.

2.2. Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Part 2 - Form of Proposal, including Attachments 2.1 to 2.6.

2.2.1 Proposal Validation

Proponents are asked to specify in Attachment 2.1 of Part 2 – Form of Proposal with this RFP the period of time that their Proposal will be valid for.

2.2.2 Insurance

Proponents are asked to name on Attachment 2.2 of Part 2 – Form of Proposal, the Guarantor(s) the Proponent proposes to use to address the requirement of Section 12.1 of Part 5 – Contract Services Agreement.

2.2.3 Performance Security

Proponents are asked to list on Attachment 2.3 of Part 2 – Form of Proposal, the Guarantor(s) the Proponent proposes to use to address the requirement of Section 12.2 of Part 5 – Contract Services Agreement.

2.3. Signature

The Proposal should be signed by a person authorized to sign on behalf of Proponent and include the following:

- (a) If Proponent is a corporation, then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If Proponent is a partnership or joint venture, then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation, then such corporation should sign as indicated in subsection (a) above.
- (c) If Proponent is an individual, including sole proprietorship, the name of the individual should be included.

3. Evaluation and Selection

3.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others, including CRD staff members, third party consultants and references, as the Evaluation Team may, in its sole discretion, decide is required.

3.2. Evaluation Criteria

Proponent is required to submit details of its previous experience with the type of work proposed, and demonstrate its proven ability to carry out the Collection Services as specified in the RFP. No award will be made to any Proponent that cannot give satisfactory assurance as to its ability to carry out Collection Services, by reason of its financial resources and credit worthiness, and by reason of its previous experience as a Proponent on work of a similar nature to that contemplated in the Contract Services Agreement.

The evaluation process will consist of two parts: a Technical Evaluation and a Financial Evaluation. Proponents will submit two envelopes: the first envelope containing the technical criteria and the second envelope containing the financial criteria. Only Proposals that first pass the technical evaluation as outlined in Section 3.3(a) will be eligible to continue to the financial evaluation level.

The lowest cost Proposal will not necessarily be accepted. The CRD reserves the right in its absolute discretion to accept the Proposal that it deems most advantageous and favourable in the interests of the CRD. The CRD may, in its sole discretion, waive informalities in or reject any or all Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform (non-conforming) to these Instructions to Proponents may be disqualified or rejected. The CRD however may, at its sole discretion, reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

Evaluation Criteria

(a) Technical Criteria – The technical evaluation process will consider Proponent's experience, reputation, resources and method as applicable to the performance of the Collection Services. Proponents shall include:

- a brief description of Proponent's current business;
- the average number of persons Proponent expects to employ and maintain on the Work;
- the name of the superintendent/manager that Proponent proposes to place on the project **and** his/her previous experience on this type of operation;
- identification of key personnel who will be responsible for the Collection Services, together with a description of the responsibilities and current workload such personnel will have in the performance of the Collection Services and a description of the relevant experience of such personnel indicating whether the personnel are to be employed full-time or part-time;
- identification of subcontractors, if any, that Proponent intends to use for the performance of the Collection Services, a description of the portion of the Collection Services proposed to be subcontracted, and a description of the relevant experience of the subcontractor (any changes or additions to this list and the portion of the Work

to be subcontracted must be submitted to the Manager for approval before subcontracting the Collection Services);

- a summary of similar relevant contracts entered into by Proponent in which Proponent performed services comparable to the Collection Services, including contract value, duration and date of performance;
 - references for the contracts/projects identified above, including the owner's name, address and a contact person;
 - a brief narrative that illustrates Proponent's understanding of CRD's requirements for the performance of the Collection Services;
 - a description of the general approach and methodology that Proponent would utilize in performing and managing the Collection Services;
 - any suggested amendments to the Collection Services as described in Part 3 – Statement of Work (such as changes in the scope of Collection Services, or changes in allocated risks and responsibilities) that Proponent suggests would be of benefit to the CRD in terms of value for money, cost savings, environmental benefits or other benefits;
 - a description of the approach and steps that Proponent would take to continue and/or transition the current Collection Services so as to minimize any disruption in and complaints regarding the Collection Services;
 - a descriptive list of Proponent's vehicles to be made available for the performance of the Collection Services, including ages (if not new), fuel types, fuel efficiency ratings, ergonomics and maintenance schedule (please note, it is a requirement of the Contract Services Agreement that vehicles be 2018 models or newer);
 - an outline of the proposed scheduling and routing that Proponent would use to carry out the Collection Services;
 - a brief outline of how Proponent would propose to purchase, assemble and distribute Totes to residences within the Collection Areas, both at the commencement of the Work, and for new customers if and when they were to become part of the Collection Services program;
 - a brief outline of how Proponent would propose to distribute replacement Blue Boxes and Reusable Bags, and for new customers if and when they require replacing;
 - a breakdown of Proponent's energy consumption tracking as per the suggested service options which would be used to estimate carbon emissions resulting from this Contract Services Agreement;
 - a description of any current or future planned measures that Proponent will endeavour to implement during the course of the contract to reduce fuel consumption, energy use and associated Greenhouse Gas emissions; and
 - a description of any other current or future planned positive environmental and social measures that Proponent will endeavour to implement during the course of the contract, which could include information on environmental initiatives, procurement policies, employee attraction/retention practices, community involvement and safety practices.
- (b) Financial Criteria – The financial evaluation criteria will be analysed for the best overall value to the CRD. Please provide:
- completed Schedule of Prices Option Sheets, including unit prices for any suggested amendments/alternatives to the scope of the Collection Services.

3.3. Evaluation Process

The evaluation process will consist of two parts; a technical evaluation and a financial proposal. Proponents will submit two clearly marked envelopes: Envelope No. containing the Technical Proposal as outlined in Part 2 – Form of Proposal, Attachments 2.1, 2.2, 2.3, 2.4, and 2.5 and Envelope No. 2 containing the Financial Criteria as outlined in Part 2 – Form of Proposal, Attachment 2.6. Only Proposals that pass the technical evaluation will be eligible to continue through to the financial evaluation level. There will be no public opening.

(a) Technical Evaluation (Pass/Fail)

- Proponents' envelopes marked 'Technical Proposal' will be opened first, before any Financial Proposals are opened, and evaluated out of a total technical score of 600 points against the evaluation grid outlined in Table 1 which follows.
- Each Technical Proposal will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.
- A firm's Technical Proposal shall be qualified only if it complies with all requirements contained in the RFP.
- Only Proposals with technical scores within 25% of the maximum total technical score of 600 will pass and will have Financial Proposal opened and evaluated. All other Financial Proposals will be returned unopened. The only exception is when the Proposal of the second highest scoring firm is more than 25% below the total technical score and still technically qualified. In such a case, the second ranked firm would have its Financial Proposal opened.

Table 1: Technical Evaluation Form

Evaluation Criteria	Points
The Firm	
• General experience	100
• Experience with similar projects	100
Total Firm	200
The Personnel	
Program Manager	
• Experience in similar projects	30
• Expertise in specified areas	20
• Qualifications of Program Manager	15
• Local knowledge	10
Program Team, including Subcontractors	
• Expertise in similar projects	30
• Expertise in specified areas	20
• Qualifications of team members	15
• Local knowledge	10
Total Personnel	150
The Method	
• General approach	20
• Proposed team organization	10
• Roles/responsibilities definition	10
• Proposed list of activities	50
• Work Plan – Methodology	60
• Environmental and Social Measures	60
• Quality of presentation	15
• Proposed level of effort	25
Total Method	250
Total Technical Score	600
Minimum Score Required to Pass	450

(b) Financial Evaluation

- Envelopes marked 'Financial Proposal' from Proponents who have passed the technical evaluation process will be opened next.
- The financial evaluation will be applied on a comparative basis, by comparing one Proponent's Financial Proposal to another Proponent's Financial Proposal under this RFP.

The evaluation process will be conducted solely at the discretion of the CRD, and the CRD may decide to utilize criteria in the review of Proposals other than those set forth above and, in particular, the price to carry out the Collection Services is not the only or primary criterion which will be utilized by the CRD. The CRD reserves the right to make inquiries regarding any or all Proponents.

The CRD reserves the right, at its discretion, to negotiate with any Proponent that the CRD believes has the most advantageous Proposal, or with any other Proponent or Proponents concurrently. In no event will the CRD be required to offer any modified terms to any other Proponent prior to entering into a contract with the successful Proponent or Proponents, and the CRD shall incur no liability to any other Proponent as a result of such negotiations or modifications.

In all cases, the CRD reserves the right to cancel the RFP and call for new Proposals.

3.4. Litigation/Default

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if Proponent, or any officer or director of Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to Proponent.

The CRD reserves the right to reject any Proposal of a Proponent that owes, or whose principals owe, monies to the CRD at the time of submitting its Proposal.

3.5. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.6. Interviews

The Evaluation Team may, at its sole discretion, invite some or all of Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.7. Multiple Preferred Proposals

The CRD reserves the right and discretion to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for a Contract to perform the Collection Services.

3.8. Negotiation of Contract and Award

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with a Preferred Proponent, or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of a Contract, and such discussions may include but are not limited to negotiating amendments to the scope of Collection Services and the Preferred Proponent's price(s).

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions

4.1. No CRD Obligation

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2. Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRD or its representatives and contractors relating to or arising from this RFP.

4.3. No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no Contract of any kind is formed under, or arises from, this RFP prior to the signing of a formal written Contract.

4.4. 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 CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

4.5. Solicitation of CRD Staff, Board Members, Contractors

Proponents and their agents shall not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in Section 1.7, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6. Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or licence pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of Proponent to obtain such approval, permit or licence prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7. Confidentiality

The RFP documents, or any portion thereof, and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

4.8. Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

4.9. Time

The timing for the submission and receipt of Proposals and any addenda (amendments) thereto shall be determined by reference to the CRD local area network time.

4.10. Acceptance of Terms

The submission of a Proposal constitutes the agreement of Proponent that all the terms and conditions of this RFP are accepted by Proponent and incorporated in its Proposal.

ATTACHMENT 1.1 – RECEIPT CONFIRMATION FORM

CAPITAL REGIONAL DISTRICT

REQUEST FOR PROPOSAL

Curbside Collection of Packaging and Printed Products

RFP No. ERM2022-006

Please complete this form and return it within five (5) working days from receipt to:

Allison Chambers
Parks & Environmental Services
Capital Regional District
625 Fisgard Street, Victoria, BC V8W 2S6

Tel: (250) 360.3084 Fax: (250) 360.3047
Email: achambers@crd.bc.ca

Failure to return this form may result in no further communication regarding this RFP.

COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

I have received a copy of the above-noted Request for Proposal, and (check one item):

- ☐ we will be submitting a proposal
☐ we will NOT be submitting a proposal

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2
FORM OF PROPOSAL

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSALS
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS

RFP No. ERM2022-006

PART 2 – FORM OF PROPOSAL

PROPOSAL FORM

ATTACHMENT 2.1 – Proposal Validation

ATTACHMENT 2.2 –Liability Insurance Guarantor

ATTACHMENT 2.3 –Performance Security Guarantor

ATTACHMENT 2.4 – Proponent's Resources and Experience

- 2.4.1 Description of Current Business and Understanding of CRD Requirements
- 2.4.2 Description of General Approach and Methodology
- 2.4.3 Organizational Chart
- 2.4.4 List of Supervisory Personnel
- 2.4.5 List of Previous Work of Similar Nature
- 2.4.6 List of Equipment
- 2.4.7 Schedule of Force Account Rates
- 2.4.8 Capital Assets Purchased by Proponent
- 2.4.9 List of Proposed Equipment Suppliers
- 2.4.10 List of Proposed Subcontractors
- 2.4.11 Estimated Annual Energy Consumption Data (2022)
- 2.4.12 List of Positive Environmental and Social Measures

ATTACHMENT 2.5 – Declarations

- 2.5.1 Declaration of Environmental Practices
- 2.5.2 Declaration of Social Practices

ATTACHMENT 2.6 – Schedule of Prices

- 2.6.1 Household Numbers
- 2.6.2 Collection Options
- Schedule 2.6.1 Collection and Delivery to the Designated Facility
- Schedule 2.6.2 Proponent's Alternative Proposal

**COMPLETE AND RETURN THIS ENTIRE PART 2 – FORM OF PROPOSAL
AS PART OF THE PROPOSAL PACKAGE FOR SUBMISSION**

In Envelope #1 – Technical Proposal includes: Proposal Form and Attachments 2.1, 2.2, 2.3, 2.4, 2.5

In Envelope #2 – Financial Proposal includes: Attachment 2.6, Schedules 2.6.1 and 2.6.2

PROPOSAL FORM

PROJECT TITLE: Curbside Collection of Packaging and Printed Products

REFERENCE NO: RFP No. ERM2022-006

LEGAL NAME OF PROPONENT: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

TO: Capital Regional District
625 Fisgard Street, Victoria BC, V8W 2S6

1.0 I/We, the undersigned duly authorized representative(s) of Proponent, having received and carefully reviewed the RFP and any addenda transmitted by email, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Collection Services, submit this Proposal in response to the RFP for the Collection Options indicated by a marking YES in the appropriate box below:

COLLECTION OPTIONS	CONFIGURATION		MARK “YES” BELOW IF SUBMITTING PROPOSAL
Three (3) Stream Collection Options	1	Collection of commingled containers in blue boxes Collection of fibres in reusable blue bags Collection of glass in separate container ¹	
	2	Collection of commingled containers in blue boxes Collection of fibres in blue boxes Collection of glass in separate container ¹	
	3	Collection of commingled containers in blue boxes Collection of fibres in wheeled totes Collection of glass in separate container ¹	
	4	Collection of commingled containers in wheeled totes ² Collection of fibres in wheeled totes ² Collection of glass in separate container ¹	
Two (2) Stream Collection Options	1	Combined collection of commingled containers and fibres wheeled totes Collection of glass in separate container ¹	

¹ Provided glass is placed out separately from the other recyclable materials residents may place it out in any equivalent acceptable container as per Part 3 of the RFP.

Notes:

In all options, the District of Oak Bay shall be provided collection using its existing service system of blue boxes, blue bags, glass containers and customer provided 140L wheeled totes. Collection shall be conducted on the same day on which residential refuse is provided by the municipality using an “add a day” collection schedule as specified in Part 3 – Statement of Work for Collection Services.

2.0 I/We confirm that I/we agree to all terms of the RFP.

3.0 I/We confirm that the following information is included with and forms a part of this Proposal:

- Proposal Security
- Undertaking of Performance Guarantee
- Undertaking of Liability Insurance
- Description of Current Business and Understanding of CRD Requirements
- Description of General Approach and Methodology
- Organizational Chart
- List of Supervisory Personnel
- List of Previous Contracts of Similar Nature
- List of Equipment
- List of Force Account Rates
- List of Capital Assets to be Purchased by Proponents
- List of Proposed Equipment Suppliers
- List of Proposed Subcontractors
- Energy Consumption Data
- List of Positive Environmental and Social Impacts
- Declaration of Environmental Practices
- Declaration of Social Practices
- Schedule of Prices

4.0 I/We confirm that this Proposal is accurate and true to best of my/our knowledge.

This Proposal is submitted this _____ day of _____, 2022.

I/We have the authority to bind Proponent to statements made in this RFP.

(Name of Proponent)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

ATTACHMENT 2.1 – PROPOSAL VALIDATION

The Proponent's Proposal is valid:

1. for _____ days from submission date; or
2. until _____.
day / month / year

Additional Information

ATTACHMENT 2.2 – LIABILITY INSURANCE GUARANTOR**LIST OF PROPOSED INSURANCE GUARANTORS**

Proponent shall provide the name and address of the insurance guarantor(s) that Proponent intends to use to address the requirements of Section 12.1 of Part 5 – Contract Services Agreement.

Any changes or additions to this list must be submitted in writing to the Manager for approval.

NAME	ADDRESS

ATTACHMENT 2.3 – PERFORMANCE SECURITY GUARANTOR**LIST OF PROPOSED FINANCIAL GUARANTORS**

Proponent shall provide the name and address of the financial guarantor(s) that Proponent intends to use to address the requirements of Section 12.2 of Part 5 – Contract Services Agreement.

Any changes or additions to this list must be submitted in writing to the Manager for approval.

NAME	ADDRESS

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE

2.4.1 DESCRIPTION OF CURRENT BUSINESS AND UNDERSTANDING OF CRD REQUIREMENTS

- Current Business
- Understanding of CRD Requirements

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.2 DESCRIPTION OF GENERAL APPROACH AND METHODOLOGY**

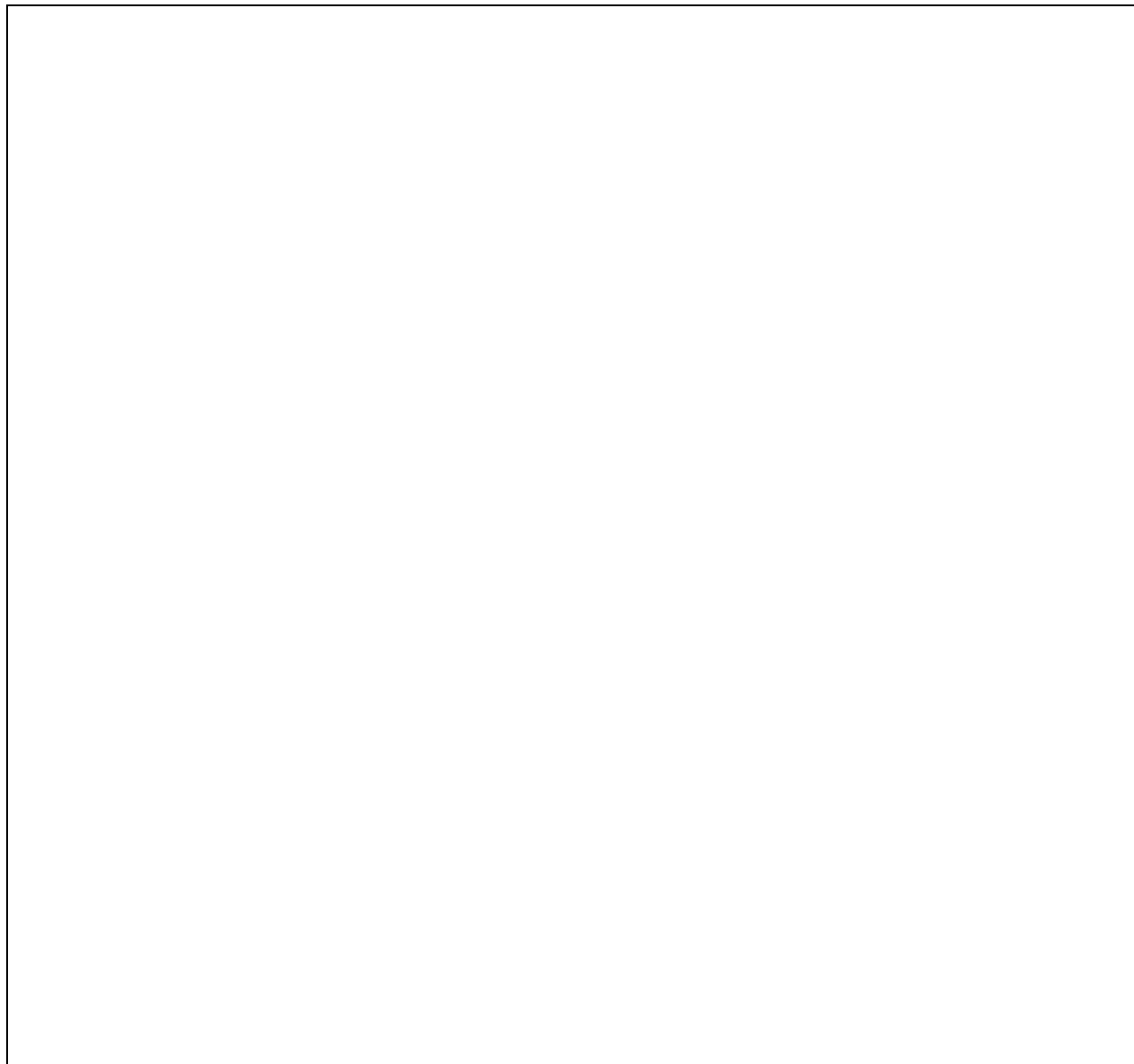
- General Proposed Approach and Methodology
- Outline of Proposed Scheduling and Routing
- Proposed Purchase, Assembly, Distribution and Replacement of Totes, if applicable
- Proposed Replacement of Blue Boxes and Blue Bags

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.3 ORGANIZATIONAL CHART**

The proposed organizational chart for the Collection Services is as follows, including:

- The average number of persons, including supervisors, a Safety Officer, person(s) to handle pick-up and enquiries line, drivers, etc., Proponent proposes to employ and maintain on the work.
- The manager that Proponent proposes to place on the project, together with previous experience on this type of work.

A large empty rectangular box with a thin black border, intended for the organizational chart. It occupies the majority of the page below the list of requirements.

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.4 LIST OF SUPERVISORY PERSONNEL**

Proponent proposes to carry out the Work covered by this RFP under the direction of the following supervisory personnel employed by Proponent. Proponent should indicate whether the supervisory personnel listed are to be employed full-time or part-time, and specify what recent experience they have had supervising work of a nature similar to this proposed work.

NAME, TELEPHONE NUMBER AND EMAIL	POSITION TO HOLD ON THIS CONTRACT

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.5 LIST OF PREVIOUS WORK OF SIMILAR NATURE**

Proponent shall fill in details below of the most recent contracts it has undertaken with work of a nature similar to this proposed Work.

It is the intention of CRD to use the information given below to assess the experience and reputation of Proponent in the appropriate fields of work. CRD may contact the references given below before negotiating the Contract.

LOCATION:

CLIENT:

CONTACT:

TELEPHONE NUMBER:

FAX NUMBER:

CONTRACT VALUE:

EMAIL ADDRESS:

DESCRIPTION OF WORK:

LOCATION:

CLIENT:

CONTACT:

TELEPHONE NUMBER:

FAX NUMBER:

CONTRACT VALUE:

EMAIL ADDRESS:

DESCRIPTION OF WORK:

LOCATION:

CLIENT:

CONTACT:

TELEPHONE NUMBER:

FAX NUMBER:

CONTRACT VALUE:

EMAIL ADDRESS:

DESCRIPTION OF WORK:

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.6 LIST OF EQUIPMENT**

Proponent proposes to use the equipment listed below in carrying out the Work covered by this proposed Contract (list only the major pieces of equipment to be used):

NUMBERS OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE OR MODEL/YEAR AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.7 SCHEDULE OF FORCE ACCOUNT RATES ⁽¹⁾**

The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the requirements of the Collection Services.

PERSONNEL

<u>List by Occupation</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUIPMENT - OWNED

(All found)

<u>Description</u>	<u>Hourly Rate</u>	<u>Serial Number</u>	<u>Model and Size</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EQUIPMENT - LEASED

<u>Description</u>	<u>Hourly Rate</u>	<u>Serial Number</u>	<u>Model and Size</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(1) The rates for Force Account are exclusive of BC GST; and the rates will be adjusted as set out in Part 4 – Payment for Collection Services.

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.8 CAPITAL ASSETS TO BE PURCHASED BY PROPONENT**

(Especially to fulfill its Obligations for the Collection Services)

	CAPITAL ASSETS	DATE OF EXPECTED PURCHASE	DATE OF MANUFACTURE	SERIAL NO. TO BE SUPPLIED AFTER AWARD	COST (INCLUSIVE OF ALL TAXES & FEES)	% OF USE UNDER THIS AGREEMENT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.9 LIST OF PROPOSED EQUIPMENT SUPPLIERS**

(not owned by Proponent)

ITEM NO.	COMPANY NAME	DESCRIPTION OF EQUIPMENT

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.10 LIST OF PROPOSED SUBCONTRACTORS**

Proponent shall provide the name and address of the subcontractor(s) that Proponent intends to employ on each item of Work specified below.

Any changes or additions to this list must be submitted in writing to the Manager for approval before subcontracting the Work.

ITEM OF WORK TO BE SUBCONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUBCONTRACTOR

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.11 ESTIMATED ANNUAL ENERGY CONSUMPTION DATA (2022)**

Please provide estimated annual energy consumption data for each Collection Option submitted, including any alternative collection option(s), using the Table below. For more than one Collection Option, please photocopy this form, as required.

Collection Option: _____

Description	
Proposed number of vehicles dedicated to CRD Contract	
Estimated annual total kilometres travelled to service all routes	
Types of fuel to be consumed	
Fuel consumed, by type, per year to service Contract	

The successful Proponent shall be required to provide energy consumption data to CRD on an annual basis.

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.12 LIST OF POSITIVE ENVIRONMENTAL AND SOCIAL MEASURES**

Provide a description of any current or future planned positive environmental and social measures that you will endeavour to implement during the course of the Contract, including:

- measures to reduce fuel consumption, energy use and associated greenhouse gas emissions
- other measures, such as environmental stewardship practices, procurement policies, employee attraction/retention practices, community involvement, and safety practices

ATTACHMENT 2.5 – DECLARATION**2.5.1 DECLARATION OF ENVIRONMENTAL PRACTICES***(must be submitted with your Proposal)*

The Capital Regional District (CRD) expects that each Proponent has, and will comply with any applicable enactment applicable to conducting the Work. This includes but is not limited to: *Canadian Environmental Protection Act, 1999 (Canada)*, *Transportation of Dangerous Goods Act (Canada/BC)*, *Environmental Management Act (BC)*, *the BC Recycling Regulation* and *the Capital Regional District Sewer Use Bylaw No. 2922*.

I declare on behalf of _____ that:
(Corporate Name of Proponent)

- 1) Proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over Proponent, of a violation, within the past three (3) years, under the legislation applicable to Proponent, other than those set out in the table below.

Title of Act, Regulation or Bylaw	Date of Violation and Regulatory/Adjudication Body	Description of Violation or Conviction	Regulatory/Adjudication Body Document File Number

- 2) All the information contained herein is true, accurate and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting Contract, without any cost or penalty to CRD.
- 3) I am authorized by Proponent to sign this Declaration, and to submit with the Proposal, on behalf of Proponent.

Additional numbered pages outlining this portion of the Proposal may be attached to this page and/or separate documents listed above may be submitted with this schedule. Each such additional page and separate document shall be signed by Proponent.

Corporate Name of Proponent

Signature of Proponent

Date

ATTACHMENT 2.5 – DECLARATION**2.5.2 DECLARATION OF SOCIAL PRACTICES***(must be submitted with your Proposal)*

The Capital Regional District (CRD) expects that each Proponent has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization, of which Canada is a member, and any applicable legislation pertaining to workplace safety, employment and human rights. In Canada these include: *the Corruption of Foreign Public Officials Act (Canada)*, *Human Rights Act (BC)*, *the Employment Standards Act (BC)* and *the Workers' Compensation Act (BC)*.

I declare on behalf of _____ that:
(Corporate Name of Proponent)

- 1) Proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over Proponent, of a violation, within the past three (3) years, under the legislation applicable to Proponent, other than those set out in the table below.

Title of Act, Regulation or Bylaw	Date of Violation and Regulatory/Adjudication Body	Description of Violation or Conviction	Regulatory/Adjudication Body Document File Number

- 2) All the information contained herein is true, accurate and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting Contract, without any cost or penalty to CRD.
- 3) I am authorized by Proponent to sign this Declaration, and to submit with the Proposal, on behalf of Proponent.

Additional numbered pages outlining this portion of the Proposal may be attached to this page and/or separate documents listed above may be submitted with this schedule. Each such additional page and separate document shall be signed by Proponent.

Corporate Name of Proponent

Signature of Proponent

Date

ATTACHMENT 2.6 – SCHEDULE OF PRICESGeneral Information

To collect Packaging and Printed Products (PPP) in accordance with the Collection Options described in Appendix 2.6.2, and within the Geographical Collection Area listed in Appendix 2.6.1, once every two weeks, that have been placed in or near Collection Containers by the Customer of a Curbside Household at curbside on collection day. Collected PPP shall be delivered to the Designated Facility. Appendix 2.6.1 of the “Schedule of Prices” provides a 2022 estimate of the number of Curbside Households in the Geographical Collection Area. Proponents may submit prices for more than one Collection Option for the Geographical Collection Area.

Unit Prices

Proponent's per household unit prices as set out in the Schedule of Prices shall be quoted in year 2022 Canadian Dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent. All costs, including overhead and profit, and taxes, fees, or surcharges imposed by federal, provincial, or local laws for which Proponent expects to receive payment as a result of the Collection Services, must be included in the unit prices with the exception of the Federal Goods and Services Tax (GST). If CRD enters into a Contract with a successful Proponent to carry out the Collection Services under this RFP, the per household unit prices will be adjusted each year as set out in Part 4 – Payment for Collection Services.

There are 132,262 Curbside Households in the Geographical Collection Area based on 2022 estimates. The number of households will be adjusted each year commencing 01 January 2025 as set out in Section 4 – Payment for Collection Services.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**APPENDIX 2.6.1 - HOUSEHOLD NUMBERS AND HISTORICAL/ESTIMATED QUANTITIES
(2022 FIGURES)**

Municipality	2022 Household Count
District of Central Saanich	6,628
City of Colwood	7,402
Town of Esquimalt	4,776
District of Highlands	976
Juan de Fuca Electoral Area	2,724
City of Langford	15,509
District of Metchosin	2,069
District of North Saanich	5,513
District of Oak Bay	6,372
Town of Sidney	4,679
District of Sooke	6,581
District of Saanich	42,729
City of Victoria	20,099
Town of View Royal	4,024
First Nations, Department of National Defence and Other dwellings ¹	2,181
Total Number of Households to be Serviced	132,262
ANNUAL PRICE PER HOUSEHOLD SERVICED	\$_____ / Household/Year

1 Other dwellings includes home conversions into suites with municipal garbage collections; secondary suites; and mobile home parks.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**APPENDIX 2.6.2 – COLLECTION OPTIONS****OPTIONS****COLLECTION:**

- Collection will be Curbside except for the approximately 400 Customers that receive door service. Addresses will be provided to successful Proponent(s).

Frequency

- Collection will be once every two weeks, Monday to Friday, including statutory holidays, for an average of 26 collection periods per year for all customers within the Geographical Collection Area with the exception of the District of Oak Bay.
- Oak Bay only – Collection will be Monday to Friday, excluding statutory holidays, on an add a day bi-weekly schedule that coincides with the District of Oak Bay's municipal garbage collection, with an average 24 collection periods per year.

RECYCLING CONTAINERS:**Three Stream Collection Option 1 (Blue Boxes/Blue Bags and Glass Container)**

- Customers will use their existing Blue Boxes, Reusable Bags, Glass Containers and, in the District of Oak Bay, their totes. The successful Proponent will be responsible for the purchase and distribution of new and replacement and Blue Boxes and Reusable Bags to Customers.

Three Stream Collection Option 2 (Blue Boxes/Blue Boxes and Glass Container)

- Customers will use their existing Blue Boxes for Commingled Containers, Glass Containers for glass and the successful Proponent will be responsible for the supply of and distribution of one Blue Box for commingled fibres to Customers. However, in the District of Oak Bay, Customers will continue to use their existing totes for commingled fibres, and so the successful proponent will not be required to distribute blue boxes for commingled fibres to these Customers. . The successful Proponent will be responsible for the purchase and distribution of new and replacement and Blue Boxes to Customers.

Three Stream Collection Option 3 (Tote/Blue Box and Glass Container)

- Customers will use their existing Blue Boxes for Commingled Containers, Glass Containers for glass and the successful Proponent will be responsible for the supply and distribution of Totes for commingled fibres to Customers, except for Oak Bay who will use their own Totes. The successful Proponent will be responsible for the purchase and distribution of new and replacement and Totes and Blue Boxes to Customers.

Three Stream Collection Option 4 (2-Totes and Glass Container)

- Successful Proponent will be responsible for the supply and distribution of two (2) Totes to each Customer; except for Oak Bay customers who will only receive one (1) Tote. The successful Proponent will be responsible for the purchase and distribution of new and replacement Totes to Customers. Customers will use their existing Glass Container for glass.

Two Stream Collection Option 5 (1-Tote and Glass Container)

- Successful Proponent will be responsible for the supply and distribution of Totes to all Customers, including replacement Totes and the distribution of Totes to new Customers. Customers will use their existing Glass Container for glass.

General

- Customers will provide their own Containers for the collection of glass, in a separate stream.
- At the end of Term of the Contract, ownership of the Successful Proponents-supplied Collection Containers will be retained by CRD.
- Successful Proponent(s) will distribute collection schedules, educational materials and other literature, provided by CRD, to residents when, and if, Totes are distributed.

PACKAGING AND PRINTED PRODUCTS:

- Unless indicated, PPP refers to items currently listed in Attachment 3.2 of Part 3 - Statement of Work.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**SCHEDULE 2.6.1 COLLECTION AND DELIVERY TO THE DESIGNATED FACILITY**

COLLECTION OPTIONS		\$ /household/year ⁽¹⁾			
OPTION 1	three stream blue bag/blue box/glass container				
OPTION 2	three stream blue box/blue box/glass container				
OPTION 3	three stream 120L tote/blue box/glass container				
OPTION 4	three stream 2-120L totes				
OPTION 5	two stream 1-240L tote and glass container				

1) See Appendix 2.6.1 for estimated number of Households.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**SCHEDULE 2.6.2 – PROPONENT'S ALTERNATIVE PROPOSAL**

Proponents are invited to submit their own alternatives to provide Collection Services to Curbside Households which could result in a cost savings and value to CRD for provision of the Collection Services.

Proponents are requested to present their alternative proposals in the same format as in this RFP to facilitate comparison to other Proponents' Proposals.

PART 3

STATEMENT OF WORK FOR COLLECTION SERVICES

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS

RFP NO. ERM2022-006

PART 3 – STATEMENT OF WORK FOR COLLECTION SERVICES

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CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PAPER

RFP NO. ERM2022-006

PART 3 - STATEMENT OF WORK FOR COLLECTION SERVICES

1. INTERPRETATION

Definitions.

In this Statement of Work for Collection Services, the following terms will have the following meanings:

“Agreement” means the executed Contract Services Agreement including all Parts and Attachments of the RFP.

“Blue Box” means the receptacle used for curbside collection and storage of In-Scope PPP from Households as specified on Attachment 3.1 attached hereto.

“Certified Collector” or **“Contractor”** means a person under contract to CRD to collect In-Scope PPP from Households within the Capital Region.

“Collection Container” or **“Container”** means any Blue Box, Tote, Reusable Recycling Bag or other container.

“Collection Options” means the method in which In-Scope PPP is collected as set out in Part 2 – Form of Proposal, Attachment 2.6 – Schedule of Prices.

“Collection Services” **“Services”** means the services to be provided by the Contractor as set out in the Contract which broadly include but are not limited to:

- (a) Curbside Collection of In-Scope PPP once every two weeks as applicable, except for the District of Oak Bay which will be collected on an add-a-day bi-weekly schedule;
- (b) Purchasing and distribution of Collection Containers to all Households, where or when applicable, within the Collection Area, including new and replacement containers as required;
- (c) Distribution of collection schedules;
- (d) Accurately reporting all data in accordance with the Collection Services to be provided under the Contract;
- (e) Participation in public education and awareness campaigns.

“Commingled Containers” has the meaning set out in Attachment 3.2.

“Commingled Fibres” has the meaning set out in Attachment 3.2.

“Core” means the geographical area comprised of the municipalities of Saanich, Victoria, Esquimalt and View Royal as outlined in Attachment 3.3.

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

"Curb" or **"Curbside"** means a location within one (1) metre of a Public Street or Private Road.

"Curbside Collection" means collecting In-Scope PPP from Curbside Households.

"Curbside Household" or **"Household"** means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

"Customer" means residents of Curbside Households within the Service Area.

"Designated Post-Collection Service Provider" or **"Designated Facility"** means the delivery point, designated by CRD, for the Contractor-collected In-Scope PPP, located at 2800 Bridge Street, Victoria, BC.

"Effective Date" has the meaning set out in Section 1 of Part 5 - Contract Services Agreement.

"Force Majeure" shall mean any event or circumstance, excluding lack of funds or basic resources such as staff or trucks, not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- (a) Acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) Epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (c) Explosion or fire.

"Geographical Collection Area" or **"Geographical Area"** or **"Collection Area"** or **"Service Area"** means the area of the Saanich Peninsula, the Core Area, the West Shore, and the District of Oak Bay and includes all First Nations lands lying within each Geographical Area where the Curbside Collection will be carried out.

"Glass Container" means a blue box or blue bag or other container that is similar in size and configuration to a Blue Box or a Reusable Recycling Bag that can be easily lifted and which can be used for a receptacle for curbside collection and storage of segregated glass containers when used in conjunction with a Blue Box or a Tote or a Reusable Recycling Bag.

"Implementation Plan" means the plan that Contractor will develop pursuant to Section 2.12(a).

"In-Scope PPP" means the PPP set out in Attachment 3.2 and such other materials identified as In-Scope PPP by CRD in writing from time to time.

"Inspector" means a representative of the Manager who is authorized to ensure the Contractor's conformance to the terms of the Contract.

"Manager" means the General Manager of the Parks & Environmental Services department of the CRD or his authorized representative as designated to the Contractor.

"Missed Collection" has the meaning set out in Section 2.8(e).

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

"Oak Bay" means the geographical area of the District of Oak Bay as shown in Attachment 3.3.

"Other Receptacle" or **"Other Container"** means containers similar in size and configuration as a Blue Box or a Reusable Recycling Bag that can be easily lifted and which can be used for a receptacle for

curbside collection and storage of recyclable materials when used in conjunction with a Blue Box or a Tote or a Reusable Recycling Bag.

"Packaging and Printed Product" or **"PPP"** has the meaning set out in Attachment 3.2, as may be updated by CRD pursuant to Attachment 3.2.

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

"Public Street" means a public right-of-way used for public travel, including public alleys and laneways.

"Recyclable Material" means In-Scope PPP.

"Reusable Recycling Bag" or **"Reusable Bag"** means a receptacle used for curbside collection and storage of recyclable materials from single family dwellings as specified on Attachment 3.1.

"Saanich Peninsula" or **"Peninsula"** means the geographical area comprised of the municipalities of North Saanich, Sidney and Central Saanich as outlined in Attachment 3.3.

"Service Area" or **"Service Areas"** means the Geographical Areas delineated on the maps in Attachment 3.3.

"Service Commencement Date" means 01 January 2024.

"Service Level Failure" has the meaning set out in Attachment 3.4.

"Supply" or **"Provide"** means supply and pay for or provide and pay for.

"Tote" or **"Cart"** means a Contractor-provided wheeled container with attached lid suitable for curbside collection and storage of In-Scope PPP, as specified in Attachment 3.1.

"Unit" means a Curbside Household.

"West Shore" means the geographical area comprised of the municipalities of Colwood, Langford, Highlands, Metchosin, Sooke and the electoral area of Juan de Fuca, which includes Willis Point, Malahat, East Sooke, Otter Point, Shirley and Jordan River, as shown in Attachment 3.3.

"Work" or **"Works"** means, unless the context otherwise requires, the whole of the work, equipment, labour, matters and things required to be done, furnished, and performed by the Contractor under the Contract.

2. SERVICES

Beginning on the Service Commencement Date, Contractor shall provide curbside collection services to collect In-Scope PPP at Curbside from all Customers within the Service Area (the "Curbside Collection") and in accordance with the terms of this Statement of Work and the Contract Services Agreement.

2.1 Scope of Work

The work required consists of the collection and hauling of In-Scope PPP to the Designated Facility. Recyclable Materials are to be collected every two weeks from the Geographical Collection Area, as shown in Attachment 3.3, deposited in or around Collection Containers placed at the curb for collection by 7:30 am or prior to Contractor's collection vehicle passing by that Household in the process of collecting In-Scope PPP, on their designated collection day.

In the District of Oak Bay, commingled fibres will be placed out for collection in a Customer provided 140 litre wheeled tote(s), rather than in reusable blue bags, blue boxes or other container. However, some Customers in the District may choose to use blue bags or blue boxes or other container, and the Contractor shall collect the commingled fibres regardless of the container type utilized. Collection in the District of Oak Bay shall be conducted by the Contractor on the same day on which residential refuse and organics collection is provided by the municipality. The Contractor shall use the same "add a day" collection schedule as the District of Oak Bay whereby if the scheduled collection day falls on a statutory holiday, collection is moved to the following day, to ensure that Collection Services continue to coincide with the District's residential refuse and organics collection.

CRD shall be deemed to be the owner of all In-Scope PPP set out for collection.

Contractor shall deliver collected In-Scope PPP to the Designated Facility.

Contractor shall execute the Contract requirements for Customer notification, reporting of statistics, resolution of complaints, reporting of infractions and all other requirements of this specification.

Contractor shall collect all In-Scope PPP put out for collection, placed up to one (1) metre from the curb and up to two (2) metres from the travelled portion of the road exclusive of the shoulder in those areas without curbs.

If residents are elderly or medically incapacitated and unfit to move containers to the curbside or to the lane, then Contractor shall provide a doorstep pickup service at no extra cost to either CRD or the residents.

Contractor shall not damage or misuse Collection Containers and shall be responsible for the cost of any damages it causes to the containers. Contractor shall collect spilled or scattered material from within a six (6) metre radius area of the Collection Containers. Contractor shall collect materials spilled from their Collection vehicle.

Contractor shall:

- (1) Attach notification stickers, provided by CRD, to Collection Containers which fail to meet the criteria as described in these requirements and therefore cannot be collected, and report infractions to the Manager each month.
- (2) Where weather conditions make it impossible to attach notification stickers to the Collection Containers, the notification stickers must be left at the residence, put through the mail slot or otherwise secured at the front door to prevent loss or misplacement.

Contractor shall deliver to CRD within three (3) months of execution of the Agreement a work program and schedule for the following:

- (a) Mobilization, location, storage for Collection Containers and maintenance facilities and all of the Contractor's vehicles and equipment
- (b) Initial training of personnel.

Contractor shall provide the number of Customers per route at the start of the program and any changes to this number must be identified in the monthly report at each month end. Contractor shall keep an accurate record of the number of pickups per route, per day. These records shall form part of the monthly report.

Contractor will assist CRD in the development of educational material (i.e., collection schedules, preparation of materials, etc.) during the term of the Contract.

In addition to any promotion undertaken by each Municipality, Electoral Area or CRD, Contractor will be responsible for all program communication dealing with operational issues, including but not limited to the following:

- (a) Contamination with non-PPP, cross contamination, improper sorting, non-compliance stickers
- (b) notification of any disruption of service
- (c) late put out notices
- (d) change in collection schedule.

All program communication must be approved by the Manager prior to distribution.

CRD will be responsible for education and the promotion of the curbside program.

2.2 Service Area

- a) Contractor will provide Curbside Collection to all Customers in the Service Area(s), shown on Attachment 3.3.

2.3 In-Scope PPP Materials

- a) Contractor will collect all In-Scope PPP from all Customers that are placed in Containers (including both Contractor-provided and Customer-provided Containers); and any Corrugated Cardboard, stacked adjacent to Customers' Containers (or stacked alone if no Container is present or commingled with Fibres).
- b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of non-PPP Items (Contamination). In-Scope PPP delivered to the Designated Facility will consist of no more than three percent (3%) by weight of non-PPP Items. Loads exceeding three percent (3%) by weight of non-PPP Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits, as set out in Attachment 3.4.
- c) Notwithstanding Section 2.3 (b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste.
- d) While collecting In-Scope PPP, Contractor must ensure that:
 - i. Loads of Categories 1, 2 and 3(b) do not contain more than 1% by weight of Categories 3 (a), 6 and 7; and
 - ii. Loads of Categories 3(a), 6 and 7 do not contain more than 3% by weight of Categories 1, 2, and 3(b).

- e) Contractor must ensure that loads of Categories 1, 2, 3(a), 3(b), 6 and 7 do not contain more than 3% by weight of Category 8.
- f) Contractor must ensure that Category 8 segregated In-Scope PPP does not contain more than 1.5% by weight of non-PPP Items and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Category 8 exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (Individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider, and may result in Service Level Failure Credits.
- g) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.3 including procedures to monitor the content of collected materials and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by the Owner at any time and from time to time. If the Owner determines that such procedures are inadequate, Contractor will adopt such procedures as the Owner may reasonably require in order to ensure compliance with this Section 2.3.

2.4 Collection

- a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- b) Contractor will pick up In-Scope PPP placed by Customers in accordance with Section 2.3(a) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- c) Contractor will perform Curbside Collection on the following schedule: once every two weeks, on the same day, with the exception of Customers within the District of Oak Bay which will be collected once every two weeks in accordance with the “add a day” collection system specified in 2.1.
- d) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- e) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Containers (including, in the case of Totes, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways or on-street parking.
- f) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of non-PPP Items. Customers who receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, CRD may remove the Customer from the Service Area.

2.5 Containers

- a) Contractor will, at Contractor's cost, procure, assemble and deliver Containers, as specified in Attachment 3.1, to each Customer, for use in the collection of In-Scope PPP that meet the requirements set out in Section 2.
- b) Contractor will, at Contractor's cost provide replacement and new Containers (Totes, Blue Boxes and Reusable Bags) for the term of the Agreement.
- c) Contractor will deliver Containers to Customers at least ten (10) business days prior to the Service Commencement Date.
- d) Contractor will procure and deliver a Container to a requesting Customer within seven (7) business days of the Customer's initial request.

- e) Where Customers choose to provide their own Container(s), of the reasonably comparable size and configuration as the Contractor or CRD provided Containers, used in conjunction with CRD or Contractor provided containers, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers. Larger Blue Boxes privately purchased and used by Customers to a maximum of 87 Litres in size shall be deemed acceptable for use and Contractor shall be required to empty them.
- f) Collection crews will note damages to Contractor-provided Containers and forward written or electronic repair or replacement notices that day to Contractor's service personnel. Container repairs or replacement will then be made by Contractor within seven (7) days, at Contractor's expense. Any Container that is damaged or missing on account of an accident, act of nature or the elements, fire, theft or vandalism by a third party will be replaced by Contractor not later than three (3) business days after notice from Customer or CRD. Replacement Containers may be used and reconditioned, but must be clean, appear presentable, and meet all other requirements set out in the Contract.
- g) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the Term of the Contract, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to CRD with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided CRD provides prior written approval.
- h) Upon termination or expiration of the Agreement, all Containers supplied by Contractor to provide Curbside Collection will, at the option of CRD, revert to CRD ownership without further compensation to Contractor, including that Contractor will assign any and all warranties associated with the Containers. CRD accepts all such Containers in their "as-is, where-is" condition and, except as set out herein, without any express or implied warranty by Contractor of any kind, including any warranty of fitness for any particular purpose or any warranty of merchantability. Upon transfer of ownership, CRD assumes all risks of loss. If CRD declines in writing to take ownership of the Containers, Contractor will offer a special Curbside Collection event within thirty (30) days of CRD's notice, where Customers may set-out their unwanted Containers and Contractor will remove and reuse or recycle the set-out Containers.

2.6 Designated Post-Collection Service Provider

- a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from CRD.
- b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 3.2.
- c) Contractor must unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7, and unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), as directed by the Designated Post-Collection Service Facility. Category 8 must also be unloaded in a separate bunker or location from Categories 3(a), 6 and 7 and also separate from Categories 1, 2 and 3(b), as directed by the Designated Post-Collection Service Facility. Loads delivered in violation of this Section 2.6(c), including as a result of driver error or mechanical failure, may be subject to a Services Level Failure Credit.

- d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Facility and Recycle BC, including but not limited to, instructions and procedures pertaining to health and safety, delivery and unloading of In-Scope PPP, audit procedures, and weigh scale operation.
- e) If Contractor is scheduled to collect In-Scope PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Facility a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- f) The Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at 2800 Bridge Street, Victoria, BC.
- g) CRD, as directed by Recycle BC, may change the Designated Post-Collection Service Provider upon 30 days' notice. If CRD changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the location described in Section 2.6(c), such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).
- h) Unless the Owner otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as the Owner considers appropriate or necessary in the circumstances and may be revoked at any time by the Owner in its sole discretion, including without limitation Contractor has failed to comply with such conditions or procedures.
- i) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of non-PPP Items or contains any hazardous or special waste, CRD reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.7 Spillage

- a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its cleanup, and will make such records available to CRD on request, and if requested by CRD, as part of a regular report to be delivered with such frequency as requested by CRD (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three (3) hours of being noticed by Contractor's staff, Customers or the CRD Manager, and will be remediated by Contractor at its sole expense. Such clean up or removal will be documented with pictures, and notice of such clean up or

removal will be provided to the CRD Manager in writing. Contractor will immediately notify the Manager's designated spill coordinator of any spills that enter ground water or drainage systems.

2.8 Routes and Requirements to Complete Daily Scheduled Collection

- a) Contractor will indicate, on a map acceptable to CRD, the day of the week that Curbside Collection will occur for each Customer. The Contractor will endeavour to maintain as many collection routes under the current collection schedule, whenever possible.
- b) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used elsewhere if they are emptied before and after such other use and Contractor has obtained prior written approval from CRD.
- c) Contractor may request to change the originally agreed upon schedule on which Curbside Collection will occur for a given Customer or group of Customers by giving written notice to CRD at least forty-five (45) business days prior to the effective date of the proposed change and obtaining written approval from CRD. If CRD approves the proposed change, Contractor will provide affected Customers with at least fourteen (14) business days written notice of the change. Seven (7) business days prior to the approved day change, Contractor will place a notice on the Containers of all affected Customers.
- d) Service shall be on the same day and same time or at different times once every two-week period. Collection time shall not vary more than ninety (90) minutes from collection time to collection time. Contractor shall develop a schedule of routes and the days on which each route shall be provided with service. CRD will be responsible for the design, production and distribution of these schedules. Contractor shall be responsible for the distribution of the initial schedule at the start of Contract.
- e) Any failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day will be considered a "Missed Collection." If a Customer notifies Contractor of a Missed Collection not later than 5:00 pm (PST), Contractor will perform the Curbside Collection on the same day (which Contractor may perform up until 8:00 pm (PST)). If a Customer notifies Contractor of a Missed Collection after 5:00 pm (PST), Contractor will perform Curbside Collection on the day following the Customer's regular collection, including on Saturdays. Saturday collections will only be made between 9:00 am (PST) and 5:00 pm (PST).
- f) The normal hours of work collection shall be between the hours of 7:30 am and 5:00 pm, Monday through Friday, including statutory holidays. Supervisory personnel will be provided by the Owner between the hours of 8:00 am and 4:30 pm, Monday through Friday. If the Contractor elects to work outside these hours, it must first obtain prior written approval from the Manager.

Contractor shall operate on the following Statutory Holidays or any other day which, during the life of the Contract, may be declared as a Statutory Holiday by the Provincial or Federal Governments. CRD, at its sole discretion, may approve rescheduling the collection for Christmas and New Year's Days.

New Year's Day	Canada Day	Remembrance Day
Family Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	National Day for Truth and Reconciliation	
Victoria Day	Thanksgiving Day	

- g) Contractor will provide Curbside Collection regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers or property. Contractor will perform Curbside Collection for all areas not served due to hazardous weather on the day following the Customer's regular collection, including on Saturday. Saturday collections will only be made between 9:00 am (PST) and 4:00 pm (PST). Contractor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including all areas not served, and the date on which they are later served.
- h) In extraordinary instances where Contractor has failed to complete all scheduled collections on any given collection route and the missed collections have not been subsequently collected later on the same day or the following day as per the requirements of 2.8(e), then Contractor shall be required to begin collections for that route at the dwelling that would normally be collected last in order to ensure that those Customers who missed their previous collection are serviced first.

Any failure by Contractor to complete each collection day's scheduled collection or to collect a Missed Collection or a block segment of Missed Collections shall be subject to Service Level Failure Credits as specified in Attachment 3.4.

2.9 Pilot Programs

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

2.10 Customer Service and Management

As part of Curbside Collection, Contractor will provide the following Services.

2.10.1 Customer Service Requirements

- a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Contractor will maintain a minimum of one Customer service number specifically set up as CRD phone numbers to handle only calls from Customers under this Agreement, and ownership of the numbers will be assigned to CRD upon expiration or termination of this Agreement. Contractor's call center will be open at a minimum from 7:00 am (PST) to 6:00 pm (PST) on business days. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and CRD representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by CRD. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for CRD use during all hours, including normal office hours.
- c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.10.2 Customer Service Representative Staffing

- a) During office hours, Contractor will maintain sufficient call center staff to answer and handle complaints and service requests from at least two (2) incoming telephone calls from Customers at one time, and in addition a telephone answering system capable of accepting an additional minimum of six (6) incoming telephone calls from Customers at one time. During office hours, Customers will not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but will be routed directly to a Customer service representative.
- b) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods other than telephone, including letters, emails and text messages. If staffing is deemed to be insufficient by CRD to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to, in the case Customer calls, meet the requirements of the Contract Agreement, and in the case of other forms of Customer communications to otherwise address the performance deficiency.
- c) Contractor will provide additional staffing during the implementation period, and especially from one (1) month prior to Service Commencement Date through the end of the fourth month after the Service Commencement Date, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior CRD review and approval.

2.10.3 Customer Complaints and Requests

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

2.10.3 Handling of Customer Calls

- a) All incoming telephone calls will be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. No telephone calls will be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls will be placed on hold for more than twenty (20) seconds. A Customer will be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office is closed.
- b) A Customer calling into the Customer service phone lines and placed on hold will hear either CRD-specific messages or messages that are applicable and not misleading to CRD Customers.

2.10.4 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, CRD may request the Contractor submit a plan to CRD for correcting the problem. Once CRD has approved the plan, the Contractor will have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Service Commencement Date, through the end of the fourth month after the Service Commencement Date, during which Contractor will have one (1) week to implement corrective measures. Reasonable corrective measures will be implemented without additional compensation to the Contractor. Failure to provide corrective measures will result in Service Level Failure Credits as specified in Attachment 3.4.

2.10.5 Referral to Other Programs Required

- a) Contractor's Customer service representatives will be knowledgeable of other collection services available to Customers in the Service Areas and will be able to refer Customers to their local government or to other producer agencies operating collection programs for non-PPP Items, as appropriate.

2.10.6 Customer Communications

- a) CRD and Contractor recognize that Customer preferences for their method of communication may change during the term of this Contract and agree to adjust Customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor will shift staff resources accordingly to ensure high levels of Customer service. CRD and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer service delivery.
- b) On each day where hazardous weather will prevent Curbside Collection in accordance with Section 2.8(g), Contractor will release notices to the local newspapers and radio stations notifying Customers of the modification to the collection schedule.

2.11 Promotion and Education

- a) CRD will have primary responsibility for developing, designing and executing public promotion, education, and outreach programs. Contractor will provide CRD with assistance and cooperation, including distributing CRD-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of CRD.
- b) CRD will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection (Schedules).

2.12 Implementation Services

- a) Beginning on the Agreement Effective Date, Contractor will develop, with CRD's input and prior written approval, and submit to CRD no later than two (2) weeks after the Agreement Effective Date, a transition and implementation plan (the "Implementation Plan") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Implementation Plan will cover the entire period from the Agreement Effective Date, up through and including the six (6) month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Implementation Plan. CRD reserves the right to require any aspect(s) of any draft implementation plan or other description of implementation services submitted by Contractor as part of any procurement process related to these Services be included in the Implementation Plan.

- b) Contractor will execute the approved Implementation Plan (the "Implementation Services") in accordance with the requirements in this Agreement and as set out in the Implementation Plan, including in a manner that meets the milestone deadlines set out within the Implementation Plan.
- c) CRD may at its discretion send observers to any Contractor facility at any time to monitor the performance of the Implementation Services.
- d) Failure to achieve any milestone that has a deadline on or before the Service Commencement Date by the Service Commencement Date will entitle CRD to exercise its rights to draw down on Contractor's Performance Security, in full, pursuant to Section 12.2 of the Agreement.

3. PERFORMANCE STANDARDS AND OPERATIONAL REQUIREMENTS

3.1 Personnel Conduct

- a) Contractor personnel performing Curbside Collection will at all times be courteous, refrain from acts of violence, threats of violence, loud, inappropriate or obscene language and shall exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter on cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- b) Contractor personnel will wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.
- c) At CRD's option and direction, Contractor personnel will work with groups or organizations, such as neighborhood community organizations, homeowner associations, or municipal utilities, police, or fire departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

3.2 Vehicle Standards

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

- a) All collection vehicles regularly used by Contractor to perform Curbside Collection will be a model released within six (6) years of the year in which the Service Commencement Date occurs or newer.
- b) Back-up/reserve capacity collection vehicles used up to a combined total of one hundred (100) engine hours per month will at all times be less than ten (10) years old and will have been at all times driven fewer than two hundred thousand (200,000) kilometers. Back-up/reserve capacity vehicles will not be used to provide more than ten percent (10%) of Curbside Collection in a given three (3) month rolling period.
- c) All collection vehicles used to perform Curbside Collection will be of sufficient size and dimension to provide Curbside Collection to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and it is expected that Contractor will make such vehicles available to ensure smooth and effective Curbside Collection throughout the Service Area.
- d) All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards,

and be in a condition satisfactory to CRD. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

- e) Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs and fuel use.
- f) Contractor will receive prior written approval from CRD for all vehicle signage, including Contractor labeling, program and non-program information. Contractor will place CRD-provided logos on vehicles as directed at no additional cost to CRD.
- g) All Contractor route, service and supervisory vehicles will be equipped with properly licensed two-way communication equipment. Contractor will maintain a base station or have equipment capable of reaching all locations within the Service Area in which they are being used. Collection vehicles will also be equipped with back-up cameras as well as route-recording cameras integrated with their on-board route management system.
- h) All collection vehicles will be equipped with global positioning systems (GPS) as well as an on-board computer and data tracking system to track route progress and log non-set-outs and other Customer service issues. The system will incorporate photo documentation of contaminated materials, improperly placed set-outs and non-set-outs by Customers that have reported repeated misses. The resulting data will be uploaded to Contractor's Customer service database no less than hourly to allow Customer service personnel to be fully apprised of route progress, and be able to address Missed Collections and other Customer inquiries in near real-time. The resulting data is considered Confidential Information of CRD and will be provided to CRD upon request.

3.3 Container Requirements

- a) All Contractor-provided Totes will be of a style and type approved by CRD in writing and as specified in Attachment 3.1. The Containers will be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic.
- b) All Contractor-provided Totes will be blue. Specific Tote colour shades will be approved by CRD prior to the Contractor's order of any new Containers.
- c) All Totes will have In-Scope PPP preparation instructions and telephone/contact information, including both CRD's program contact phone number and CRD's website address, either screened or printed on a sticker on the lid and will be subject to the prior written approval of CRD. Information will be screened on, molded-in, or molded-on the Totes or printed on durable UV-resistant label stock squarely affixed to each Container. All screening, molding or labels will be approved in writing by CRD prior to ordering by the Contractor. Location of the screen, molding or label on the Totes will be subject to CRD's prior written approval.
- d) All Contractor-provided Totes will be clearly labeled in a fashion that any reasonable person can readily determine In-Scope PPP preparation requirements. Contractor provided Totes will not be screened, molded-in, molded-on, imprinted or otherwise permanently labeled with the Contractor's logo, company name or any other markings without CRD's prior written approval.
- e) All Contractor-provided Totes will be maintained by Contractor in good condition for material storage and handling; contain no jagged edges or holes; and the wheels or rollers will be equipped with an anti-skid device or sufficient surface area on the bottom of the Tote to prevent unwanted movement. The Tote will contain instructions for proper use, including any Customer actions that would void manufacture warranties. All Contractor-provided Totes will have permanent serial numbers to assist with the tracking and recovery of lost or stolen Totes, and Radio Frequency Identification (RFID) tags.
- f) All Contractor-provided Blue Boxes and Blue Bags will, as a minimum be of the same type as specified in Attachment 3.1, though larger Blue Boxes privately purchased and used by Customers to a

maximum of 87 Litres in size shall be deemed acceptable for use under this program and Contractor shall be required to empty them.

3.4 Record and Reporting Requirements

In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

3.4.1 Service Delivery Reporting

- a) provide to CRD, on the Service Commencement Date, a complete initial inventory of the vehicles and Containers to be used to perform Curbside Collection. The inventory will include each vehicle (including type, capacity, model and vehicle identification number), each facility to be used in performance of Curbside Collection, and the number and types of Container (including size, collection commodity type and, if relevant, Customer and serial number). Contractor will regularly revise the inventory to reflect any changes;
- b) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;
- c) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and email, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;
- d) maintain the following records, and such other records as may be requested by CRD:
 - i. tonnage by collection date;
 - ii. weight scale ticket(s) (which must include the collector name and truck number);
 - iii. traffic infractions and accidents;
 - iv. changes to vehicle or Container inventory;
 - v. Customer communications related to Curbside Collection including telephone calls, letters, emails, text messages or webpage messages received;
 - vi. containers distributed to Customers; and
 - vii. notices left for Customers;
- e) make all records maintained pursuant to this Statement of Work available to CRD upon request, and if requested by CRD, will provide a regular (but no more frequently than monthly) report to CRD, in a format and by a method approved by CRD, setting out or summarizing (at CRD's discretion) such records as may be indicated by CRD for the reporting period;
- f) on an annual basis, by such date to be determined by CRD, Contractor will provide a report containing the following information for the previous calendar year;
 - i. a consolidated summary and tabulation of the monthly reports, described above;
 - ii. a discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in and volume of In-Scope PPP collected in Curbside Collection;
 - iii. an inventory of current Curbside Collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), and maintenance history, including vehicle painting;
- g) upon the Owner's request, provide up to two reports each year that specify the greenhouse gas emissions associated with the performance of Curbside Collection, including all data and the methodologies used; and

- h) upon CRD's request, provide up to four ad-hoc reports each year, at no additional cost to CRD. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in CRD-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

3.4.2 Claims Reporting

- a) All loads must be documented in a manner specified by CRD, from time to time, including by a certified scale ticket provided by the Designated Post Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by Material Stream (Fibres, Containers and Glass) set out in Attachment 3.2. CRD's claim reporting system will be customized to display only the material stream classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 3.2), and such other information as CRD may designate (collectively, "Claim Information"). Standard tare weights for specific trucks may only be used on specific written permission of CRD.
- b) At least every two (2) weeks, Contractor will report the Claim Information through CRD's claims reporting portal, or through such other method as CRD may designate.
- c) CRD will issue a claim summary to Contractor (which, if agreed by Contractor, CRD, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to CRD by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to CRD any content in the claim summary that Contractor disputes within five (5) days of the claim summary being issued.
- d) After CRD has approved the Claim Information for Contractor, CRD will issue a purchase order to Contractor, including a reference number. If CRD requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice CRD for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that CRD has approved the applicable Claim Information.

3.5 Service Levels

If Contractor fails to meet any Service Level set out in Section 2, CRD will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

3.6 Problem Customers

- a) CRD and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued Curbside Collection from that Customer unreasonable. Those disruptions or conflicts may include repeated damage to Containers, unwillingness to properly prepare materials, repeated suspect claims of timely set-out followed by demands for Curbside Collection, repeated unsubstantiated claims of Contractor damage to Customer's property, or other such problems.
- b) Contractor will make every reasonable effort to provide Curbside Collection for those problem Customers. However, Contractor may deny or discontinue Curbside Collection for a problem Customer after prior written notice is given to CRD of the intent to deny or discontinue service, including the name, service address, reason for such action, and what reasonable efforts to accommodate the Customer have been made and in what manner they have failed. If Customer submits a written letter or email to CRD appealing Contractor's decision, CRD may, at its discretion, intervene in the dispute. In this event, the decision of CRD will be final. CRD may also require, in its sole discretion, the denial or discontinuance of Curbside Collection to any Customer who is determined by CRD to be ineligible.

4. TERM

The Work required under the Statement of Work will commence on 01 January 2024 and will continue until the expiry of a six (6) year period following the Agreement Commencement Date, terminating 31 December 2029, unless it is terminated earlier by CRD or Contractor as set out in the Agreement.

5. FEES

The Fees payable by CRD for the performance by Contractor of the Collection Services are set out in Part 4 – Payment for Collection Services of RFP, and such Fees begin after the Service Commencement Date.

6. ADDITIONAL TERMS

6.1 No Charge to Customers

Contractor will not charge Customers or any third party any amount for the performance of the Collection Services.

6.2 Scavenging Forbidden

Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.

6.3 Risk

Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

6.4 No Shared Services

Contractor will not collect any material other than the In-Scope PPP to be collected under this Agreement (whether on Contractor's own behalf, or on behalf of any third party) while providing the Services.

ATTACHMENT 3.1: RECYCLING CONTAINER SPECIFICATIONS**1. EXISTING CONTAINERS** (Owned by CRD and being used in the current program)

Contractor is responsible for the purchase and distribution of new and replacement of additional Blue Boxes and reusable bags.

a) Blue Box

Model: A-1 Products Corporation Number 9732 or equal as approved by the Manager
 Dimensions: L x W x H
 484 mm x 403 mm x 313 mm
 (19 1/16" x 15 7/8" x 12 5/16")
 Colour: Dark (Royal) blue with white lettering providing program messaging
 Weight: 1.8 kg (4 lbs)

b) Reusable Blue Bags

Dimensions: W x H
 559 mm x 711 mm
 (22" x 28")
 Material: 5.0 MIL (LLDPE) low density polyethylene
 Colour: Light blue bag with black lettering
 1 colour printed both sides with program messaging

2. RECYCLING TOTES (WHEELED) (To be supplied, distributed and replaced by Contractor)**a) General**

Colour: Dark (Royal) blue
 Construction:

- High quality, resilient, UV stabilized HDPE resin
- Capable of hot-stamp branding of logos, bar coding, sequential numbering and RFID (radio frequency identification) integration
- Capable for use in automated or semi-automated collection
- Watertight lids, dual reinforced bottom and oversized wheels (300 mm Ø - 12" Ø)

b) 120 Litre Tote (115 to 125 litres)

Dimensions: H x W x D
 97.8 mm x 48.3 mm x 56.5 mm

c) 240 Litre Tote (235 to 246 litres)

Dimensions: H x W x D
 107 mm x 58 mm x 74 mm
 (42" x 23" x 29")

ATTACHMENT 3.2: IN-SCOPE PACKAGING AND PRINTED PRODUCTS

For the purpose of this Statement of Work, In-Scope PPP will mean the material described and segregated in the categories of PPP Material Stream below:

<u>Material Stream</u>	<u>Category</u>
FIBRES	PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be commingled together, but must be segregated from all other PPP.
CONTAINERS	PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be commingled together, but must be segregated from all other PPP
GLASS	PPP in Category 8, segregated stream from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the BC Recycling Regulation to the Environmental Management Act (BC) are commingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

List of Packaging and Printed Product Materials

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
A - COMMINGLED FIBRES MATERIAL STREAM		
Category 1 – Printed Papers		
Newspapers	Daily and community newspapers	
Newspaper Inserts	Newsprint advertising inserts and flyers	
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines	
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues	
Telephone Directories	Phone books; newsprint directories	
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap	
Residential Printed Paper	White or coloured paper for general use, printers and copiers	
Miscellaneous Printed Papers	Bland and printed envelopes; greeting cards	
Category 2 – Old Corrugated Cardboard (OCC)		
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes	
Category 3 (b) – Other Paper Packaging (not containing liquids when sold)		

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes	
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging	
Moulded Pulp	Egg cartons; formed coffee takeout trays; paper based flower pots	
Kraft Papers	Paper bags	
Polycoated Boxboard	Some frozen food packaging	
B – COMMINGLED CONTAINERS MATERIAL STREAM		
Category 3 (a) – Other Paper Packaging (containing liquids when sold)		
Paper Cup (hot) (polycoated liner)	Non-foam paper cups	
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups	
Paper Cup (cold) (waxed)	Non-foam paper cups	
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups	
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons	
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size	
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup	
Category 6 – Other Plastic Packaging		
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners	
PETE Jars	Peanut butter containers; wide-mouth jars for nuts	
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons	
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PETE Tubs & Lids	Plastic lids for some containers	
PETE Cold Drink Cups	Take-out drink cups	

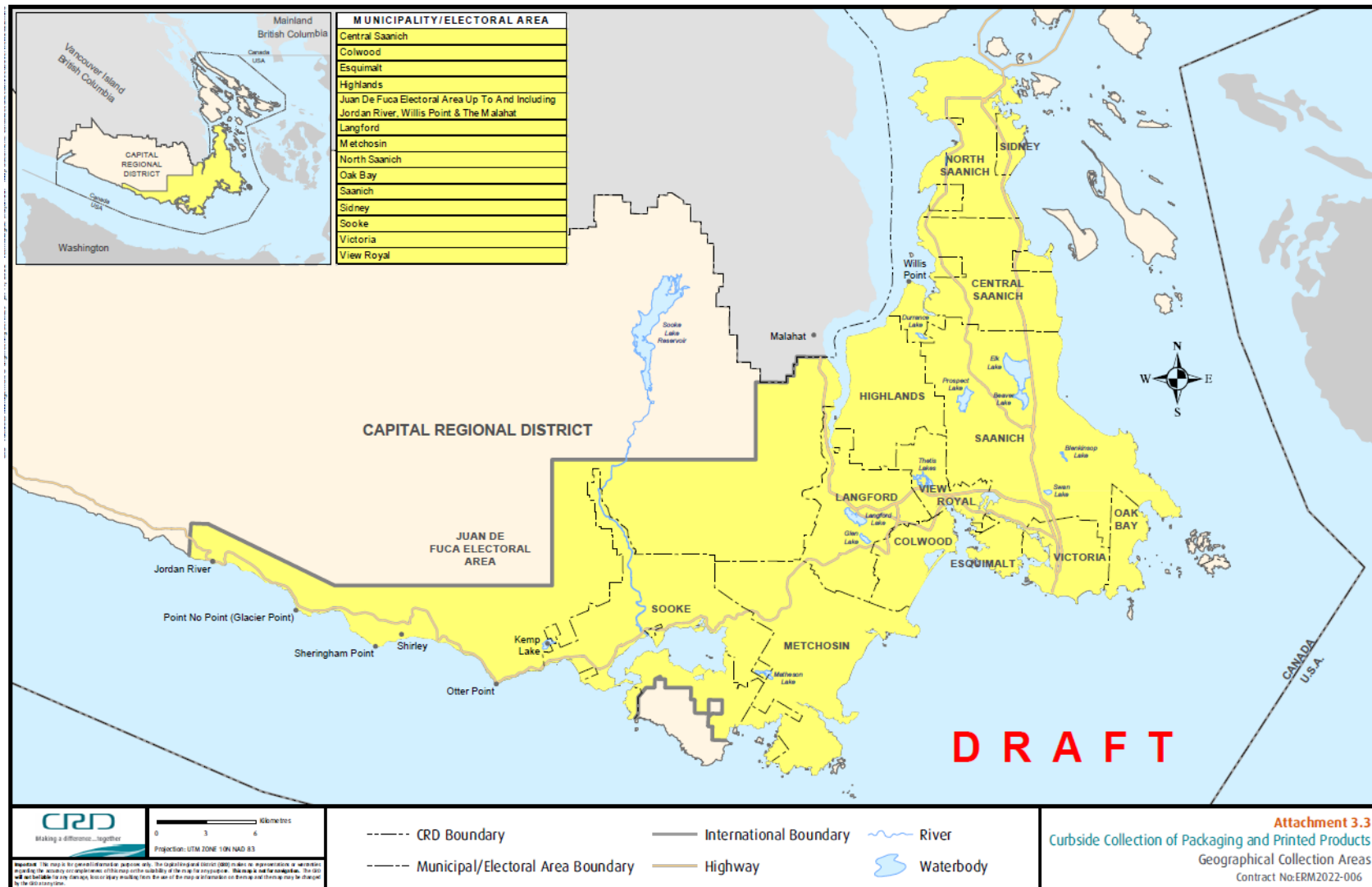
Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
HDPE Bottles (non-beverage)	Shampoo bottles; milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles	
HDPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers	
HDPE Pails	Laundry detergent, ice cream pails	Pails for lubricants
HDPE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
HDPE Tubs & Lids	Plastic lids for spreads and dairy containers	
HDPE Planter Pots	Plastic garden pots	
PVC Bottles	Water bottles; travel sized personal and hair care product bottles; household and automotive liquids containers	
PVC Jars	Peanut butter containers	
PVC Trays	Housewares and hardware products	
PVC Tubs & Lids	Plastic lids for some containers	
LDPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers	
LDPE Jars	Cosmetics containers	
LDPE Tubs & Jars	Plastic lids for spreads and dairy containers	
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles	
PP Jars	Cosmetics containers	
PP Clamshells	Hinged containers, e.g. sanitary wipes	
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers	
PP Cold Drink Cups	Some cold drink cups	
PP Planter Pots	Garden planter pots	
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers	
PS Trays (rigid)	Clear rigid trays used for deli foods	
PS Tubs & Lids (rigid)	Dairy product tubs and lids	
PS Tubs & Lids (high impact)	Single serve yogurt containers	
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups	
PS Planter Pots	Some garden pots and trays	
Other ¹ Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code #7	
Other Plastic Jars	Jars without a resin code or with resin code #7	
Other Plastic Clamshells	Clamshells without a resin code or with resin code #7	
Other Plastic Trays	Trays without a resin code or with resin code #7	
Other Plastic Tubs & Lids	Tubs and lids without a resin code or with resin code #7	
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code #7	
Other Plastic Planter Pots	Planter pots without a resin code or with resin code #7	
Category 7 – Metal Packaging		
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures	
Steel Aerosol Cans	Food spray cans; solvent spray cans	
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts	
Aluminum Cans (non-beverage)	Cat food and other food cans	
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans	
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays	

¹ “Other” plastic packaging is typically: manufactured from a combination of recycled resins; manufactured with a barrier layer; or, lacking a resin code mark.

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	
C – GLASS PACKAGING MATERIAL STREAM		
Category 8 – Glass Packaging		
Clear Glass Bottles and Jars (non-beverage)	Food containers; ketchup bottles; pickle jars; jam and jelly containers; cosmetic jars	
Coloured Glass Bottles and Jars (non-beverage)	Cooking oils; vinegar bottles; cosmetic containers	

ATTACHMENT 3.3: SERVICE AREA MAP



ATTACHMENT 3.4: SERVICE LEVEL FAILURE CREDITS

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

#	Service Level Failure	Service Level Failure Credit
1	Collection before or after the times specified in Section 2.8(d), (e), (f) or (g) of this Agreement, except as expressly permitted in writing by CRD.	\$500 per incident (each vehicle on each route is a separate incident)
2	Customer complaints after written notification from CRD to Contractor for failing to replace Containers in designated locations, spilling, not replacing lids, crossing planted areas or similar violations.	\$50 per incident, not to exceed \$5,000 per vehicle per day.
3	Failure to clean-up or collect spilled materials within two (2) hours.	Twice the cost of clean-up incurred by CRD (if CRD performs the clean-up) and \$500 per incident (regardless of who performs the clean-up).
4	Failure to collect a Missed Collection after notification within the times specified in Section 2.8(e).	\$100 per incident to a maximum of \$5,000 per vehicle per day.
5	Missed Collection of a block segment of Customers (excluding collections prevented by inclement weather pursuant to Section 2.8(g) of this Agreement, but not excluding collections prevented by inoperable vehicles). A “block segment” means one side of a street, between cross-streets, not to exceed fifty (50) houses.	\$5,000 per block segment if collection is performed the following collection day; \$10,000 if not collected by the following collection day.
6	Rejection of Customer In-Scope PPP without providing documentation to Customer of the reason for rejection.	\$100 per incident.
7	Failure to provide a required report pursuant to Section 3.4.1 on time.	\$500 per day past deadline.
8	Inaccurate data in a required report pursuant to this Scope of Work.	\$5,000 per incident.
9	Failure to maintain clean, sanitary and properly maintained Containers, vehicles and facilities.	\$50 per incident, up to maximum of \$1,000 per inspection.
10	Failure to meet Customer service answer and on-hold time performance requirements as set out in Section 2.10.3	\$100 per Customer contact.
11	Failure to separate Curbside collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from CRD.	\$5,000 per route, plus \$4,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by CRD.
12	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of non-PPP Items.	\$5,000 per weigh-scale ticketed load but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the “Per Load Amount” will initially be \$5,000, If Contractor

#	Service Level Failure	Service Level Failure Credit
		is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by \$5,000 (to a maximum of \$20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at \$5,000.
13	A failure to comply with Section 4.6.1 and 4.6.2 of the Agreement or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by CRD plus \$5,000 per day of Labour Disruption.
14	Delivery of a load of Category 8 to the Designated Post-Collection Facility that contains more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate).	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.
15	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of CRD.	\$25,000 per weigh-scale ticketed load.

Procedure for the application of the Service Level Failure Credits shall be as per Recycle BC Procedure attached hereto as Appendix 3.4.1 with respect to the quality of PPP delivered to the Designated Post-Collection Service Provider.

ATTACHMENT 3.4.1: PROCEDURE FOR 3% NON- PACKAGING AND PRINTED PRODUCT SERVICE LEVEL FAILURE CREDIT**Objective**

The Packaging and Printed Product (PPP) Stewardship Plan is designed to divert PPP from disposal. Recycle BC's interest is to increase the quantity of PPP collected, and improve the quality of the PPP collected in order to increase the proportion of PPP collected that is directed to recycling. Focusing the PPP collection system on collection of PPP through resident education and communication will, over time, yield a collection system that is more effective at diverting PPP from disposal and delivers good value to BC residents.

This procedure sets out the process to determine if more than 3% non-PPP is present in collected PPP and the steps that will be implemented should this occur.

Action to Determine the Quantity of Non-PPP in Collected PPP

The quantity of non-PPP in collected PPP will be monitored as part of routine composition audits of PPP set out for collection and PPP received at processing facilities. Recycle BC will supervise all composition audits to determine the quantity of non-PPP in collected PPP. These audits will sort collected materials to identify the types and quantity of non-PPP by weight.

A post-collection service provider may also raise concerns about the quality of PPP received from a collector. If Recycle BC is notified by a post-collection service provider of a possible quality problem, Recycle BC intends to implement a composition audit of the collector's PPP to quantify non-PPP in the collector's collected PPP. If no problem is identified through the audit, no further action will be taken by Recycle BC beyond notification to the collector of the level of non-PPP.

Action if More than 3% Non-PPP are Identified

1. If, as a result of the first composition audit of the collector's PPP, the quantity of non-PPP is identified to be more than 3%, Recycle BC will notify CRD of the results of the composition audit so that the collector can take steps to reduce the quantity of non-PPP.
 - a) The collector will have 120 days to take steps to reduce the quantity of non-PPP.
2. After 120 days, Recycle BC will implement a second composition audit.
 - a) If the quantity of non-PPP is at or below 3% in the second composition audit, no further action will be taken by CRD/Recycle BC beyond notification to the collector of the level on non-PPP.
3. If the quantity of non-PPP remains above 3% in the second composition audit, Recycle BC will ask the collector to develop and implement a remediation plan.
 - a) The collector will, within 90 days, prepare and submit to CRD/Recycle BC for approval a remediation plan designed to reduce the quantity of non-PPP to a level less than 3% by weight.
 - b) Following approval of the remediation plan by CRD/Recycle BC, the collector will implement the plan.
4. After 90 days of remediation plan implementation, Recycle BC will implement a third composition audit.
 - a) If the quantity of non-PPP in the third composition audit is at or below 3%, no further action will be taken by CRD/Recycle BC beyond notification to the collector of the level of non-PPP.

- b) If the quantity of non-PPP in the third composition audit remains above 3% but is declining, the collector will continue to implement the remediation plan to reduce the quantity of non-PPP.
 - c) If the quantity of non-PPP in the third composition audit remain above 3% but is not declining in comparison to the previous composition audits, the collector will continue to implement the remediation plan to reduce the quantity of non-PPP.
5. In the case of b) and c) above, Recycle BC will implement a fourth composition audit after a further 60 days.
- a) If the quantity of non-PPP is at or below 3% in the fourth composition audit, no further action will be taken by Recycle BC beyond notification to the collector of the level of non-PPP.
 - b) If the quantity of non-PPP in the fourth composition audit remains above 3%, MMBC will provide written notice that the next composition audit identifying more than 3% non-PPP may be the basis for applying a service level failure credit. Should Recycle BC implement a service level failure credit, Recycle BC will utilize the data compiled by the sequence of four composition audits to support the decision to apply a service level failure credit.

Service Level Failure Credit Failure for Non-PPP

It is expected that the sequence of the five steps described above would have the effect, in most cases, of service level failure credits not being incurred for approximately the first year of operations.

Attachment 3.4 defines the service level failure as occurring when materials (in a weigh-scale ticketed load) are delivered to a post-collection service provider and contain more than 3% by weight of non-PPP. The amount of the service level failure credit would be determined using the table set out in Attachment 3.4, and all credits under this service level failure will not exceed, in the aggregate, in any year an amount that is equal to 24 loads at the applicable service level failure credit amount, or the total Fees paid or payable to Contractor in the year, whichever is lower.

Collectors can avoid service level failure credits for non-PPP by proactively educating residents about PPP to include in the collection system and non-PPP that should not be included in the collection system. Continuous clear communications will, over time, minimize resident confusion and reduce errors in setting out PPP for collection. Recycle BC will support collectors' efforts to educate residents through its provincial communications strategy.

What is Packaging and Printed Product (PPP)?

PPP is listed in Attachment 3.2 which will be accepted in the PPP collection systems as of May 2014 in the following categories:

- Category 1: Printed Papers
- Category 2: Old Corrugated Cardboard
- Category 3 (a): Other Paper Packaging (containing liquids when sold)
- Category 3 (b): Other Paper Packaging (not containing liquids when sold)
- Category 4: Polyethylene (PE) Film
- Category 5: Polystyrene (PS) Foam Packaging
- Category 6: Other Plastic Packaging
- Category 7: Metal Packaging
- Category 8: Glass Packaging

What is non-PPP?

Non-PPP is defined in each of the Statement of Work for collection services as “anything that is not PPP”.

Non-PPP represents items that are placed by a resident into the PPP collection system in error as a result of misunderstanding or confusion about the scope of the collection program and typically includes:

- Consumer products manufactured from:
 - Paper, some examples of which are paper towelling, paper napkins
 - Metal, some examples of which are hardware, small appliances
 - Plastic, some examples of which are toys, dishware, hoses, plastic cutlery, straws, toner cartridges, single use cameras, CD/DVD cases
 - Glass, some examples of which are dishware, vases, decorative items, mirrors, plate glass
 - Wood, ceramic, crystal, rubber and leather
- Packaging containing hazardous or special waste
- Hardcover and paperback books
- Waxed corrugated cardboard packaging
- Steel gas cylinders
- PETE, PVC, LDPE Stretch and PP Films
- PET-G packaging
- HDPE pails of 25 litres or more
- LDPE cushion packaging
- PS foam peanuts
- PLA and PHA packaging
- Multi-laminated plastic packaging
- Composite packaging
- Wood, ceramic, crystal, rubber and leather packaging.

For clarity, the following items are not included in “non-PPP”:

- PPP listed in Attachment 3.2;
- Schedule 1 of the BC Recycling Regulations beverage containers placed by residents into the PPP collection system; and
- Steel paint cans placed by residents into the PPP collection system.

Difference between percentage of non-PPP and percentage of processing facility residue

When collected PPP is received at a processing facility, the facility utilizes a combination of manual and mechanical systems to separate the different types of PPP into marketable grades and minimize the presence of non-target material in each marketable grade in order to meet market specifications.

The effectiveness of processing facilities in capturing marketable commodities varies, depending on the sorting equipment utilized and the number of staff manually sorting and monitoring quality. Even the most effective sorting systems miss some PPP which then remains in a mixed stream that must be managed through recovery or disposal. Some facilities reprocess processing residues to capture more marketable materials and ultimately reduce the quantity of residue shipped from the facility.

Processing residue includes:

- PPP that is not marketable because of its condition, e.g., packaging that still contains product, PPP contained inside a plastic bag that was not debagged, PPP that is lodged inside another container (e.g. a plastic bottle inside a metal can, plastic liner remaining in boxboard box);
- PPP that was not manually or mechanically sorted and prepared for shipment to a commodity market; and
- Non-PPP items included in the PPP when collected that were manually or mechanically removed.

Data used to set 3% as the threshold for non-PPP in collected PPP

Recycle BC set a threshold of 3% of non-PPP in collected PPP on the basis of three sources of data:

- Composition audits of collected PPP (prior to processing) from three programs where non-PPP was identified as a separate category. Data from these audits suggested non-PPP represented from 2.25% to 3.2% by weight of collected material.
- Composition audits of processing residues that segregated PPP targeted for collection but not captured during processing, PPP not accepted in the collection system and non-PPP. The PPP targeted for collection but not captured during processing represented from 6.24% to 9.73% while the PPP not accepted in the collection system and non-PPP together represented 3.61% to 4.49%. As some of the PPP not accepted in these collection systems will be accepted in Recycle BC's collection system, the non-PPP portion of the 3.61% to 4.49% was likely 3% or less.
- Unrecyclable PPP that may be included in the PPP set out for collection by residents. While unrecyclable PPP is estimated to be from 2.6% to 3.5% of the total quantity of PPP supplied to residents, only a portion of the non-recyclable PPP is likely to be placed into the PPP collection system by residents in error.

PART 4

PAYMENT FOR COLLECTION SERVICES

CAPITAL REGIONAL DISTRICT

REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PAPER

RFP No. ERM2022-006

PART 4 – PAYMENT FOR COLLECTION SERVICES

1. Payment for Collection Services

(a) General

CRD shall pay Contractor, in lawful money of Canada, for the performance of the Agreement, the amounts determined for the Collection Services completed at the unit price submitted for the various items of Collection Services appearing in the Schedule of Prices, hereinafter referred to as the Schedule, subject to the adjustments and conditions provided herein; in the Contract Services Agreement; in the Statement of Collection Services for Collection Services and in the other RFP Documents.

Any Collection Services called for in the Collection Services or shown or implied or necessary for the completion of the Collection Services called for in the Collection Services, which is not specifically listed as a separate item in the Schedule, shall be deemed incidental to the general purpose of the Agreement and no separate payment shall be made on account of any such Collection Services, but the cost of any such Collection Services shall be included in the tendered unit prices or per tonne prices for the various items of Collection Services appearing in the Schedule of Prices.

- (b) Payment for Collection Services performed under this Agreement shall be made to Contractor by CRD on a Unit basis, dollars per household per year to collect Packaging and Printed Products (PPP) and transport it to the Designated Facility.

(c) Method of Payment

At the end of each calendar month and on receipt of an invoice for materials collected and delivered to the Designated Facility, Certificate of Acceptance from the Designated Facility, statutory declaration and on advice from the Manager that the Collection Services have been satisfactorily carried out, CRD will pay Contractor for the Collection Services completed in accordance with the Contract Services Agreement for the month as follows:

- i) Monthly payment will be the:
 - a. total of the number of Households (Units) serviced in the Geographical Collection Area multiplied by one twelfth of the unit price listed in the Schedule of Prices, attached hereto.
- ii) The gross payment amount for each month will be reduced by the Service Level Failure Credits, set out in Attachment 3.4 of Part 3 - Statement of Work, levied against Contractor.

(d) Annual Adjustments

Prices per Household and Number of Households

There shall be no annual or any adjustments to the unit price tendered for the term of the Contract. However, the household count of dwellings to be serviced shall be adjusted annually by the CRD beginning in 2025 using addresses and data dwelling unit counts provided by the BC Assessment Authority for the previous year. This data shall be cross referenced with the Contractor's collection routes to ensure only those serviced areas are included. Only multi-unit dwellings with four or less units shall be included. The total dwelling unit count shall be tabulated by the BC Assessment Authority Actual Use Code and by municipality to provide total counts.

CRD may, at its sole discretion, add or delete Households from the Geographical Collection Area during the Term of the Agreement.

Recycle BC is committed to reviewing the financial incentive rates it pays the CRD and other local government residential recycling service providers, under contract to Recycle BC for the collection of PPP. Should Recycle BC resolve to increase its payment rates to the CRD at any point during the term of the Agreement, the per household unit prices payable by the CRD under this Agreement, will be increased at the same time and by the same dollar amount increase to the CRD rates from Recycle BC.

2. Payment Withheld

Upon receipt of a certificate in writing from the Manager stating that, in his opinion, justification exists and stating the basis and the amount of such deduction, CRD may withhold or nullify, on written notice to Contractor specifying the ground or grounds relied on, the whole or part of any progress payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:

- (a) That Contractor has failed to perform the Collection Services in accordance with the Agreement.
- (b) That Contractor is failing to make prompt payments as they become due to Subcontractors or for equipment, labour or supplies.
- (c) That there exist unsatisfied claims for damages caused by Contractor to anyone employed in connection with the Collection Services.
- (d) That Contractor has not submitted a Statutory Declaration for each monthly progress payment in the form required under the Agreement.
- (e) That the Collection Services are interrupted due to strikes, lockouts or any other labour dispute.

Where Subcontractors or suppliers of materials, equipment or labour are not receiving prompt payment, CRD may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to Contractor.

PART 5

**CONTRACT SERVICES AGREEMENT
(SAMPLE)**

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSALS
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS
RFP No. ERM2022-006

CONTRACT SERVICES AGREEMENT

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1. CRD Policies and Standards
2. Insurance Requirements (Certificates)
3. Performance Security
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CAPITAL REGIONAL DISTRICT
CURBSIDE COLLECTION OF PACKAGING
AND PRINTED PRODUCTS
CONTRACT ERM2022-006

Note: This Contract is a sample only and is subject to negotiation. A Final Contract will reflect actual services, prices and duration proposed by the successful Proponent and accepted by the Capital Regional District subject to Board approval.

Month / Year

Contract Services Agreement

This Contract Agreement (this "Agreement") is entered into as of the ____ day of _____, 20__ (Effective Date")

BETWEEN:

CAPITAL REGIONAL DISTRICT ("OWNER") OR ("CRD")

AND:

XXXXXXXXXXXXXXXXXX ("CONTRACTOR")

RECITALS:

- A. CRD has entered into an Agreement with Recycle BC, the Stewardship Agency responsible for managing Packaging and Printed Products (PPP) under the BC Recycling Regulation, to manage the collection of PPP from Households within the capital region.
- B. CRD called for proposals for the provision of services for RFP No.ERM2022-006, Curbside Collection of Packaging and Printed Products, (the "**Program**"), and Contractor in reply submitted a proposal dated {DATE}.
- C. CRD has agreed to engage Contractor and Contractor has agreed to provide the services described in Part 3 – SOW for Collection Services (the "**Services**") to CRD in respect of the Program on the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRD and Contractor agree as follows:

1. Contractor shall:

- i) Be and assume the responsibilities of the Prime Contractor as defined in the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal enactments, laws, regulations, ordinances, codes, policies and procedures.
- ii) Provide all necessary labour, supervision and equipment and perform all work, and fulfill everything as set forth and in strict accordance with the Contract Documents and Addenda numbered _____ for the project entitled "Curbside Collection of Packaging and Printed Products," Contract ERM2022-006.
- iii) Commence the Work specified in the SOW of the Contract at 5:30 am PST on 01 January 2024 and continue with the work of the Contract for a period of six (6) consecutive years until 10:00 pm PST 31 December 2029.

2. The Owner will pay to Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified in Part 4 – Payment for Collection Services in the manner and at the times specified in the Agreement Documents.
3. The Request for Proposals, Instructions to Proponents, executed Form of Proposal, Schedule of Prices, SOW for Collection Services, Payment for Collection Services, Attachments, Appendices and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Agreement between the parties, and it shall inure to the benefit of and be binding upon them and their successors, executors, administrators and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Agreement or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.
5. Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

SECTION 1. INTERPRETATION

1.1 Definitions

In this Agreement, the following terms will have the following meanings:

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

“Agreement” means the executed Contract Services Agreement including all Parts and Attachments of the RFP.

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

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

“Capital Regional District” or **“CRD”** or **“Owner”** shall include its selected and appointed officers, employees, servants and agents.

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

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

“Change Response” has the meaning set out in Section 2.2.4.

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

“Contract” or **“Contract Documents”** or **“Agreement”** means the entire Contract Services Agreement between the Capital Regional District and the Contractor or Contractors selected to provide all or part of the Collection Services in one or more Geographical Collection Areas and, in each case, includes the Request for Proposals comprised of the Instructions to Proponents (Part 1), Form of Proposal (Part 2), Statement of Work (Part 3), Payment for Collection Services (Part 4), Contract Services Agreement (Part 5), Schedules, Appendices, Attachments and Addenda, all as may be modified or amended In accordance with the terms of this RFP.

“Contractor” shall mean the successful Proponent or Proponents and the person who enters into the Contract with the Owner, including its appointed officers, employees, servants and agents.

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

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

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

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

“First Year Contract Value” means Proponent's price to be paid by CRD over the first twelve (12) month period of the Contract, including GST.

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

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

“Labour Disruption” has the meaning set out in Section 4.6.1.

“Other Contractor” means any person, firm or corporation employed by the Owner other than through the Contractor.

“Owner” means the Capital Regional District (CRD) or the Regional District.

“Packaging and Printed Products” or **“PPP”** has the meaning set out in Part 3 – Statement of Work, Attachment 3.2, as may be updated by CRD pursuant to Section 4.2.

“Recycle BC” means the not-for-profit stewardship agency responsible for the management of Packaging and Printed Products (PPP) to whom CRD is contracted to manage PPP within the Geographical Collection Area.

"Service Commencement Date" means 01 January 2024.

"Service Levels" has the meaning set out in Section 4.4.1.

"Service Level Failure" has the meaning set out in Section 4.4.

"Service Level Failure Credit" has the meaning set out in Part 3 – Statement of Work, Attachment 3.4.

"Services" has the meaning set out in Section 2.1, including the delivery of any Work Product.

"SOW Term" has the meaning set out in Section 3.2.

"Statement of Work" means a statement of work attached hereto or as may from time to time be issued hereunder.

"Subcontractor" means any person engaged by the Contractor or another subcontractor to perform or provide part or parts of the Work intended to be incorporated into the completed Works, but does not include a worker or a person engaged by an architect or Manager.

"Term" has the meaning set out in Section 3.1.

"Work" or **"Works"** means, unless the context otherwise requires, the whole of the work, equipment, labour, matters and things required to be done, furnished, and performed by Contractor under the Contract.

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

"Year" means a period of time of twelve (12) consecutive months.

1.2 Interpretation

- 1.2.1 Including - Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- 1.2.2 Technical Terms - Any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term.
- 1.2.3 Number, Gender, and Persons - In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word "person" will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 1.2.4 Headings - The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- 1.2.5 Currency - Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- 1.2.6 Calculation of Time - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

- 1.2.7 Legislation References - Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

1.3 Attachments

As of the Effective Date, the following Parts form part of this Agreement:

Attachment	Description
Part 1	Instructions to Proponent
Part 2	Form of Proposal
Part 3	Statement of Work for Collection Services
Part 4	Payment for Collection Services

1.4 Priority

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto will take precedence and govern in the following order:

- a) Contract Services Agreement Between the Owner and Contractor
- b) Statement of Work for Collection Services
- c) Attachments, Appendices, Schedules and Addenda
- d) Form of Proposal
- e) Instructions to Proponents
- f) Invitation to Submit Proposals
- g) All other documents

Neither party to the Contract shall take advantage of any apparent error or omission in the specifications, but the Manager shall be permitted to make such corrections and interpretation as may be necessary for fulfilment of the intent of the Collection Services. Any work not herein specified but which may be fairly implied as included in the Contract, of which the Manager shall be the judge, shall be done or furnished by Contractor at his expense as if such work had been specified.

Any discrepancies, errors or omissions found in the specifications shall immediately be reported to the Manager, who shall promptly correct such error or omission in writing. Any work done after discovery of such discrepancies, errors or omissions shall be done at Contractor's risk.

SECTION 2. SCOPE OF SERVICES

2.1 Services

Contractor will perform the Services set out in the SOW (for Collection Services), and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the "Collection Services"), all in accordance with the terms and conditions of this Agreement when mutually accepted and duly executed by both parties.

2.2 Changes

- 2.2.1 An authorized CRD representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to the SOW (a "Change") by issuing a "Change

Request." For clarity, a Change Request may not solely consist of a request to change the Fees under a SOW; the Fees under a SOW may only be changed under the Change process in this Section 2.2, as agreed by the parties in the executed change order, to reflect, or as a result of, a Change to other rights or obligations under the SOW or as otherwise set out in the SOW.

- 2.2.2 For a Change Request affecting the administration of this Agreement, Contractor will provide an initial response within five (5) Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on CRD's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.3 For any other Change Request, Contractor will provide an initial response within fifteen (15) Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on CRD's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.4 Where Contractor is, in accordance with Section 2.2.7, able to comply with the Change Request, Contractor will provide a further, more detailed, response (a "Change Response") within ten (10) calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Request.
- 2.2.5 Contractor may request a Change by delivering a Change Request, together with a Change Response, to CRD.
- 2.2.6 If CRD, in its discretion, accepts the Change Response, an authorized CRD representative will provide Contractor with written approval of CRD's acceptance in the form of an executed change order. If CRD does not accept a Change Response, the parties will, on CRD's request, negotiate in good faith the terms pursuant to which the parties may agree to implement the Change. Contractor will not make any Change to any SOW without CRD's prior written approval.
- 2.2.7 Contractor acknowledges that CRD may be dependent on Contractor for the Services, and Contractor agrees that Contractor will not be entitled to refuse to provide a Change Response under Section 2.2.2 or 2.2.3 unless it is not technically possible for Contractor to carry it out.
- 2.2.8 Contractor will make requested Changes at no additional charge to CRD unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with CRD, including that Contractor will make available to CRD all supporting information and documentation reasonably requested by CRD that relates to the pricing of the proposed Change.

2.3 Non-Exclusive

This Agreement will not grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section (and in no event will the scope of such exclusivity extend beyond the scope of Services set out in the SOW).

SECTION 3. DURATION

3.1 Term of Agreement

This Agreement will commence on the Effective Date and will continue until 31 December 2029.

3.2 Term of Statement of Work

The Services under the SOW will commence on 01 January 2024, and will continue until 31 December 2029.

SECTION 4. SERVICE STANDARDS

4.1 Performance

Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in a timely manner and in accordance with the terms and conditions of this Agreement, having regard for the concerns, needs, and interests of residents and the environment.

4.2 Contractor to Comply with CRD Policies and Standards

Contractor will comply at all times with all terms and requirements set out in the policies and standards as such policies and standards may be updated by CRD from time to time, and such other policies and standards that CRD brings to the attention of Contractor from time to time (collectively, "**CRD Policies and Standards**"). Notice of updating of, or new, CRD Policies and Standards may be made by CRD by email to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new CRD Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.5 for the implementation of the updated or new CRD Policies and Standards; provided that Contractor must make any such request within thirty (30) days of CRD providing notice of the updated or new CRD Policies and Standards.

4.3 Compliance with Law

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

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

4.4 Service Levels

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

- a) all Service Levels set out in this Agreement, including in the SOW;
- b) Contractor will, at a minimum, continue to meet the existing Service Levels achieved by current Curbside Collection service provider prior to the start of the Service Commencement Date (but only to the extent they do not conflict with the scope of Service, or the obligations, set out in the SOW); and

- c) all performance levels and measurements for such Service or component that are industry best practices;

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

- 4.4.2 Contractor recognizes that Contractor's failure to meet a Service Level will have a material adverse impact on the business and operations of CRD and that damages resulting from Contractor's failure to meet a Service Level may not be capable of precise determination. As such (and without limiting CRD's rights or remedies), CRD will be entitled to any express remedies for Contractor's failure to meet a Service Level (each such failure a "**Service Level Failure**") that may be set out in Attachment 3.4 or the SOW. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Attachment 3.4 or in a SOW.
- 4.4.3 Upon CRD's request, and in any event at least once per month, CRD will meet with Contractor (which meeting may be in person or by phone as determined by CRD) to review and discuss Contractor's performance level of the Services and Service Levels, and any or contract related issues.

4.5 Contingency Planning

Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in CRD's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "**Business Continuity Plan**"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. CRD will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of CRD. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat CRD and the Services no less favourably than any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.

4.6 Labour Disruption

- 4.6.1 Contractor will provide CRD with at least thirty (30) days prior written notice of the expiration of any labour agreement(s) and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption (as defined below).
- 4.6.2 In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform CRD within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
- 4.6.3 Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat CRD and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or

workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also provide such sites in respect of the Services hereunder).

- 4.6.4 CRD will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by CRD due to a Labour Disruption.
- 4.6.5 In the event that a Labour Disruption lasts more than seven (7) days, and for so long as the Labour Disruption continues, CRD will have the right to terminate this Agreement for cause, immediately upon delivery of written notice of termination by CRD to Contractor.

4.7 CRD Right to Correct Deficiencies

Upon failure of Contractor to perform the Work in accordance with the Agreement, CRD may, without notice and without prejudice to any other remedy he may have, correct such deficiencies. The cost of work performed by CRD in correcting deficiencies shall be paid by Contractor or may be deducted from monies payable to Contractor.

SECTION 5. PAYMENT

5.1 Fees

In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, CRD will pay Contractor the amounts set forth in any SOW the fees as set out in Part 4 – Payment for Collection Services (the "**Fees**"). Except as expressly set out in a SOW, there will be no other amounts payable by CRD to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment or facilities relating to the Services or this Agreement.

5.2. Set-Off

CRD may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to CRD pursuant to this Agreement or any other agreement between Contractor and CRD, including any Service Level Failure Credits; and (b) any costs incurred by CRD in collecting any amounts owing by Contractor to CRD pursuant to this Agreement or any other agreement between the parties. The failure by CRD to set-off or deduct any amount from an invoiced payment will not constitute a waiver of CRD's right to set-off, deduct or collect such amount.

5.3 Invoicing

- 5.3.1 Submission of Claim - Unless otherwise set out in the SOW, Contractor will submit claims using CRD claims reporting portal, or through such other method as CRD may designate. CRD will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
- 5.3.2 Generation of Invoice - After receipt of a purchase order from CRD, Contractor will invoice CRD for the validated claim, with reference to the issued purchase order; provided that CRD may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by CRD, Contractor will invoice CRD using the contact information provided by CRD for such purpose (as may be updated by CRD from time to time).
- 5.3.3 Late Submission - Contractor must submit all claims within thirty (30) days of the performance of the applicable Services, and all invoices (where required to be submitted by CRD) within thirty (30) days of the purchase order date. In no event will CRD be liable for payment of any claim submitted

more than ninety (90) days after the performance of the applicable Services, or payment of any invoice submitted more than ninety (90) days after the purchase order date.

- 5.3.4 Statutory Declarations - Contractor shall, prior to receiving payment on each progress certificate, provide to CRD a Statutory Declaration, in a form approved by CRD, stating that "all employees, subcontractors and suppliers used in connection with the Work have been fully paid and satisfied by Contractor, and that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against CRD's lands or against any materials or equipment for Work done under the Contract."

5.4 Taxes

Except where otherwise noted, the Fees exclude goods and services taxes (GST) that may be lawfully imposed upon the Services where Contractor clearly and separately itemizes such taxes on Contractor's invoice to CRD. CRD will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to CRD to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that CRD paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to CRD. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.

5.5 Withholding Taxes

CRD may deduct or withhold from any payment(s) made to Contractor any amount that CRD is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("**Withheld Taxes**") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by CRD.

5.6 Payment

Subject to the terms and conditions of this Agreement, CRD will pay Contractor, via electronic funds transfer or by cheque, the undisputed Fees for the Services as set out in Part 4 – Payment for Collection Services within thirty (30) days of the invoice date. Contractor will provide CRD with complete and accurate billing and contact information, including all information required by CRD to effect electronic funds transfers and a billing email address to which CRD may send submission reports and purchase orders. Contractor will promptly provide CRD with any updates to such billing and contact information.

5.7 No Volume Commitment

Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that CRD makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

6.1 Suitable Personnel

Upon CRD's request, Contractor will promptly investigate any written complaint from CRD regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a Contractor or agent) and take immediate corrective action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, CRD may require that such person be removed from all performance of additional work for CRD. Removal of such person will be addressed by Contractor immediately.

6.2 Key Personnel

Contractor must (a) employ those people described as key personnel ("**Key Personnel**") and ensure that the Key Personnel maintain those roles; not replace any Key Personnel without CRD's prior informed consent unless the person: (i) dies, becomes ill or incapacitated so as to be unable to perform their role; (ii) is terminated for cause or just cause; or (iii) resigns from Contractor's employment (other than to be employed by an associated entity of Contractor); and (c) ensure that any people replacing Key Personnel with the consent of CRD, have at least equivalent ability, experience and expertise as the Key Personnel replaced.

6.3 Subcontracting

Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of CRD (not to be unreasonably withheld), including that CRD's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or Contractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

7.1 Record Keeping

During the Term and thereafter until the later of three (3) years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by CRD hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.

7.2 Reporting

In addition to any other reporting obligations under this Agreement, Contractor will provide the following reporting to CRD:

- a) at least every two (2) weeks (or such other period as may be set out in a SOW), Contractor will report, through CRD's claims reporting portal, or through such other method as CRD may designate, the reporting information set out in the applicable SOW for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;
- b) upon such frequency as CRD may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit CRD to monitor and manage Contractor's performance; and
- c) such additional reports as CRD may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.

7.3 Audit

- 7.3.1 Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, CRD (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that CRD (or its audit

representative) may conduct a financial audit to verify the amounts paid or payable by CRD hereunder. If any audit reveals that CRD has been overbilled, Contractor will reimburse the overcharged amount to CRD with interest at prime plus 1%. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of CRD's costs in relation to such audit.

- 7.3.2 Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by CRD (or its audit representative) upon CRD's request.
- 7.3.3 Without limiting any other audit right, during the Term CRD (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4 Contractor will co-operate with and provide to CRD (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all Subcontractors to enable CRD (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such Subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

8.1 Contractor Representations and Warranties

Contractor represents and warrants to and covenants with CRD that:

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

SECTION 9. CONFIDENTIALITY

9.1 Confidentiality Covenant

The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or Subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.

9.2 Legal Requirement

Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

9.3 Return of Confidential Information

Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.

9.4 Privacy Laws

Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to *Freedom of Information and Protection of Privacy Act* ("**Privacy Laws**") in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (b) in a manner that enables CRD to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CRD to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CRD of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CRD that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CRD if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

10.1 Ownership

Except as otherwise specifically provided in this Agreement, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein will be owned by CRD; accordingly, Contractor will assign and hereby assigns to CRD all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable licence to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of CRD, its successors and assigns of any and all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products.

SECTION 11. INDEMNITY

11.1 Indemnity

Contractor will indemnify and save harmless CRD, Recycle BC, its Affiliates, and their respective directors, officers, Subcontractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including without limitation arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.

11.2 Available Remedies

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

SECTION 12. INSURANCE, PERFORMANCE SECURITY, AND WORKERS' COMPENSATION INSURANCE

12.1 Insurance

During the Term and for any additional period following the end of the Term set out in in Section 3.1, Contractor will have and maintain in force in Canada, and will cause its Subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Attachment 0.2, and Contractor will (and will cause its Subcontractors to) otherwise comply with the provisions of Attachment 0.2. Failure to secure such insurance coverage, or the failure to comply fully with any of Attachment 0.2 will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

12.2 Performance Security

- 12.2.1 Contractor represents and warrants that it has delivered, or caused to be delivered, to CRD, on or before the Agreement Effective Date, an irrevocable letter of credit in the amount of Twenty Five Percent (25%) of the First Year Contract Value ("Performance Security"). The Performance Security will be in the form of Attachment 0.3 (or in such other form acceptable to CRD, in CRD's discretion). The Performance Security must be issued by a Canadian chartered bank acceptable to CRD and must be callable at such bank's counters in Victoria, British Columbia. Contractor will maintain the Performance Security for the duration of this Agreement Term.
- 12.2.2 CRD will be entitled to draw on the Performance Security and retain the proceeds, from time to time, in amounts specified, and upon the occurrence of any of the circumstances specified, below:

- a) in full, in the event of an election by CRD pursuant to Section 13.2 of the Agreement to terminate the Agreement (and CRD may draw on the Performance Security prior to such termination taking effect);
 - b) for the amount owed, in the event that any amounts owed from Contractor to CRD under the Agreement become past due (this provision will in no way give Contractor the right to not pay any amounts due to CRD, when they become due, by reliance on this provision as an alternative means of payment); or
 - c) in full, in any other event described in this Agreement as allowing CRD to draw on the Performance Security.
- 12.2.3 Contractor acknowledges and agrees that the occurrence of any of the circumstances in Section 12.2.2 would expose CRD to damages, the precise amount of which would be extremely difficult to calculate. As such, Contractor acknowledges and agrees that any amounts drawn on the Performance Security by CRD will be non-exclusive liquidated damages. Contractor acknowledges and agrees that such non-exclusive liquidated damages are not a penalty but represent a genuine and reasonable pre-estimate of the damages that CRD will suffer as a result of the occurrence of any of the circumstances in Section 12.2.2. Contractor acknowledges and agrees that liquidated damages may only be partial compensation for the damage that may be suffered by CRD and that any drawing on the Performance Security by CRD is without prejudice to any entitlement CRD may have to damages or other remedies under this Agreement, at law or in equity.
- 12.2.4 CRD will not be entitled to draw on the Performance Security except in accordance with this Section 12.2. CRD will not be required to give any prior notice to Contractor of its intention to draw on the Performance Security. CRD's entitlement to draw on the Performance Security will not be conditional on proof of the damages or anticipated damages suffered by CRD or proof of costs incurred by CRD. If Contractor provides notice to CRD that Contractor disputes CRD's right to draw on the Performance Security and to retain the proceeds, CRD will nonetheless be entitled to draw on the Performance Security (but in the event that such dispute is resolved in Contractor's favour, in accordance with the Agreement, CRD will remain liable to repay such improperly drawn amounts).
- 12.2.5 Upon CRD's request, not more than once per twelve (12) month period, Contractor will deliver, or cause to be delivered, to CRD a replacement Performance Security (subject to all of the same requirements as the prior the Performance Security) in an increased new amount equal to the sum of the amounts paid or payable by CRD to Contractor pursuant to Section 5 in the three months immediately prior to the date of CRD's request.
- 12.2.6 This Section 12.2 will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination.

12.3 Workers' Compensation Insurance

Prior to commencing the work and prior to receiving payment on completion of the work, Contractor shall provide evidence of compliance with the requirements of the *Workers' Compensation Act* of the Province of British Columbia, including payments due thereunder.

At any time during the term of the Contract, when requested by CRD, Contractor shall provide such evidence of compliance by itself and its subcontractors, as set out in Attachment 0.4.

SECTION 13. TERMINATION

13.1 Termination for Convenience

Either party may, at any time and without cause, terminate this Agreement for convenience upon giving the other party one-hundred and eighty (180) days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, Contractor will

commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice, and immediately return all Work Product to CRD, whether completed or not.

13.2 Termination by CRD for Cause

CRD may elect to terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:

- a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;
- b) Contractor commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receipt of notice thereof from CRD;
- c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven (7) days;
- d) Contractor's performance creates a hazard to public health or safety or to the environment;
- e) Contractor is assessed Service Level Failure Credits in excess of ten thousand dollars (\$10,000) during any rolling six month period; or
- f) any other termination right described in this Agreement is triggered.

13.3 Termination by Contractor for Cause

Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to CRD in the event that CRD fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three (3) most recent prior monthly consolidated invoices issued by Contractor and CRD does not cure such non-payment within sixty (60) days of receipt of notice thereof from Contractor.

13.4 Change in Applicable Law

CRD may elect to terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to CRD or the Services, including if there is a material change to an approved plan under the *Recycling Regulation* of the *Environmental Management Act* (British Columbia) or if any new plan (whether submitted by CRD or any other person) is approved thereunder.

13.5 Disruption of Service

The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by CRD for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.

13.6 Termination Assistance

Upon termination or expiration of this Agreement, Contractor will continue to provide Services hereunder and will make reasonable efforts to cooperate and assist, according to mutually agreeable terms and conditions, to ensure that there is an orderly transfer of the Services required by CRD pursuant to this Agreement.

13.7 Survival

The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: SECTION 9 (Confidentiality), SECTION 11 (Indemnity), SECTION 12 (Insurance and Performance Bond), SECTION 14 (Dispute Resolution) and SECTION 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

SECTION 14. DISPUTE RESOLUTION

14.1 Disputes

Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between CRD and Contractor will be addressed as follows:

- a) The parties will first attempt to resolve the Dispute through representatives from each of CRD and Contractor who work most closely with each other on related matters, within fifteen (15) days after written notice of the Dispute was first given, or as otherwise agreed upon.
- b) If the Dispute is not resolved at the first stage, either party may escalate the Dispute to CRD Manager and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further fifteen (15) days, or as otherwise agreed upon.
- c) If the Dispute is not resolved through the discussion above within the time period set out above, then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within forty-five (45) days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.
- d) If the parties are unable to resolve the Dispute within the above period, unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Victoria, BC in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against CRD and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
- e) Notwithstanding anything to the contrary in this Section 14.1; either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief or each party hereby attorns to the nonexclusive jurisdiction of the courts of the province of British Columbia for such purpose.
- f) The cost of Mediation or Arbitration will be equally shared by CRD and Contractor.

SECTION 15. GENERAL PROVISIONS

15.1 Relationship of the Parties

It is acknowledged by the parties hereto that Contractor is being retained by CRD in the capacity of independent Contractor and not as an employee of CRD. Contractor and CRD acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not for any purpose be considered employees or agents of CRD.

15.2 Assignment

This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that CRD may assign this Agreement without Contractor's consent to a person with an approved plan under the *Recycling Regulation* under the *Environmental Management Act* (British Columbia), or who otherwise has obligations similar to those of CRD or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of CRD. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section.

15.3 Force Majeure

Neither party to this Agreement will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a fire, act of God, natural disaster, war, riot, civil disturbance, earthquake, flood, or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement.

15.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

15.5 Notices

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

To Contractor:
Address
Fax No.:
Email:
Attention:

To CRD:

Capital Regional District
625 Fisgard Street
Victoria, BC V8W 2S6

Fax No.: 250-360-3079

Email: rsmith@crd.bc.ca

Attention: Senior Manager, Environmental Resource Management

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

15.6 Further Assurances

The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

15.7 No Publicity

Contractor will not use the name or trademarks of CRD nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or CRD, unless it has obtained CRD's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).

15.8 Timing

Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

15.9 Severability

If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

15.10 Waiver

A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

15.11 Remedies Cumulative

No single or partial exercise of any right or remedy under this Agreement will preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement or any SOW are cumulative and not exclusive of any right or remedy provided at law or in equity.

15.12 Amendment

This Agreement may only be amended by written agreement duly executed by authorized representatives of the parties.

15.13 Entire Agreement

This Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement.

15.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

(Signature page follows.)

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

CAPITAL REGIONAL DISTRICT**SUBCONTRACTOR**

Per: _____
(I have authority to bind CRD)

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Per: _____
(I have authority to bind CRD)

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

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

ATTACHMENT 1**CRD POLICIES AND STANDARDS****A. Weights And Measurements**

As of the Effective Date the following are CRD Program Policies and Standards:

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

CRD requires that PPP collected, transported and processed be weighed, and that accurate weights be reported to CRD.

Weight is defined by CRD as the following:

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

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

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

The above weights will always exclude the weight of the vehicle and any contents other than the PPP collected.

The following equation must always be true.

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

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

Contractor Responsibilities

All loads must be documented in a manner specified by CRD, as amended by CRD from time to time, including a certified scale ticket (Certificate of Acceptance).

B. Service Level Methodology

1. Contractor will measure and record all data reasonably required by CRD to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of this Agreement. Upon request, and upon such frequency as CRD may indicate (which may not be more frequently than monthly), Contractor will deliver to CRD a report, in a form and format approved by CRD, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.
2. In the event of a Service Level Failure in respect of a Service Level expressly set out in a SOW, Contractor will credit to CRD the applicable Service Level Failure Credit set out in such SOW. Contractor agrees that Service Level Failure Credits compensate CRD in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Failure Credits are only partial compensation for the damage that may be suffered by CRD as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement CRD may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regardless of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by CRD).

ATTACHMENT 2**INSURANCE REQUIREMENTS**

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

7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of this Agreement beyond the end of the Term for an additional one (1) year thereafter.

SAMPLE

ATTACHMENT 3: PERFORMANCE SECURITY

CAPITAL REGIONAL DISTRICT

CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS

CONTRACT ERM2022-006

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(Performance Security)

Letter of Credit No. _____

Amount \$ _____

(Date)

Capital Regional District

625 Fisgard Street, PO Box 1000

Victoria, BC

V8W 2S6

Ladies and Gentlemen:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

In accordance with the Contract for the Collection Services for the Capital Regional District, under Contract ERM2022-006, CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS, we hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK IN VICTORIA), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of twenty five percent (25%) of the First Year (12 months) Contract Value available on demand for 100% value:

Pursuant to the request of our customer _____ we the _____ Bank hereby establish and give you an Irrevocable Commercial Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Draws are to be made in writing (NAME OF BANK).
2. Partial draws may be made.
3. The Bank will not inquire as to whether or not the Capital Regional District has a right to make demand on this Irrevocable Commercial Letter of Credit.

This Commercial Letter of Credit is irrevocable up to sixty (60) days past 30 April 20 ____.

DEMANDS MUST BE MADE NO LATER THAN THE ____ day of _____, 20 ____.

The Demands made under this Letter of Credit are to be endorsed hereon and shall state on their face that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), Letter of Credit No. _____.

Yours truly,

Manager (On behalf of Name of Bank)

ATTACHMENT 4: WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA CERTIFICATE

**Assessment Department Location****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Capital Regional District
625 Fisgard Street
PO Box 1000
VICTORIA, BC V8W 2S6

Date: _____

Person/Business :

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to Date: _____

This firm has had continuous coverage with us since Date: _____

Employer Service Centre
Assessment Department

Clearance Reference #
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

RFP ATTACHMENTS

PART 1	INSTRUCTIONS TO PROPONENTS
PART 2	PROPOSAL
PART 3	COLLECTION SERVICES
PART 4	PAYMENT FOR COLLECTION SERVICES

**REPORT TO ENVIRONMENTAL SERVICES COMMITTEE
MEETING OF WEDNESDAY, SEPTEMBER 28, 2022**

SUBJECT **Hartland Area Road Access Mitigation**

ISSUE SUMMARY

Presentation of options to mitigate the community impact of changing Hartland Landfill's commercial vehicle access from Hartland Avenue to Willis Point Road.

BACKGROUND

The Capital Regional District (CRD) is required to move Hartland Landfill's commercial vehicle access point from Hartland Avenue to Willis Point Road for a number of operational reasons, including safety considerations for landfill staff, commercial vehicles and residents accessing Mount Work Regional Park.

At its May 12, 2021 meeting, the CRD Board recommended that staff prepare a package of Hartland area road access mitigation options costing up to \$4 million, funded by the CRD's Environmental Resource Management division, review these options with District of Saanich staff and area residents, and return to the CRD Board for direction on next steps.

To support a decision on road and recreation enhancement options that the CRD Board will fund and implement, the CRD hired Kirk & Co. as an experienced facilitator to lead the three community associations (Highlands, Prospect Lake and Willis Point) through a collaborative engagement process.

Kirk & Co, in its September 8, 2022 engagement summary (Appendix A), outlined the eighteen community-generated options (Appendix A, pages 12-13) that formed the basis for the final consultation process. The following options were recommended by Kirk & Co., as they received the most community support during the engagement process (in order of popularity):

- Option No. 7: Intersection enhancements where Wallace Road meets Willis Point Road
- Option No. 11: Intersection enhancements where Wallace Drive meets West Saanich Road
- Option No. 14: Intersection enhancements where Hartland Avenue and West Saanich Road meet Interurban Rail Trail/Interurban Road
- Option No. 3: Development of a new parking lot/Mount Work Regional Park access point on Willis Point Road

The following four options also received community support. However, these options will not be considered as part of the \$4 million community fund for reasons outlined below:

- Option No. 5: Passing lane on the uphill portion of Willis Point Road between Wallace Drive and the landfill entrance (safety concerns raised in traffic studies)
- Option No. 4: Renaming portion of Willis Point Road between Wallace Drive and Ross Durrance Road (outside of CRD jurisdiction, requires community request directly to District of Saanich)

- Option No. 9: Winter weather condition road maintenance enhancements (de-icing, plowing, etc.) on Willis Point Road (CRD/District of Saanich have agreed on this measure and it will be funded out of the Hartland Landfill operations budget)
- Option No. 18: Enhanced illegal dumping education for the region and signage in problem areas near Hartland Landfill (to be considered/funded as part of the CRD's Solid Waste Management Plan)

ALTERNATIVES

Alternative 1

The Environmental Services Committee recommends to the Capital Regional District Board:

1. That Kirk & Co.'s recommended community options be approved and funded to a maximum of \$4 million from the 2023 Environmental Resource Management capital budget; and
2. That staff work with the District of Saanich to finalize the identified intersection improvements prior to moving forward with the Willis Point Road parking lot.

Alternative 2

That staff be directed to evaluate additional community options.

IMPLICATIONS

Intergovernmental Implications

The CRD has worked closely with District of Saanich engineering staff to incorporate technical feedback regarding any proposed community options that would result in changes or improvements to District of Saanich roads. District of Saanich staff feedback has been incorporated into the community options that were being considered (Appendix A).

The CRD, through the W̱SÁNEĆ Leadership Council (WLC) Solid Waste Working Group, shared information regarding engagement work that has occurred with Hartland area community associations in relation to the movement of Hartland commercial vehicle (large garbage truck) access to Willis Point Road starting in 2023-24. Feedback to date indicated a need for cultural monitors in place during any required excavation part of the project. In addition, the WLC would like to see a more detailed plan for any parking expansion. Further discussion has been offered by CRD staff, and may result in additional feedback.

Financial Implications

Kirk & Co. recommended community options, in priority order, fit substantially within the Board's recommended funding envelope:

- Intersection Enhancements – \$1.35 million-\$3.9 million (depending on intersection design options)
- Parking Lot/regional park access point on Willis Point Road – \$400,000.

CONCLUSION

The recommended road and recreation community enhancement options are in response to the direction from the May 12, 2021 CRD Board meeting. Upon approval, staff will work closely with the District of Saanich on the proposed intersection enhancements prior to moving forward with the parking lot option, if funding allows.

RECOMMENDATION

The Environmental Services Committee recommends to the Capital Regional District Board:

1. That Kirk & Co.'s recommended community options be approved and funded to a maximum of \$4 million from the 2023 Environmental Resource Management capital budget; and
2. That staff work with the District of Saanich to finalize the identified intersection improvements prior to moving forward with the Willis Point Road parking lot.

Submitted by:	Russ Smith, Senior Manager, Environmental Resource Management
Concurrence:	Larisa Hutcheson, P. Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT

Appendix A: Kirk & Co. Hartland Landfill: Commercial Vehicle Road Access Change Report
(September 8, 2022)



Hartland Landfill: Commercial Vehicle Road Access Change

Engagement Summary with Community Associations

Prepared for the Capital Regional District

Kirk & Co. Consulting Ltd.
301 - 3450 Uptown Boulevard
Victoria, B.C. V8Z 0B9

September 8, 2022

Background

Hartland Landfill is owned and operated by the Capital Regional District (CRD). This multi-purpose facility is a vital component of the region's waste disposal infrastructure to meet the needs of roughly 425,000 residents and businesses throughout southern Vancouver Island. The CRD is working to ensure that the region's solid waste is managed in a safe, secure, and sustainable way now and in the future.

To support these goals, the CRD led the development of the Solid Waste Management Plan (SWMP) in 2019 and its eventual approval in 2021 to prompt discussion about the future vision for the landfill, avenues to explore operational decisions, and opportunities for community engagement.

The CRD is required to move Hartland Landfill's commercial vehicle access point from Hartland Avenue to Willis Point Road for a number of operational reasons, including safety considerations for landfill staff, commercial vehicles and residents accessing Mount Work Regional Park.

Engagement process

To support operational decisions for the road access change, the CRD undertook engagement with community associations and commissioned two study reports. Below is a summary of the engagement led by the CRD:

1. *Traffic Study, Bunt & Associates, 2020*

As part of SWMP considerations for moving the road access to the north end of the landfill site, the CRD commissioned a traffic study to develop a multi-count evaluation of vehicle access by moving either commercial or all vehicles from existing access.

2. *Joint Community Association Meetings, January 2021*

The CRD hosted joint-community association meetings with the three community associations to discuss the potential access changes and asked for written feedback from Willis Point, Prospect Lake, and Highlands community associations. With the feedback provided, a consultation report was presented to the CRD Board in March 2021, which prompted the Board to solicit further feedback from District of Saanich Staff and community members.

3. *Correspondence from Community Associations, October 2021*

The CRD solicited and received correspondence from the three community associations on ideas they thought would best mitigate the impact of commercial traffic to the landfill being rerouted to a new potential entry point on Willis Point Road.

4. *Road and Recreation Enhancement Options, 2021*

Based on recommendations from the Bunt and ISL traffic reports and community associations, the CRD Board directed staff to prepare a package of eighteen potential Hartland-area road and recreation enhancement options. Some or all of these options would be funded through a CRD Board committed-fund of up to \$4M to help mitigate the impact of the commercial road access change. All 18 options were reviewed and approved by the District of Saanich staff.

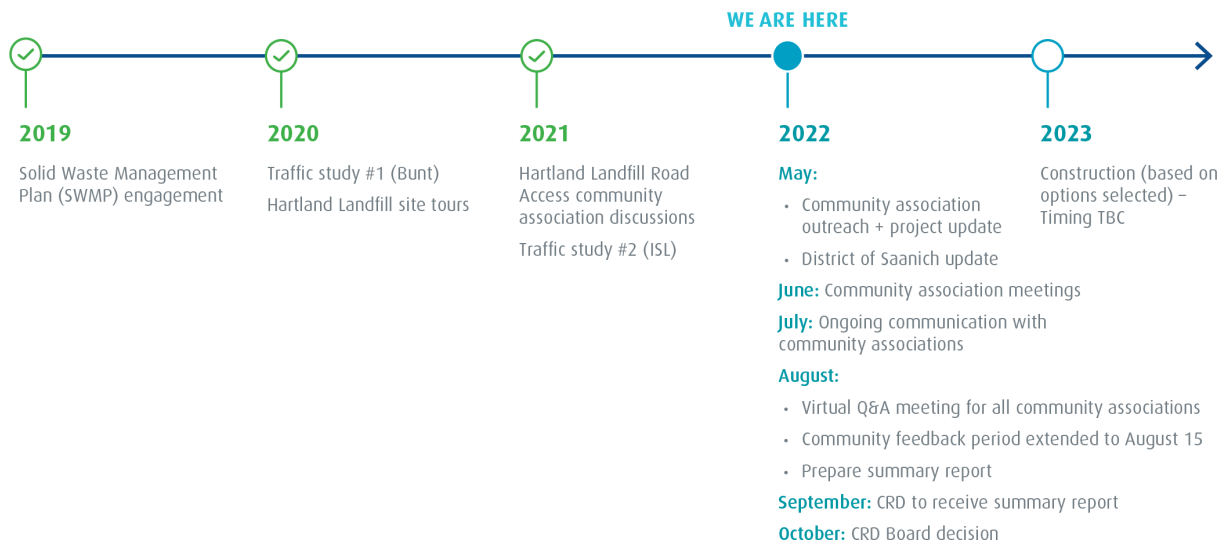
5. *Traffic Study #2, ISL Engineering, 2022*

Based on community feedback and requests for road and recreation enhancements in the consultation report, the CRD commissioned a second traffic study by ISL Engineering (ISL) that investigated intersection improvements with more detail and costed each option. The ISL report also reviewed traffic conditions, evaluated historic collisions, and identified potential safety and operations issues and countermeasures for the study intersections.

Hartland Landfill: Commercial Vehicle Road Access Change – Engagement Summary with Community Associations

To support a decision on road and recreation enhancement options that the CRD Board will fund and implement, the CRD hired Kirk & Co. as an experienced facilitator to lead the three community associations through a collaborative engagement process. This report summarizes the feedback Kirk & Co. received from community associations on where the funds could be allocated.

Hartland Landfill Access Engagement Timeline



From May 25, 2022, to August 15, 2022, Kirk & Co. held a series of meetings with Willis Point Community Association, Prospect Lake District Community Association, and the Highlands District Community Association. The timeline above highlights the engagement with each association. The engagement process included the following:

- May 2022: Kirk & Co. met briefly with the Chairs of each community association to introduce themselves and the scope of engagement.
- June-July 2022: Kirk & Co., alongside representatives from the CRD and ISL, met with each community association. The ISL report and supporting materials were provided to community associations in advance, and meetings were structured to answer questions and provide additional information and context about the upcoming operational landfill access change.

Feedback forms were provided, including a digital feedback form to gather comments from individuals (Appendix 4).

- August 3, 2022: To support additional questions residents had about the intersection improvements, a separate virtual meeting was set up with ISL and the CRD.
- August 15, 2022: The feedback period was open until August 15, 2022, and input was received through the online feedback form and emails sent to rethinkwaste@crd.ca. Kirk & Co. encouraged associations to engage with community members and provided materials and answers to questions where possible to support their independent engagement efforts.

Throughout the process, community engagement materials were developed and distributed to community associations to inform their decision-making process. Materials included:

- Traffic reports created by Bunt & ISL.
- A detailed community association presentation that provides a background on the CRD's engagement to date, colour and context to the traffic reports, the reasoning behind access relocation, areas of jurisdiction for the proposed enhancements, and an overview of feedback avenues to the CRD.

- A table outlining each proposed option detailing the cost, location, and description. Each option has been appropriately costed, except for a few options that were determined unfeasible by the CRD or the District of Saanich (Appendix 2).
- A map that specifies the location of each option (Appendix 3).

The CRD, through the SWMP liaison committee, engaged with the WSÁNEĆ Leadership Council (WLC), shared information about the process and the \$4M community fund and invited feedback from the WLC. Communication and engagement with the WLC and the CRD on the road access change and funding is ongoing through a separate process.

Key themes from engagement

The following are the key themes from Kirk & Co.'s engagement with each community association.

Funds should be used for road enhancements and safety improvements related to the road access change

- The most common theme was to dedicate the funds to alleviate and minimize the direct impact of increased commercial truck traffic on the segments of the road and on the intersections where the trucks will be travelling.

Intersections where commercial trucks will be used should be enhanced

- Intersection enhancements where Wallace Drive meets West Saanich Road, where Wallace Road meets Willis Point Road, and Hartland Avenue and West Saanich Road meet Interurban Rail Trail/Interurban Road.
- These intersections were popular with two of the three community associations because, in their view, they will help ensure safe and expeditious entry and exit to these roads. The associations want to prioritize minimizing backup and congestion, with sufficient collector room to allow cars to queue in the storage lanes without blocking left or right turns. Roundabouts were noted as a preferred option to slow down traffic.

Enhancements along Willis Point Road

- There were several options for improvements or enhancements along Willis Point Road with support from most or all three associations. These include renaming the portion of Willis Point Road (option #4), winter weather condition road maintenance enhancements (option #9) and enhanced illegal dumping education for the region and signage in problem areas near Hartland Landfill (option #18).

Recreational improvements were broadly supported, but disagreement on whether they should be funded through this initiative

- While recreational enhancements (e.g., improved trail signage, expanded parking lots) were supported by all associations, some respondents and one association feel strongly that funding for these improvements should come from a separate budget as those improvements are out of scope for Hartland commercial access relocation.
- Other respondents and one association supported the idea of developing expanded parking facilities at Durrance Lake on Willis Point Road (option #3). Feedback noted that this popular recreation site has limited parking options during the summer months.

General feedback that the funds should not be used to construct bikes lanes due to cost

- The construction of a bike lane as part of the CRD's options package was not generally supported by associations or individual respondents. Community members suggested that a bike lane should be covered by Saanich budgets already planned for improved bicycle access. The CRD enhancements should focus on safety and road enhancements, not recreation.

General feedback on a passing lane on the uphill portion of Willis Point Road between Wallace Drive and the landfill entrance

- Option #5 - a passing lane on Willis Point Road received positive support from one community association and a number of individual respondents. This item was included in the options table for completeness; however, it was communicated to the community associations that the CRD is not putting it forward for decision due to safety concerns. Both the CRD Board and the District of Saanich concur with the decision based on safety concerns raised through previous traffic studies.

There was limited to no support received for the following options

Option #2 – Expansion of parking facilities on Ross Durrance Road for Mount Work Regional Park

Option #6 – Construction of pull-outs on the uphill portion of Willis Point Road between Wallace Drive and the landfill entrance

Option #8 – Implementation of electronic signaling to control commercial vehicle flow from landfill access point onto Willis Point Road

Option #10 – Installation of sound barriers around Hartland Landfill

Option #13 – Enhancement of parking facilities on Hartland Avenue for Mount Work Regional Park

Option #15 – Signage and infrastructure enhancements near the Mount Work Regional Park trailhead on Meadowbrook Road

Option #16 – Siting and construction of a community transfer station for residents in West Shore communities

Option #17 - Additional police enforcement for speeding, illegal dumping, and unsecured loads

A summary of feedback received from each community association can be found in Appendix 1 of this document.

Recommendations based on feedback received

With feedback received through discussion at meetings, written correspondence from community associations and feedback forms, the following options received the most community support (in order of popularity):

Hartland Landfill: Commercial Vehicle Road Access Change – Engagement Summary with Community Associations

Option #7 – Intersection enhancements where Wallace Road meets Willis Point Road

Option #11 – Intersection enhancements where Wallace Drive meets West Saanich Road

Option #14 – Intersection enhancements where Hartland Avenue and West Saanich Road meet Interurban Rail Trail/Interurban Road

Option #3 – Development of a new parking lot/Mount Work Regional Park access point on Willis Point Road

The following four options also received community support. However, these options will not be considered as part of the \$4M community fund because they have been removed due to safety concerns raised in traffic studies (Option #5), it is outside of CRD jurisdiction (#4), the CRD has agreed to the measure outside of the fund (#9), or it will be considered as part of the Solid Waste Management Plan (#18).

Option #5 - Passing lane on the uphill portion of Willis Point Road between Wallace Drive and the landfill entrance

Option #4 – Renaming portion of Willis Point Road between Wallace Drive and Ross Durrance Road

Option #9 – Winter weather condition road maintenance enhancements (de-icing, plowing, etc.) on Willis Point Road

Option #18 – Enhanced illegal dumping education for the region and signage in problem areas near Hartland Landfill

Appendix

Appendix 1 - Community Association Feedback

Below is a summary of additional feedback received through meetings and submissions during the engagement period. Willis Point Community Association is the only association that prepared a letter summarizing their feedback (attached below). Highlands District Community Association confirmed through communication that their feedback was provided to Kirk & Co. during the meeting in early July. Prospect Lake District Community Association confirmed that their feedback was also provided to Kirk & Co. during the meeting in June, in addition to feedback forms that members may have chosen to submit.

Willis Point Community Association

- Electronic signalling at the landfill entrance to Willis Point Road should not go ahead due to the prioritization of trucks over residents who need to use the road for work, school, etc.
- The bike lane should not extend to Ross Durrance Road (removes parking from the lake)
- Roundabout on West Saanich Road to move along, turning truck traffic
- A crosswalk is not necessary on West Saanich Road due to the lack of pedestrians
- Six weeks was not enough time to educate the public and gather feedback from community members on the enhancement options
- ISL traffic report was well done within parameters, but hard to understand technical information
- Trail management and sound barrier should be under Saanich's jurisdiction
- Fire hydrant requested at 280 Willis Point Road
- Bus stops along Willis Point Road should have shelters
- A wide trail should go up the hill on the south side of Willis Point Road to Ross Durrance Lake
- The left storage lane (and the lanes from Wallace Point Road to West Saanich) need to be made longer, given the transfer of truck traffic

Highlands District Community Association

- Frustration that the CRD expected the community associations to communicate the Hartland road access change to their members, and there could be backlash from their members to the association if things don't go well
- Safety concerns if the new entrance were to be eventually used for all residential/commercial traffic
- The potential increased use of Ross Durrance/Millstream Lake Road as a short-cut route is a concern to the community
- If there is to be a new bike lane, what deterrents will be in place to address illegal parking
- Roads through the Highlands are being used as cut-throughs to Saanich and incentivize additional West Shore traffic. A percentage of those people will dump on the way. A north Langford/south Highlands border transfer station where people could drop off garbage and be transferred via highway would be welcomed
- RCMP should be engaged in addressing illegal dumping

Hartland Landfill: Commercial Vehicle Road Access Change – Engagement Summary with Community Associations

- The speed limit on West Saanich should be reduced from Prospect Lake to Wallace Drive due to pedestrian, commercial, and cross traffic to reduce the risk of accidents

Prospect Lake Community Association

- Prospect Lake residents suggested the installation of speed bumps and signage to be installed on Hartland Avenue to improve road safety
- Sidewalk installation on the whole length of Hartland Avenue
- Continued plowing and sanding of Hartland Avenue in the winter
- A left-hand turning lane on West Saanich Road into Red Barn Market
- Regular cleanup of garbage and broken tree branches alongside Hartland Avenue
- Additional police enforcement or speed signs on Hartland Avenue to address speeding
- Repair the existing walkway on Hartland from West Saanich to Mount Work Park, as it is unusable in some places
- An expectation to improve the salting, maintaining, and sanding during winter conditions
- The trail alongside Hartland Avenue hasn't been maintained. The path has been washed out, and kids are forced to bike near the road
- Parking lots at Hartland are overflowing, and expansion is encouraged
- Mitigation efforts should be in place to prevent contamination from heavy vehicles and stormwater runoff from impacting Tod Creek and the wetlands
- Collision data for the Matterhorn Drive intersection should be assessed as well



The Willis Point Community Association, 6933 Willis Point Road, Victoria BC, V9E 2A1

August 9, 2022

Evan Southern
Vice President, Client Services
Kirk & Co. Consulting Ltd.
301 – 3450 Uptown Boulevard,
Victoria B.C. V8Z 0B9

Subject: Hartland Landfill Commercial Access: Community Options Consultations

Dear Mr. Southern,

On behalf of the Willis Point Community Association, I would like to provide you with a summary of feedback that we have received from Willis Point residents with respect to the 18 point “Community Options” paper that was provided to us, along with more detailed traffic mitigation options presented by ISL Engineering. This feedback is based on an Open House community meeting held on July 12 as well as an online discussion with ISL staff on August 3.

Based on discussion and responses at the July 12 meeting, there was a strong consensus that the \$4 million in mitigating measures approved by the CRD Board should be focussed *solely* on alleviating and minimizing the *direct impact* of increased commercial truck traffic on the segments of the road, and on the intersections, where the trucks will be travelling as of 2023. There was also a unanimous view that the first consideration should be safety. Mitigation funds should not be spent on unrelated “nice to have” recreational options that have nothing to do with the transfer of the trucks from Hartland Ave to Willis Point Road. The grab bag of signage, parking lots, bike lanes and other measures that some have proposed but which are outside of the area directly impacted by increased truck traffic should not be funded *from this budget*. While additional parking lots, improved signage and other amenities in nearby parks are important and need to be carefully planned, they are not directly affected by the transfer of commercial traffic and should be instead be funded from the parks budget, if they are considered necessary. It was clear from the comments received that the Willis Point community generally feels that while recreational needs are valid and are important, including improved bike safety, the priority for the funding must go to ensure road safety, alleviation of traffic congestion and choke points, and mitigation of slow and obstructive traffic—all of which will in turn promote road safety.

There was particular concern over the price tag of \$3.1 million for proposed bike lanes, a project that would use over 75% of the allocated \$4 million. Two additional concerns were expressed about the proposal to build bike lanes (a) they would only be widened by 0.6 of a metre (less than 24”), a very high cost for a minimal improvement and (b) they would be extended well beyond the commercial truck turnoff to the Landfill, (apparently as far as Ross Durrance Road), thus directing funding to a portion of the road on which commercial trucks going to the Landfill will not be operating. Given the principle that road mitigation measures should be focussed on the parts of the road *directly affected* by the transfer of commercial truck traffic to the north entrance, we do not support any extension of bike lane widening beyond the Landfill entrance. That said, the community is not opposed to the widening of the existing bike lane from Wallace Drive to the Hartland Landfill north entrance, as long as it does not deny funding to higher-priority actions needed to improve vehicle, cyclist and pedestrian safety at the key



The Willis Point Community Association, 6933 Willis Point Road, Victoria BC, V9E 2A1

intersections of Wallace Drive and West Saanich Road and Wallace Drive and Willis Point Road. It is worth noting that according to ICBC accident statistics supplied by ISL with regard to the three intersections where mitigation measures are being considered, the proposed rerouting of commercial truck traffic will result in commercial trucks being redirected *from the intersection with the fewest accidents* (Hartland and West Saanich) *to the intersection with the highest accident rate* (Wallace and West Saanich). It should be clear, therefore, where the spending priorities must lie.

Feedback from the community also confirms that a “slow truck lane” referenced in the options but dismissed for “safety reasons”, needs to be carefully reconsidered. We believe that a slow vehicle lane on the steeper segments of Willis Point Road will enhance rather than detract from road safety. It is not clear to us why a passing lane would make the road less safe. Heavily loaded, slow-moving trucks going uphill will accumulate traffic, resulting in motorists accessing recreational areas, commuting to the West Shore or accessing Willis Point, attempting to pass on the uphill, a potentially risky situation. It was reported that Saanich was concerned about potential speeding on the road, but what residents are asking is that vehicles be able *to maintain the posted speed limit* of 60 kmh, rather than 40 kmh, which is the posted limit for Hartland Avenue and the speed at which many fully loaded trucks ascend this 9% hill.

While no costing was attached to the options paper for a slow truck lane, we understand from CRD Director Hicks, that the work could be done for about \$800,000, which should be manageable within the \$4 million envelope.

In addition to road improvements funded from the capital budget, there is a need for enhanced maintenance to address the impact of increased commercial truck traffic. This includes snow and ice clearing and control, enforcement of regulations against illegal dumping and regular road clean-up. The Willis Point community undertakes an annual roadside cleanup the length of Willis Point Road right to the intersection with Wallace Drive, but with hundreds of garbage trucks using lower Willis Point Road daily, an annual community cleanup of rubbish will be inadequate given normal spillage. We strongly believe that Hartland Landfill needs to undertake regular cleanups to ensure that litter does not accumulate adjacent to the roadway.

With regard to the timing and cost of construction of a slow truck lane, members of the community have suggested that these should be looked at in the larger context of all work needed on the road. We know that in the next year or so Fortis will be building a RNG pipeline down Willis Point Road (which has already been dug up once to install the sewage line to the Residual Treatment Facility). Given the need to widen the road for a truck lane, plus possible widening of the existing bike lanes, plus the need to build the Fortis pipeline alongside the road, the construction of a slow truck lane could be considered in the broader plans for the road, taking into account all the needs for construction and widening, making most efficient use of budgets. It is important to note that the construction of a slow truck lane would not alter the speed limit on Willis Point Road, which would continue to be enforced on an as-needed basis. Traffic studies and the need for an additional lane on the steepest uphill segments should take into account the large number of Greater Victoria residents accessing Durrance Lake in summer at a time when trucks will be on the Willis Point hill travelling to the north Landfill entrance.

While we were presented with various options for the intersections at the junctions of Willis Point and Wallace, and Wallace and West Saanich, it is impossible for laypeople to recommend which option (stop signs, roundabout or traffic lights) is the safest, since the traffic consultants themselves declined to do



The Willis Point Community Association, 6933 Willis Point Road, Victoria BC, V9E 2A1

so. However, the bottom line is that we want to ensure safe and expeditious entry and exit to those roads, while minimizing back up and congestion given the already-high accident rate. If stop signs are to be installed it is vital that there be sufficient collector room to allow cars to queue in the storage lanes without blocking left or right turns. This applies to all right and left turns at both intersections, in all directions on Willis Point Road, Wallace Drive and West Saanich Road. Roundabouts have the advantage of slowing traffic (particularly southbound traffic on West Saanich Road, where vehicles pick up speed when going downhill toward the intersection with Wallace), although we recognize they are more expensive. We note that traffic lights are likely not needed at this intersection until at least 2030.

Finally, there is wide community support to change the name of the lower section of Willis Point Road to something that more suitably reflects the use of the road (Mount Work Parkway has been suggested). This change would also remove the name "Willis Point" from the section of the road that accesses the Landfill, thus eliminating any potential stigma of association between the Willis Point community and Hartland Landfill, a stigma that could potentially affect property values. We recognize this is a decision for Saanich but would ask for CRD support in raising and supporting the issue with Saanich. This change can be done at minimal costs since there are no residences on this section of the road. The only property that would need to be redesignated is the Residual Treatment Facility for sewage that has recently be given the address of 280 Willis Point Road.

In summary, the Willis Point community believes that priority for allocation of funding must go to safety and traffic alleviation measures in areas directly impacted by the transfer of truck traffic, rather than to unrelated recreational concerns. A slow truck lane needs to be reconsidered as an essential safety feature to allow cars to maintain the posted speed limit. It could be considered as part of any reconstruction of the road for a gas pipeline and/or widening the existing bike lanes as far as the north entrance to the Landfill, (but no further). Unrelated recreational enhancements are desirable but should be funded from a separate budget. Increased maintenance budgets outside the \$4 million capital budget envelope will also be needed to deal with ice and snow, illegal dumping and litter from trucks. Any redesign of the intersections needs to ensure safety in accessing both Wallace Drive and West Saanich Road with no significant obstruction of traffic. Given that Willis Point Road is the sole means of access to our community, WPCA members have a strong stake in the way in which this road is managed in future, notwithstanding the fact that the affected intersections and truck usage segments are physically located in Saanich. Given that the CRD represents both the wider region as well as the Willis Point component of the Juan de Fuca Electoral District, we hope this community input will be given support and sympathetic consideration by CRD elected officials and staff.

A handwritten signature in blue ink, appearing to read "DK", followed by a long horizontal flourish.

Daniel Kenway
Chair Willis Point Community Association
chair@willispoint.ca

Appendix 2 – Community Options Table

HARTLAND LANDFILL COMMERCIAL ACCESS – COMMUNITY OPTIONS

■ – Road infrastructure

▲ – Recreation

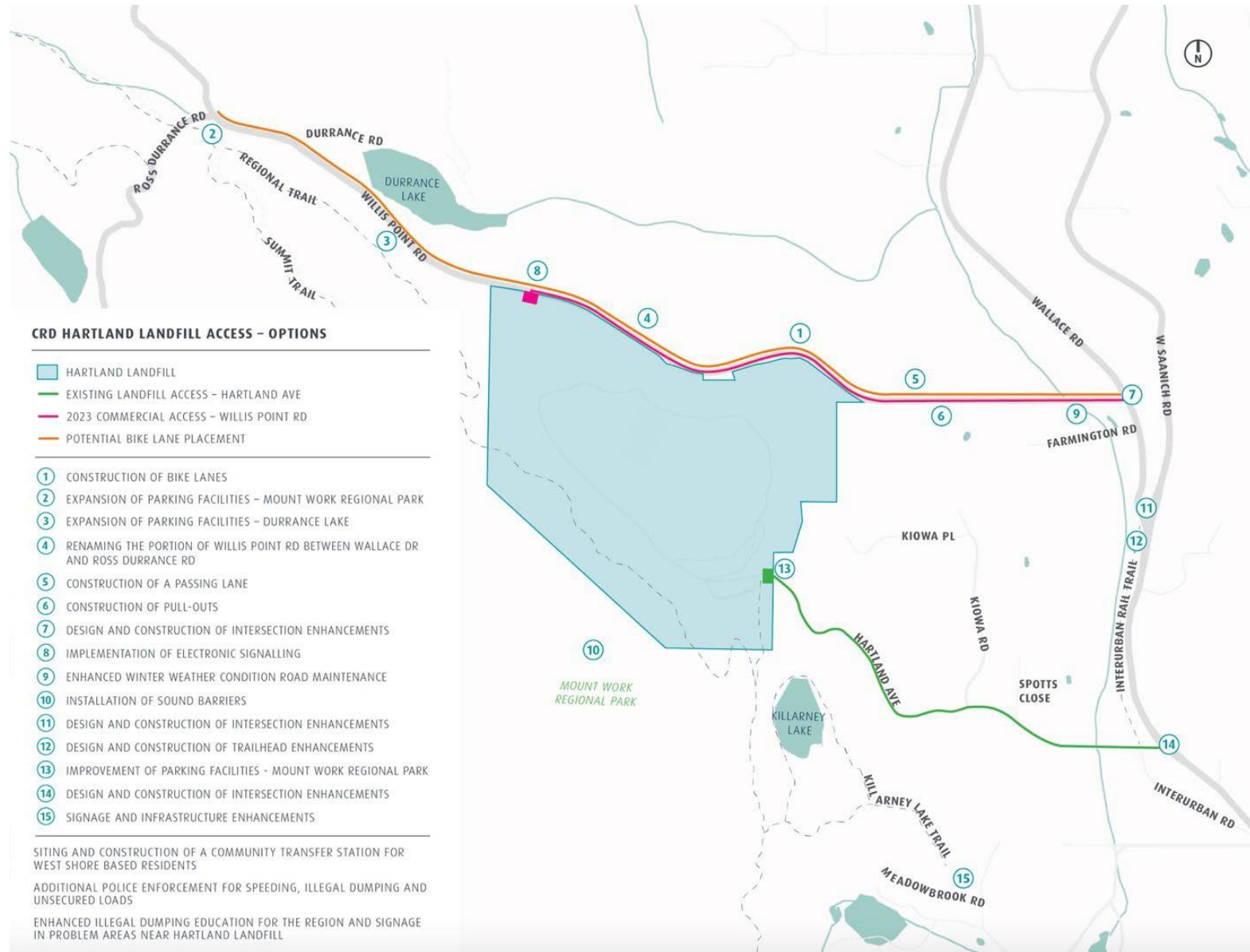
● – Other

PROPOSED OPTIONS	COST	NOTES
 1 Bike lanes – Construction of bikes lanes on Willis Point Road between Wallace Drive and Ross Durrance Road	\$3.1M (\$1.55M per side)	Cost includes widening Willis Point Road and extending the shoulder to accommodate a painted bike lane on either side of the road
 2 Parking facilities – Expansion of parking facilities on Ross Durrance Road for Mount Work Regional Park	\$400,000	Cost includes site clearing and expanding the current gravel parking area
 3 Parking facilities – Development of a new parking lot/Mount Work Regional Park access point on Willis Point Road	\$400,000	Cost includes site clearing and a graded gravel parking area
 4 Renaming road – Renaming portion of Willis Point Road between Wallace Drive and Ross Durrance Road	<i>N/A – this item is not costed</i>	District of Saanich jurisdiction
 5 Passing lane – Construction of a passing lane on the uphill portion of Willis Point Road between Wallace Drive and the landfill entrance	<i>N/A – this item is not costed</i>	The CRD Board directed staff not to pursue this option due to safety concerns.
 6 Pull out – Construction of pull-outs on the uphill portion of Willis Point Road between Wallace Drive and the landfill entrance	<i>N/A – this item is not costed</i>	This option has not been explored further due to safety concerns (similar to option #5)
 7 Intersection – Intersection enhancements where Wallace Road meets Willis Point Road	Option 1: \$207,000 Option 2: \$1.4M (includes mini roundabout)	Concept details are available in the ISL traffic report (page 44)
 8 Electronic signalling – Implementation of electronic signalling to control commercial vehicle flow from landfill access point onto Willis Point Road	\$250,000	Concept details are available in the ISL traffic report (page 44)
 9 Road maintenance – Winter weather condition road maintenance enhancements (de-icing, plowing, etc.) on Willis Point Road	\$75,000 per year	**CRD will be funding this maintenance for both Hartland Avenue and Willis Point Road on an ongoing basis as part of regular operations, separate from the community options package

Hartland Landfill: Commercial Vehicle Road Access Change – Engagement Summary with Community Associations

PROPOSED OPTIONS	COST	NOTES
 10 Sound barriers – Installation of sound barriers around Hartland Landfill	<i>N/A – this item is not costed</i>	Noise associated with landfill is currently controlled through restricted operating hours
 11 Intersection – Intersection enhancements where Wallace Drive meets West Saanich Road	Option 1: \$560,000 Option 2: \$782,000 (signal) Option 3: \$1.9M (roundabout)	Concept details are available in the ISL traffic report (page 42)
 12 Trailhead – Enhancement of trailhead where the Interurban Rail Trail crosses Wallace Drive	<i>Costed as above in option #11</i>	Concept details are available in the ISL traffic report (page 44)
 13 Parking facilities – Enhancement of parking facilities on Hartland Avenue for Mount Work Regional Park	\$400,000	Cost is approximate. Concept details to be developed with CRD Parks in alignment with Mount Work Regional Park's forthcoming management plan
 14 Intersection – Intersection enhancements where Hartland Avenue and West Saanich Road meet Interurban Rail Trail/Interurban Road	Option 1: \$584,000 Option 2: \$605,000 (equestrian height buttons)	Concept details and drawings are available in the ISL traffic report (page 45)
 15 Signage and infrastructure – Signage and infrastructure enhancements near the Mount Work Regional Park trailhead on Meadowbrook Road	\$25,000	Cost includes trailhead signage, roadside signage and a waste receptacle at the trailhead. Long-term parking options are being considered by CRD Parks as part of Mount Work Regional Park's forthcoming management plan
 16 Community transfer station – Siting and construction of a community transfer station for residents in West Shore communities	<i>N/A – this item is not costed</i>	Siting of transfer stations falls under the work of the broader Solid Waste Management Plan
 17 Police enforcement – Additional police enforcement for speeding, illegal dumping and unsecured loads	<i>N/A – this item is not costed</i>	District of Saanich jurisdiction
 18 Enhanced illegal dumping education and signage – Enhanced illegal dumping education for the region and signage in problem areas near Hartland Landfill	<i>N/A</i>	Illegal dumping education is an ongoing action within the Solid Waste Management Plan

Appendix 3 – Hartland Landfill Map



Appendix 4 – Community Feedback Form



Community Association Feedback Form

The Capital Regional District (CRD) is seeking community feedback on proposed mitigation options as commercial vehicle access to Hartland Landfill relocates in 2023.

Please provide your feedback to the questions below. The feedback we receive will help inform the prioritization of options for the CRD.

1. What is your local community association?

2. What are the top five options from the attached options table ("Hartland Landfill Commercial Access – Community Options") that you would like to see implemented? (Please include the option number)

3. In your view, should the CRD prioritize road improvements or recreational options?

4. Any other questions or input you would like to provide?
