



REQUEST FOR PROPOSALS

RFP NO. PW 23-03

PROVISION OF SERVICES FOR OPERATION OF TRANSFER STATION AND PROCESSING OF YARD AND GARDEN WASTE STREAM

DATE OF ISSUE: October 6, 2023

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- A: Professional Services Agreement
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- C: CRD Bylaw No. 2736

1 INTRODUCTION

The Township of Esquimalt (The Township) is inviting interested and qualified firms to submit proposals for the operation of a transfer station and processing of yard and garden waste stream. The Proponent will be expected to undertake:

- Operation of transfer site;
- Hauling of material collected at transfer site to processing site;
- Processing of material collection; and
- Disposal of material collected.

2 BACKGROUND

In response to the ban of yard and garden waste stream at Hartland Landfill, the Township and the Town of View Royal (TVR) have provided a service to their residents for the disposal and processing of this waste stream. The waste stream has consisted of the following:

- Leaves
- Grass clippings
- Soft garden materials
- Branches up to 75 mm in diameter
- Material delivered in an unsorted manner

This service is provided by both municipalities for their residents. The definition of resident is a person or persons residing within the boundaries of either the Township or TVR which is confirmed by proof of residency (i.e. driver's license, utility bill with a valid address). This definition does not include:

- Non-resident property owners hauling from a residential or commercial property within the Township of TVR
- Residents of the Township or TVR that operate a commercial hauling or lawn/garden business

Under the current contract, the Township has provided a location for the transfer station. This location is at 605 Canteen Road. The site has the following features:

- Water service
- Storm water service
- Sanitary service to the northwest corner by the access point
- Electrical service
- Two access points
- Asphalt surface
- Total available space is approximately 774 square metres

See Appendix B for site plan.

Since 2011 the Township has collected information on usage of the site. This information is contained in the following table.

Year	Township Resident Visits	TVR Resident Visits	Commercial Visits	Tonnage Removed from Transfer Station
2011	9,387	3,355	761	958
2012	15,559	5,614	1,588	2,157
2013	24,248	8,178	558	390
2014	28,454	9,467	502	2,013
2015	22,740	9,348	467	2,185
2016	23,595	10,528	337	2,268
2017	25,475	13,958	324	2,240
2018	17,780	7,695	106	1,746
2019	14,322	10,612	84	1,774
2020	16,290	10,852	35	2,179
2021	16,338	10,641	61	2,078
2022	19,491	11,902	38	2,002

The number of visits in the table from 2012 to 2017 may reflect increased usage by non-residents due to breakdown of the resident tracking system.

3 SCOPE OF WORK

Through the RFP process, the Township is looking to select a Proponent to provide, operate and maintain the following activities:

1. Operation of the transfer station
2. Transportation of materials deposited at the transfer station to the processing site
3. Operation of the processing plant
4. Disposal of the processed material

1) Operation of Transfer Station

a. Provision of a transfer station

- i. The current site at 605 Canteen Road may be utilized by the Proponent. If 605 Canteen Road is utilized by the Proponent, the Proponent will be responsible for the repair of any damages to the chain link fences, gates, railings, concrete walls, and asphalt surfaces due to their use and operation of the land.
- ii. A site within the boundaries of the Township or TVR may be utilized if the site meets zoning requirements.
- iii. A site outside of the boundaries of the Township or TVR may be utilized if it meets the zoning requirements and is within 10 km of the location of the Township of Esquimalt Municipal Hall (1229 Esquimalt Road).

b. Transfer Station Operation

i. Safe Operation

1. The Proponent shall ensure the safe operation of the transfer station.
2. Provide an environment for residents that is timely, safe, and convenient for the delivery of yard and garden waste stream materials.

- ii. Acceptable Materials
 1. Unsorted material
 2. Leaves
 3. Grass clippings
 4. Soft garden materials
 5. Wood that is up to 75 mm in diameter
- iii. Ownership of Materials
 1. The Proponent shall take ownership and responsibility of the lawn and garden waste stream materials deposited at the site.
 2. If the site receives any waste or other material at the transfer station that is not expressly authorized to be received under this Contract, the Proponent will be responsible for the prompt disposal of the material in accordance with applicable Acts, Bylaws or other requirements.
- iv. Odor, Dust and Noise Control
 1. Residential areas located within the close proximity to the 605 Canteen Road site or another site must not be affected by the odor, dust or noise from the transfer station.
 2. Maximum storage for materials deposited at the transfer station shall not exceed 72 hours.
 3. The Proponent shall decide the interval for removal of materials deposited at the transfer station.
 4. Maintain a clean site that minimizes dust and odor.
- v. Site Operation
 1. The site is to be always kept secure from unauthorized entry.
 2. Provide a methodology for controlling usage of the site to Township and TVR residents only. If the Preferred Proponent wants to provide services to commercial haulers, they can but this service will not be included in the costs associated with this Contract. Be responsible for electrical, telephone, water costs associated with the operation of the 605 Canteen Road site. If another site is offered by the Proponent, the Proponent is responsible for all costs to service the site.
 3. The Proponent will not construct any improvement to the 605 Canteen Road location without prior written consent of the Township.
- vi. Record Keeping
 1. The Proponent will be responsible for providing site usage information to the Township monthly.
 2. Information that shall be supplied will include:
 - a. How many Esquimalt residents utilized the transfer station?
 - b. How many View Royal residents utilized the transfer station?
 - c. How many tonnes of material were hauled from the transfer station to the processing site?
 - d. If commercial haulers are allowed to utilize the 605 Canteen site, how many utilized the transfer station?
- vii. Hours of Operation
 1. The hours of operation are to be determined by the Proponent.
 2. The minimum hours of operation shall be:
 - a. Year round
 - b. Monday to Saturday

- c. For an eight (8) hour period from the morning to evening (i.e. 8:00 am to 5:00 pm).
3. The Proponent will identify if they intend to operate the transfer station on Sundays and/or Statutory Federal/Provincial holidays.
4. Should there be a cold weather or snow event and/or other event that effectively halts all yard and garden waste deliveries, the Proponent may choose to close at their discretion with notice provided to the Township.

2) Transportation of Materials

- a. The Proponent shall ensure that they meet all the requirements of the Motor Vehicle Act and other statutes for the transportation of material from the transfer station to the processing site.
- b. Provide designed and licensed vehicles and equipment for the transportation of materials.

3) Operation of Processing Site

- a. The Proponent shall provide a processing site that can carry out the processing of the materials collected from the transfer station.
- b. The site must meet zoning requirements of the jurisdiction it is in.
- c. The site must be capable of processing the material collected to the requirements of the CRD Bylaw 2736.
- d. If the site has the capacity to process the material to a higher standard than that set in the CRD Bylaw 2736, the Proponent may present this information in their proposal submission.

4) Disposal of Processed Material

- a. Once the material has been processed, the Proponent shall be responsible for the disposal of the material ensuring it meets requirements of the Ministry of Environment, local jurisdictions in which it will be disposed of and other Acts or Bylaws in place.

5) Other Requirements

- a. Prime contractor
 - i. For this Contract, the Proponent shall be designated to be the "Prime Contractor" for activities related to the fulfillment of this Contract.
 - ii. Prime Contractor is as defined under WorkSafe BC.
 - iii. The Proponent shall be responsible for meeting all the requirements associated with this role.
- b. Ability to Carry Out Work
 - i. The Proponent shall furnish satisfactory evidence that demonstrates that they have the qualifications, competence, and relevant experience to perform all the Work.
 - ii. The Proponent shall provide and maintain all the necessary equipment for the operation of the transfer station, transportation, processing, and disposal of the material covered under this Contract.
 - iii. The Proponent shall provide personnel that have been trained to carry out duties at the transfer station, transportation, processing, and disposal of the material covered under this Contract.

6) Insurance

- a. The Proponent shall be responsible for providing documentation to demonstrate that they meet the requirements of insurance as detailed in the Service Agreement.

7) Township Responsible for

- a. Providing the location of 605 Canteen Road if the Proponent wishes to utilize this location as a transfer station. Providing irrigated landscaping and maintenance along the road frontage of 605 Canteen Road.
- b. Providing irrigated landscaping and maintenance along the road frontage of 605 Canteen Road.
- c. Using all reasonable effort to respond promptly to any communication from the Proponent.

4 SCHEDULE

The proposed schedule for this work is as follows:

Issue RFP	October 6, 2023
Inquiries Deadline	October 17, 2023
Proposal Submission Deadline	October 27, 2023, at 2 pm
Contract Award	November 6, 2023
Transfer station ready for operation	January 3, 2024

5 AVAILABLE INFORMATION

The following information is available to the Proponent:

- Professional Services Agreement – Appendix A
- Site plan for 605 Canteen Road – Appendix B
- CRD Bylaw No. 2736 – Appendix C

6 PROPOSAL INQUIRIES

All inquiries should be written and directed to:

Ken Gawryluk
Public Works Manager
Email: ken.gawryluk@esquimalt.ca
Phone: (250) 414-7158

7 PROPOSAL REQUIREMENTS

The Proponent shall provide three proposal copies to The Township. The following format and sequence should be used to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a. **Title Page** – including Request for Proposal title and number, proponent's name and address, telephone number, email address and contract representative.
- b. **Letter of introduction** signed by the person or persons authorized to sign on behalf of the proponent, briefly stating the proponents understanding of the services required, benefits they bring to the project, the commitment to perform the services as requested.
- c. **Table of contents** including page numbers.

- d. **Executive Summary** of the key features of the proposal.
- e. **Understanding of the Scope of Work** – develop a narrative demonstrating the proponent’s clear understanding of the objectives and expected deliverables of the work. Detail any assumptions the proponent has made preparing the proposal. Include any other services not identified in the Scope of Work. In the proposal, the scope of work should be segregated into sections that are clearly linked to the tasks laid out in the Request for Proposal.
- f. **Work Plan and Methodology** – the proposal shall include a clear and concise methodology for the completion of the work detailed in the Scope of Work. An operations plan to how the transfer station will be operated in a safe and efficient manner. A usage control plan to how demonstrate how site access will be limited to Township and TVR residents only. An example to how the information on usage will be presented to the Township and timing for delivery of this information. A plan detailing the hours of operations to meet minimum requirements and increased hours if the Proponent wants to increase the hours of operation. Provide documentation that confirms that the processing plant meets the CRD requirements as outlined in Bylaw 2736. Clarification of any items which are to be excluded from the Terms of Reference that may be perceived by the Township to be part of the scope of work.
- g. **Term of Contract** – the term of the contract is three (3) years. At the end of the three (3) years, the Township and preferred proponent will enter into negotiations for the possible extension of the contract for two (2) one-year extensions.
- h. **Qualifications and Experience** – the proponent shall provide information that demonstrates their firm has the qualifications and capacity to undertake this work. The information should highlight how the proponent has been involved in similar types of work and their relevant experience. Provide a minimum of 2 to maximum 5 past work experience. Information should provide details on past works the proponent has completed that are like the works detailed in the Request for Proposal and demonstrate the proponent’s suitability. If a sub-contractor is to be utilized, this information should also be supplied.
- i. **References** – Provide a minimum of 3 to maximum 5 references. Information should provide details on past service provisions the proponent has completed that are like this service provision and demonstrate the proponent’s suitability. Each reference shall contain name of the contact person, position of contact person held in previous project, telephone number and email address, description of service carried out, and overall cost of the service provided.
- j. **Cost** – the proponent shall provide a cost for the items detailed in the Scope of Work section on a yearly basis.
- Year 1 will be from January 1, 2024 to December 31, 2024.
 - Year 2 will be from January 1, 2025 to December 31, 2025.
 - Year 3 will be from January 1, 2026 to December 31, 2026.
 - Year 4 will be a negotiated rate between the Township and the preferred proponent prior to the end of year 3.
 - Year 5 will be a negotiated rate between the Township and the preferred proponent prior to the end of year 4.
- k. **WCB Documentation** – Proponents will provide information that details their standing with WorkSafe BC and their ability to undertake this work.

- I. **Insurance** – Provide information that details the proponent’s ability to secure insurance that meet the requirements of the request for proposal.

8 EVALUATION CRITERIA

The following criteria outlined below will be utilized in the evaluation of the proposals.

- **Cost of three-year contract = 40 points** – The ranking will be based on comparisons of the three-year cost between proponents.
- **Location of the Transfer Station = 20 points** – The location of the transfer station will be based on proximity to 1229 Esquimalt Road.
- **Capacity and Experience = 15 points** – The ranking will be based on: a) comparison of capacity and experience between proponents, b) ability to meet the requirements of Bylaw No. 2736, and c) ability to undertake the role of Prime Contractor.
- **Operations/Safety/Usage Plans for Transfer Station = 10 points** – The ranking will be based on plans submitted for the operation, usage control and provision of a safe drop-off environment for residents.
- **Hours of Operation = 10 points** – The ranking will be based on number of days, hours, and statutory holidays that the Transfer Station will be open.
- **Past Performance of Proponent as Determined by References = 5 points**

9 PRIME CONTRACTOR DESIGNATION

The successful proponent shall be considered the Prime Contractor for this work. The Proponent shall be solely responsible for construction safety at the work site and to the extent required by applicable construction safety legislation, regulations, and codes, including the Workers Compensation Act and applicable regulations, and by good work practices.

10 GENERAL INSTRUCTIONS FOR THE PROPONENTS

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

- 10.1 The Corporation of the Township of Esquimalt expressly reserves rights to the following:
 - 10.1.1 To accept any proposal.
 - 10.1.2 To reject any and/or all irregularities in the proposal submitted.
 - 10.1.3 To reject any and/or all proposals.
 - 10.1.4 To accept a proposal that is not the lowest cost.
 - 10.1.5 To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be necessary in the circumstances.
 - 10.1.6 To work with any participant whose proposal, in the opinion of management, is in the best interest of the Township.
 - 10.1.7 To cancel or re-issue the RFP.

10.2 All proposals must be submitted to the Engineering Department, on the 3rd floor of the Esquimalt Municipal Hall, 1229 Esquimalt Road. Proposals are to be in one sealed envelope or appropriate packaging containing THREE (3) copies, addressed to:

**Public Works Manager
Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, BC V9A 3P1**

The name and address of the Proponent must appear on the outside of the packaging, the packaging must display the Request for Proposal title, due date and time.

Friday, October 27, 2023 2:00 PM local time

- 10.3 A proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 10.4 Any proposal received after the hour and date specified will not be considered and will be returned unopened.
- 10.5 Telephoned, e-mailed and faxed proposals will not be accepted.
- 10.6 Modification of a proposal after the RFP closing date will result in the return of the proposal.
- 10.7 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 10.8 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 10.9 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 10.10 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If The Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 10.11 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.

- 10.12 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.
- 10.13 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.
- 10.14 If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.
- 10.15 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.
- 10.16 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.
- 10.17 The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.
- 10.18 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.
- 10.19 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by The Township. Submissions shall contain any information requested in the Request for Proposal in the general manner laid out in the RFP including attachments as necessary.
- 10.20 The Proponent shall indemnify and save harmless The Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defence expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of The Township's property or facilities.
- 10.21 The Proponent shall waive all rights or subrogation or recourse against The Township as a result of the granting of this contract or the use of The Township's property or facilities.
- 10.22 The Proponent shall indemnify and pay The Township promptly, on demand for any loss or damage to The Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 10.23 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.

10.24 The Proponent must be registered and remain in good standing, throughout the terms of this contract with the WorkSafe BC and will be required to provide evidence of same.

10.25 INSURANCE

The Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to The Township with an insurer licensed in British Columbia:

10.25.1.1 Comprehensive General Liability Insurance \$2,000,000

The Proponent shall provide and maintain Comprehensive General Liability Insurance with a minimum limit of \$2,000,000 and for bodily injury, death and property damage. Such policy shall include:

10.25.1.2 The Township and its officers, employees, officials, agents, representatives and volunteers as additional Insured.

10.25.1.3 Cross liability and a waiver of subrogation or recourse against The Township.

10.25.1.4 Thirty (30) days prior written notice of cancellation or reduction in coverage in favour of The Township, to be delivered by registered mail to the attention of the Risk Manager at the address of Municipal Hall.

10.25.1.5 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.

10.25.1.6 The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.

10.25.1.7 The Township shall be under no obligation to verify that the coverage outlined in Clause 9.25.2 is adequate for the needs of the Proponent.

10.26 The successful Proponent will enter into a contract in the format as in the attached in Appendix A, including all conditions included in the RFP.

10.27 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

10.28 BEST OFFER

10.28.1 The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.

10.28.2 A contract is formed only when the owner issues a purchase order to the selected Proponent who has submitted the Best Offer.

**APPENDIX A
PROFESSIONAL SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

Dated this ___ day of ___, 2023

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Esquimalt, BC V9A 3P1

("The Township")

OF THE FIRST PART

AND:

("Contractor")

OF THE SECOND PART

- A. The Township wishes to retain services of the Contractor, for the [Click here to enter text.](#) as specified in the attached Schedule "A".
- B. The Contractor, in order to perform the services as described in the attached Schedule "A", has the skill, training, and technical knowledge expected of a properly qualified and experienced person in a work environment.
- C. The Contractor is willing to provide the services as described in Schedule "A" for the fees as outlined in Schedule "B".

The Parties agree as follows:

1.0 AGREEMENT

1.1 Attached hereto and forming part of this Agreement are:

- 1. Schedule A – Services
- 2. Schedule B – Terms of Payment
- 3. Schedule C – Certificates of Insurance
- 4. Schedule D – Prime Contractor

2.0 DEFINITIONS

In this Agreement:

- 2.1 "**Fees**" means the fees to be paid by The Township to the Contractor as set in the Terms of Payment, Schedule "B".
- 2.2 "**Services**" means those services to be provided by the Contractor in accordance with Schedule "A".

"**PSAB**" means Public Sector Accounting Board.

3.0 TERM

- 3.1 This Agreement commences on [Click here to enter text.](#) and ends upon completion of the Services to the full satisfaction of The Township, which completion shall not be later than [Click here to enter text.](#)

4.0 **SERVICES**

- 4.1 The Contractor shall provide the Services described in the attached Schedule “A” entitled [Click here to insert name of project](#). (the “**Project**”).
- 4.2 The Contractor shall comply with all reasonable requirements established by The Township for the performance of the Services, including but not limited to value, security, safety, emergency procedures, and access.
- 4.3 The Contractor shall exercise the degree of care, skill, and diligence normally provided by professional Contractors in the performance of services in respect of projects of a similar nature to those services required under this Agreement.
- 4.4 The Township and the Contractor, by agreement in writing, may from time to time, make changes to the Services by altering, adding to, or deducting from the scope of the Services. The time for completion of the Services shall be adjusted accordingly. All Services shall be executed under the conditions of this Agreement.

5.0 **INVOICING**

- 5.1 Invoices are to be addressed to the Financial Services Department, The Township of Esquimalt, 1229 Esquimalt Road Esquimalt B.C., V9A 3P1.
- 5.2 The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- 5.3 **Taxes must be shown separately** on the invoice.
- 5.4 The invoices must conform to The Township’s *PSAB* requirements.

6.0 **PAYMENT**

- 6.1 The Township agrees to pay the Contractor in accordance with the provisions of Schedule “B”.
- 6.2 The Township shall not pay any amount exceeding [Click here to enter text](#) (excluding applicable taxes) in Canadian funds, unless prior written authorization has been obtained by the Contractor from The Township.
- 6.3 Where changes have been made to the Services in accordance with Clause 4.4, The Township and the Contractor may adjust the payment schedules accordingly.

7.0 **CONTRACTOR**

- 7.1 The Parties acknowledge that the Contractor is an independent contractor and is not the agent, servant, or employee of The Township. The Contractor shall pay for any required Workers’ Compensation coverage for any employee employed by it in the performance of Services under this Agreement and shall be solely responsible to remit any amounts that may be owing to the Government of Canada for GST, Income Taxes, Employment Insurance and Canada Pension Plan contributions.

8.0 **SUB-CONTRACTORS**

- 8.1 The Contractor may not hire any Sub-Contractor without the prior approval of The Township. The Township shall be entitled to inquire as to the credentials and qualifications of the Sub-Contractor and satisfy itself that the Sub-Contractor is a suitable party to provide services in connection with this Agreement.
- 8.2 The Contractor shall be responsible for all services under this Agreement even if the Sub-Contractors are approved by The Township.
- 8.3 For Sub-Contractors retained by the Contractor and approved by The Township, the Contractor shall bind the Sub-Contractor to the terms of this Agreement.

9.0 **INFORMATION AND PROPRIETARY RIGHTS**

- 9.1 The Township agrees to provide the Contractor with such information as may be reasonably required by the Contractor in the performance of the Services.
- 9.2 Any information collected or generated by the Contractor in the course of the performance of the Agreement is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), as well as all other regulation requirements governing the management of personal information.
- 9.3 The Contractor agrees that all data, information, and material provided to the Contractor by The Township are and shall be confidential, both during and after the term of this Agreement. The Contractor acknowledges that this is a fundamental term of this Agreement and the Contractor and its officers, directors, and employees will not directly or indirectly disclose or use at any time any confidential information acquired in the course of performing this Agreement. All provided data, reports, and material shall be returned to The Township upon termination of the Agreement.
- 9.4 All material prepared or assembled by the Contractor in connection with this Agreement and the Services shall be the property of The Township. This includes all reports, drawings, sketches, designs, plans, specifications, media copy, logos, questionnaires, tapes, computer applications, photographs, and other materials of any type whatsoever. Proprietary software supplied by the Contractor is excluded.
- 9.5 Copyright and all such material shall belong exclusively to The Township and, whenever requested by The Township, the Contractor shall execute any and all applications, assignments, and other instruments which The Township deems necessary in order to apply for and obtain the copyright to any part of the work produced by the Contractor and in order to assign to The Township the sole and exclusive copyright in such work.

10.0 **LEGAL REQUIREMENTS**

- 10.1 The Contractor shall ensure that the Services comply with all relevant legislation, including codes, bylaws, and regulations, as well as The Township's policies and procedures. Where there are two or more laws, bylaws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

11.0 **INDEMNITY AND INSURANCE**

- 11.1 The Contractor shall indemnify and save harmless The Township, its officers, agents, and employees against all third party claims, demands, actions, losses, expenses, costs or damages of every nature and kind whatsoever which they may incur or suffer as a result of the negligence of the Contractor or its officers, agents, or employees in the performance of this Agreement.
- 11.2 The Contractor shall maintain, in full force and effect with insurers licensed in the Province of British Columbia the following insurance:
1. Comprehensive General Liability Insurance in respect to the services and operations of the Contractor for bodily injury and/or property damage with policy limits of not less than \$2,000,000 per occurrence. The Township shall be added as an additional insured.
 2. Certificates evidencing the existence of the policies shall be provided to The Township by the Contractor upon request and evidence of renewal shall be provided to The Township not less than thirty (30) days prior to the expiry dates of the policies.
 3. The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the required insurance during the term of this Agreement.
 4. If The Township wishes, because of its particular circumstances, or otherwise to increase the amount of coverage of the aforementioned insurance policy, or to obtain other special insurance coverage, then the Contractor will cooperate with The Township to obtain increased or special coverage at The Township's expense.

12.0 **BREACH OF CONTRACT**

- 12.1 Where The Township determines that the performance by the Contractor of the obligations in this Agreement is not in accordance with this Agreement, The Township may require the Contractor by written notice to remedy such deficiency at the Contractor's sole expense and within seven (7) days of the giving of notice.
- 12.2 If such deficiency is not remedied to the satisfaction of The Township, The Township shall have the right, but shall be under no obligation, to remedy the deficiency to its satisfaction at the sole expense of the Contractor.
- 12.3 The Contractor shall be liable for all costs incurred by The Township to remedy such deficiency including, but not be limited to, all legal fees and disbursements on a solicitor and own client (full indemnity) basis.

13.0 **SUSPENSION OF AGREEMENT**

- 13.1 The Township may suspend the Contractor's services at any time upon seven (7) days written notice.
- 13.2 The Township shall pay all Fees due to the Contractor accrued to the time of suspension, but payment of all other Fees may at The Township's sole discretion be suspended.
- 13.3 The Township shall not be responsible to pay any fees incurred by the Contractor during the period of any suspension unless the Contractor satisfies The Township, before incurring any such fees, of the necessity for the same and provides The Township with such documentation as may be required by The Township in support of the claim for fees.

14.0 **TERMINATION OF AGREEMENT**

- 14.1 The Township may terminate this Agreement by giving seven (7) days notice in writing, if the Contractor
1. fails to fully complete the Services within the time limited by the Agreement, or
 2. fails to complete the Services to the satisfaction of The Township, or
 3. becomes insolvent, or
 4. commits an act of bankruptcy, or
 5. abandons the Project, or
 6. assigns the Agreement without the required written consent, or
 7. has any conflict of interest that may, in the opinion of The Township, have an adverse effect on the Project.
- 14.2 The Township may terminate this Agreement upon seven (7) days written notice to the Contractor if funds are not available for completion of the Services or if The Township abandons the Contract.
- 14.3 The Township shall, in the event of termination of this Agreement, pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, as well as all reasonable fees incurred up to the date of termination. The Township shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or any other losses suffered, either directly or indirectly, by the Contractor as a result of the termination of this Agreement.
- 14.4 The Contractor may terminate this Agreement upon seven (7) days written notice to The Township if any invoice payable by The Township to the Contractor for services in accordance with the terms of this Agreement remains unpaid for a period in excess of sixty (60) days upon receipt.
- 14.5 The Contractor agrees that termination or suspension of this Agreement or a change to the Services to be provided under this Agreement in accordance with clause 4.4 does not relieve or discharge the Contractor from any obligation under the Agreement or imposed upon it by law with respect to the Services or any portion of Services that it has completed.

15.0 **TERMINATION FOR CONVENIENCE**

- 15.1 The Township may terminate this Agreement at any time upon thirty (30) days written notice to the Contractor, whereupon The Township shall be liable for any Contractor's fees and expenses for satisfactorily completed work up to the date of termination and not thereafter.

16.0 **DISPUTE RESOLUTION**

- 16.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach may, upon the agreement of both parties, be referred to either:
1. Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties;
- or
- 16.1 2. Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Commercial Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the choice shall be referred to the British Columbia Supreme Court for decision. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Commercial Arbitration Act* of British Columbia.

17.0 FORCE MAJEURE

- 17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental actions, act of public authority, Act of God, or to any other cause beyond its control except labour disruptions.
- 17.2 In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 17.3 Should force majeure event last longer than thirty (30) days either party may terminate this Agreement by notice in writing without further liability, expense or cost of any kind.

18.0 NOTICES

- 18.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by mail or email, addressed as follows:

The Corporation of the Township of Esquimalt
Attention: Joel Clary
1229 Esquimalt Road
Esquimalt BC V9A 3P1
Phone: (250) 250-414-7130
Email: joel.clary@esquimalt.ca

To the Contractor at:

- 18.2 Such notice shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed, or the day following the day the notice is sent by fax or email.
- 18.3 Either party may, at any time, give notice in writing to the other of any change of address or other contact information.

GENERAL

19.0 ASSIGNMENT

- 19.1 The Contractor shall not, without the prior written consent of The Township, which consent may be withheld at the discretion of the Township, assign the benefit or in any way transfer the obligations of this Agreement.

20.0 TIME OF ESSENCE

- 20.1 The Services must be provided within the time limits as herein specified.

21.0 GOVERNING LAW

- 21.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of British Columbia. The Courts of British Columbia shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

22.0 PURCHASE ORDER

- 22.1 Purchase Order does not supersede and take precedence over the terms and conditions in this Agreement.

23.0 **SEVERABILITY**

23.1 Should any term or portion of this Agreement be found to be invalid or unenforceable the remainder shall continue to be valid and enforceable.

24.0 **WAIVER**

24.1 The Township may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other contractor.

25.0 **EXECUTION**

25.1 No work shall be performed by the Contractor until the Agreement has been executed by both parties hereto.

26.0 **ENTIRE AGREEMENT**

26.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

The parties hereto have executed this Agreement as of the day, month and year first above written.

Contractor Name

Corporation of the Township of Esquimalt

Per: _____

[Click here to enter name.](#)

[Click here to enter title.](#)

Per: _____

Joel Clary, P. Eng., PMP
Director of Engineering & Public Works

Per: _____

Corporate Officer

Schedule "A"

Services

Schedule "B"

Terms of Payment

Schedule "C"

Certificates of Insurance

Schedule "D"

Prime Contractor Agreement



**TOWNSHIP OF ESQUIMALT
CONTRACTOR COORDINATION**

JOB SITE HAZARD IDENTIFICATION - PRIME CONTRACTOR APPOINTED

Date: _____

Contractor: _____ Phone: _____

Contractor Representative (Print Name) _____ Phone: _____

Township of Esquimalt Representative (Print Name) _____

Contractor Safety Representative (Print Name) _____ Phone: _____

Project Description: _____

Address/Area of Project: _____

Date Start _____ End _____

Type of Project

- Prime Contractor Appointed - Single Employer Workplace**
- Prime Contractor Appointed - Multiple Employer**

Name of Person Designated to Supervise Workers:

Checklist of Known Hazards:

Hazard	Status	Comments
Asbestos/Lead	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Bio-Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Chemicals	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Danger Trees	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
De-Energization / Lock-out	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Excavations	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Falling Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Fire Hazards	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Overhead Power Lines	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Personal Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Public Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Toxic Process Gases	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Underground Utilities Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Traffic Control	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working Alone or in Isolation	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working at Heights over 3 m	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

Other Items Identified

Specific Recommendations/Special Precautions

Is any additional information or notes attached? If so, please describe.

This form is only intended to notify the *Contractor* of the hazards that the Township of Esquimalt is aware of at this site. This form is not intended to instruct the *Contractor* in how to control or eliminate the known hazards identified above. The *Contractor* on site is still responsible for performing a detailed Hazard Identification and Hazard Assessment for the site as per the requirements of WorkSafeBC (WSBC) regulations. The *Contractor* shall at all times comply with all applicable Acts, Regulations, Standards and By-laws.

All safety related Incidents/Accidents required to be reported to WorkSafeBC need to be reported to the Township of Esquimalt *Contract Administrator* and Site Inspector immediately.

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Contractor Acknowledgement of Receipt of This Form

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Schedule 4



**TOWNSHIP OF ESQUIMALT
CONTRACTOR COORDINATION**

CONFIRMATION OF CONTRACTOR RESPONSIBILITIES
This form must be completed and signed before work begins

Date _____

Project Description: _____

Tender Ref #: _____

Please select one of the following and complete the relevant section(s) of this form

- Type A - Prime Contractor Single Employer Workplace**
- Type B - Prime Contractor - Multiple Employer Workplace/Includes Sub-Contractors**
- Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator**

Contractor _____

Contractor Representative _____ Job Title _____

Person Designated Responsible for Coordination of Safety: _____

Contact #: _____

Township of Esquimalt Representative: _____

Job Title: _____ Contact # _____

Type A and B - Prime Contractor Appointed - The Contractor

Acknowledges the appointment as Prime Contractor	<input type="checkbox"/> yes <input type="checkbox"/> no
Attends necessary pre-construction safety meetings (documented)	<input type="checkbox"/> yes <input type="checkbox"/> no
Determines the boundaries of the workplace, and ensure that only workers of one employer perform duties with-in those boundaries (Type A only)	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> n/a
Is responsible for identifying and complying with any and all applicable Acts, Regulations, Standards and By-laws. The Contractor shall also understand that the WSBC OH&S Regulation and/or any other applicable Acts or Standards shall be adhered to at all times and supersede any direction from the City and it representatives.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards and By-laws.	<input type="checkbox"/> yes <input type="checkbox"/> no

Accepts that written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Will conduct an inspection of the worksite to identify any hazards before starting any work on site.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall communicate all known hazards to any person who may be affected and ensure that appropriate measures are taken to effectively control or eliminate all hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Must submit a Notice of Project to WorkSafeBC (WSBC)and submit a copy to the Township of Esquimalt as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall report any and all injuries or incident required by regulation to WorkSafeBC. The <i>Contractor</i> shall also report these incidents to the Township of Esquimalt <i>Contract Administrator</i> .	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> must be on the Township of Esquimalt approved <i>Contractor</i> list and will submit a copy of their formal Occupational Health and Safety program and site specific safe work procedures where required.	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has provided a current "WSBC Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has appointed a qualified coordinator responsible for project safety and provided the Township of Esquimalt with their name and contact information in writing	<input type="checkbox"/> yes <input type="checkbox"/> no
Type B Only	
The Prime <i>Contractor</i> has identified and provided to the Township of Esquimalt the names of all other employers and or sub- <i>Contractors</i> working on the project	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> has or will notify all sub- <i>Contractors</i> of all know and foreseeable hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> will meet all obligations under the WorkSafeBC Act and Regulations for coordinating a multiple employer workplace.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> shall be responsible for regular inspections and ensuring that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator

Township of Esquimalt Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must

Acknowledge that the Township of Esquimalt is the Prime <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Attend and coordinate pre-construction meetings as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Determine the boundaries of the workplace, and ensure that all <i>Contractors</i> works within those boundaries	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that the <i>Contractor</i> and/or the Municipal Qualified Coordinator have conducted an inspection of the worksite to identify any hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Identify and communicate all known hazards the <i>Contractor</i> and ensure that appropriate measures are taken to effectively control or eliminate the hazards to the health and safety of all persons at the worksite	<input type="checkbox"/> yes <input type="checkbox"/> no
Confirm that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Complete the Job Site Hazard Identification Form with the <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Submit a Notice of Project to WorkSafeBC as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Conduct regular inspections and ensure that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> is on the Township of Esquimalt Approved <i>Contractor</i> List	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> has provided a current "Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no

Type C - The Contractor Must

Identify and Comply with any and all applicable Acts, Regulations, Standards and By-laws. The <i>Contractor</i> shall also understand that the WorkSafeBC OH and S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.	<input type="checkbox"/> yes <input type="checkbox"/> no
Immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards	<input type="checkbox"/> yes <input type="checkbox"/> no
Provide written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Report any and all injuries or incident required by regulation to WorkSafeBC and to the Township of Esquimalt	<input type="checkbox"/> yes <input type="checkbox"/> no
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

Contractor Representative Name (print) _____

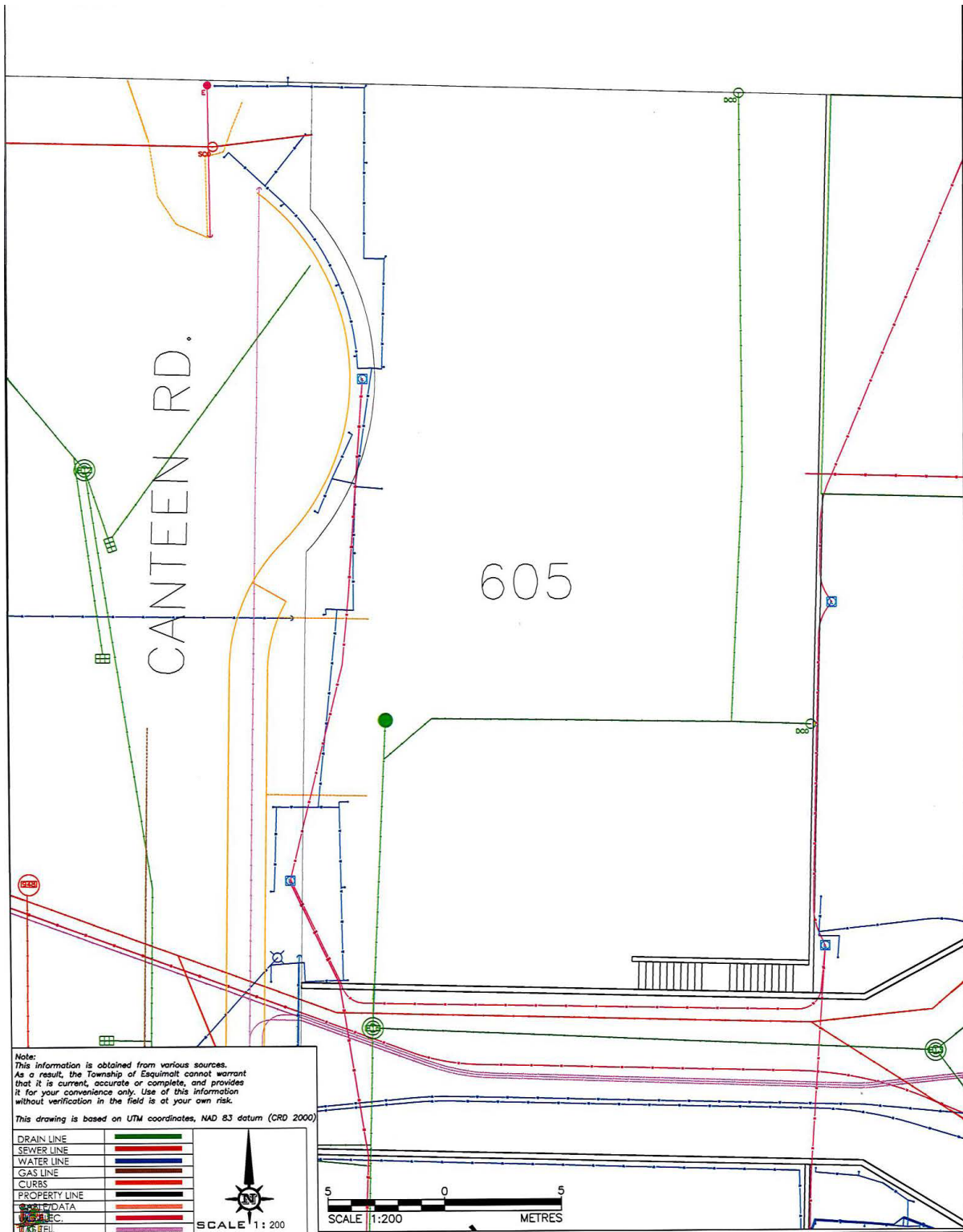
Contractor Representative Signature _____

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

APPENDIX B
SITE PLAN – 605 CANTEEN ROAD

Site Plan – 605 Canteen Road



APPENDIX C
CRD BYLAW NO. 2736

**CAPITAL REGIONAL DISTRICT
BYLAW NO. 2736**

**A BYLAW TO REGULATE THE OPERATION OF COMPOSTING FACILITIES
IN THE CAPITAL REGIONAL DISTRICT**

WHEREAS:

- A. The Board of the Capital Regional District established a service to manage municipal solid waste and recyclable material, by Bylaw No. 2654, "Solid Waste Disposal Local Service Establishment Bylaw No. 1, 1991, Amendment Bylaw No. 1, 1999";
- B. Under Section 25 (3) of the *Environmental Management Act*, the Capital Regional District may make bylaws regulating the operation of a site, works or facility, including those identified specifically or by class in a Waste Management Plan, that is used for the management of municipal solid waste or recyclable material;
- C. The Capital Regional District has undertaken consultations with affected stakeholders, has indicated its intention to adopt this bylaw in its Waste Management Plan and has obtained the written consent of the Minister of Water, Land and Air Protection to the adoption of this bylaw;

NOW THEREFORE the Board of the Capital Regional District in open meeting assembled enacts as follows:

SECTION 1 – DEFINITIONS

- 1.1 The definitions in the *Environmental Management Act* and the Organic Matter Recycling Regulation, not already defined in the bylaw and so far as the terms defined can be applied, extend to this bylaw.
- 1.2 The following terms, words and phrases when used in this bylaw shall have the meanings set forth in this section, whether appearing in capital or lower case form.

"agricultural waste" means agricultural waste that is subject to the Code made under the Agricultural Waste Control Regulation, B.C. Reg. 131/92, which includes all plant- and animal-derived organic materials generated directly as a result of an agricultural activity of a farm operation, as defined in the *Farm Practices Protection Act*, but does not include:

- a) human or animal food waste that is diverted from residential, commercial or institutional sources;
- b) waste materials derived from non-agricultural operations; or
- c) wood waste derived from land clearing, construction or demolition.

"application" means a request for one of the following:

- a) a recycler licence (Class 1, 2 or 3 or a provisional recycler licence)
- b) to amend, add or delete a term or condition of a recycler licence
- c) to change the activity that is the subject of a recycler licence
- d) to renew a recycler licence

"backyard composting" means the composting of food waste or yard waste, or both, at a site where

- a) the food waste or yard waste is generated by the residents of a residential dwelling unit; and
- b) the annual production of compost does not exceed 20 cubic metres.

"biosolids with general organic matter" means those materials prescribed in Table 2 of Schedule F of this bylaw that may be composted on an impermeable surface (windrows or static pile) or in-vessel.

"Board" means the Board of the Capital Regional District.

"bylaw enforcement officer" means the chief bylaw enforcement officer or a bylaw enforcement officer or an assistant bylaw enforcement officer of the CRD.

"Class 1 composting facility" means a facility composting general organic matter on an impermeable surface or in-vessel.

"Class 2 composting facility" means a facility composting biosolids with general organic matter on an impermeable surface or in-vessel.

"Class 3 composting facility" means a facility composting restricted organic matter with either or both general organic matter or biosolids with general organic matter in-vessel.

"Class 1 recycler licence" means a licence to operate a Class 1 composting facility.

"Class 2 recycler licence" means a licence to operate a Class 2 composting facility.

"Class 3 recycler licence" means a licence to operate a Class 3 composting facility.

"compost" means a product which is:

- a) a stabilized earthy matter having the properties and structure of humus;
- b) beneficial to plant growth when used as a soil amendment;
- c) produced by composting; and
- d) only derived from organic matter.

"compostable materials or feedstock material" means those materials set out in Tables 1, 2 and 3 of Schedules E, F and G of this bylaw that are suitable for composting.

"composting" means the controlled biological decomposition through the biological oxidation of organic matter to a matured stage for a Class 1 or Class 2 composting facility or the curing stage for a Class 3 composting facility, but does not mean the application of unprocessed organic matter to the ground.

"composting facility" means a facility that:

- a) processes organic matter to produce compost; or
- b) receives and grinds, blends or processes organic matter prior to shipping to another site for composting.

"CRD" means the Capital Regional District.

"curing" means the further maturing of organic matter that has undergone the rapid initial stage of composting into a humus-like material.

"discharge" means to directly or indirectly introduce a substance into the environment by spilling, disposing of, abandoning, depositing, leaking, seeping, pouring, draining, emptying or by any other means.

"discharger" means the owner or operator of a composting facility or a licensee.

"drywall" means gypsum board or wallboard.

"enactment" means any applicable act, regulation, bylaw, order or authorization by a Federal, Provincial, regional or municipal government or its authorized representatives.

"Environmental Management Act" means the *Environmental Management Act* of the Province of British Columbia or any legislation that replaces the *Environmental Management Act*.

"general manager" means the general manager, or his or her deputy, of the CRD Environmental Services department.

"general organic matter" means those materials prescribed in Table 1 of Schedule E of this bylaw that may be composted on an impermeable surface (windrows or static pile) or in-vessel.

"impermeable surface" means a surface which:

- a) has a permeability rating of no greater than 1×10^{-7} cm per second; and
- b) has been designed and sealed by a professional engineer to ensure that there is no onsite discharge of leachate to the environment.

"in-vessel," in relation to composting, means any composting method where composting materials are contained in a closed reactor or vessel:

- a) in which conditions such as moisture, temperature and oxygen levels can be closely monitored and controlled; and
- b) which has been designed and sealed by a professional engineer to ensure that there is no discharge of leachate to the environment or nuisance created.

"leachate" means:

- a) effluent originating from organic matter being received, processed, composted, cured or stored at a composting facility;
- b) precipitation, stormwater, equipment wash water or other water which comes into contact with the organic matter being received, processed, composted, cured or stored;
- c) precipitation, stormwater, equipment wash water or other water which mixes with leachate at a composting facility; or
- d) effluent originating from organic matter upon storage.

"licensee" means a person who holds a recycler licence.

"matured," with respect to composting, means:

- a) the compost has passed through the mesophyllic and thermophilic composting stages; and

- b) biological decomposition of the compost has occurred to a sufficient degree that the product meets the requirements of this bylaw and has beneficial value to plant growth.

"mesophyllic stage" means the biological decomposition of organic matter characterized by active bacteria which are favoured by a moderate temperature range of 20°C to 45°C; and is associated with a moderate rate of decomposition and stabilization.

"odour" means smells which are ill-smelling, disgusting, offensive, nauseous or obnoxious.

"order" means an order issued by the solid waste manager.

"organic matter" means materials that are suitable for composting under this bylaw unless excluded by municipal, Provincial or Federal enactments or orders that prohibit or restrict composting or composting methods.

"pathogen" means an organism capable of causing disease in humans, plants or animals.

"phase 1" means the receiving and blending, grinding, mixing and initial rapid phase of composting of all restricted organic matter through the mesophyllic and thermophilic stages of composting.

"phase 2" means curing for a minimum of twenty-one (21) days after having completed the mesophyllic and thermophilic stages.

"pollution" means the presence in the environment of substances or contaminants that substantially alter or impair the usefulness of the environment.

"premises" means any land or building or facility or site or works or any part thereof.

"proven technology" means any in-vessel composting technology in use at an appropriate scale for at least two (2) years which is capable of meeting the requirements of this bylaw.

"provisional recycler licence" means a licence issued for one (1) year for the operation of an in-vessel composting facility not using proven technology.

"qualified professional" means a person who:

- a) is registered in British Columbia with his or her appropriate professional association, acts under that professional association's code of ethics and subject to disciplinary action by that professional association; and
- b) through suitable education, experience, accreditation and knowledge may be reasonably relied on to provide advice within his or her area of expertise.

"recycler licence" means a licence to operate a Class 1, Class 2 or Class 3 composting facility and includes a waste stream management licence as defined in the *Environmental Management Act*.

"residential dwelling unit" means a property which is used primarily for the purpose of a residence by persons on a permanent, temporary or seasonal basis.

"restricted organic matter" means those materials prescribed in Table 3 of Schedule G of this bylaw that must be composted in-vessel only for phase 1.

"site" means any premises that are used in the operation of a composting facility.

"Solid Waste Management Plan" means the solid waste management plan of the CRD as revised.

"solid waste manager" means the manager of solid waste, or his or her deputy, appointed by the general manager.

"solid waste officer" means an officer appointed by the general manager.

"stabilized" means organic matter that has completed the phase 2 process.

"substance" includes any solid, liquid and/or gas.

"thermophilic stage" means the biological decomposition of organic matter characterized by active bacteria which are favoured by a high temperature range of 45°C to 75°C; and is associated with a high rate of decomposition and stabilization.

"vector" means a rodent, bird, fly or mosquito or other animal or insect carrier that ingests or conveys garbage, odour, micro-organisms and/or pathogens from one location to another.

"waste" means any substance that is discharged or discarded, directly or indirectly, to the environment.

"wastewater" is any water emanating from the composting process, including process water, wash water, compost leachate and effluent.

"watercourse" means

- a) a river, stream, creek, waterway, lagoon, lake, spring, swamp, marsh or other natural body of water; or
- b) a canal, ditch, reservoir or other man-made surface feature, whether it contains or conveys water continuously or intermittently.

SECTION 2 – APPLICATION AND EXEMPTION

2.1 This bylaw applies to the operation of composting facilities within the Capital Region unless otherwise exempted by this bylaw or another enactment.

2.2 Despite subsection 2.1, this bylaw does not apply to:

- a) agricultural waste composting;
- b) backyard composting;
- c) topsoil producers who handle and use straw/sawdust/animal manure mixes or other stabilized organic matter, or soil conditioners; or
- d) the composting of organic matter which originates at the site of the composting operation.

SECTION 3 – LICENCE APPLICATION

3.1 A person who operates a composting facility as of the date this bylaw comes into effect shall obtain a recycler licence or provisional recycler licence within one (1) year of the date the bylaw comes into effect.

3.2 A person shall not commence operation of a composting facility without first obtaining a recycler licence or provisional recycler licence in accordance with this bylaw.

3.3 Despite subsections 3.1 and 3.2, a recycler licence is not required for a Class 1 composting facility unless subsection 6.3 of this bylaw applies.

3.4 Required Information

An applicant for a recycler licence shall provide to the solid waste manager, on initial licence application, the following information as outlined in Schedule A of this bylaw:

- a) the types and quantities of organic matter to be composted each year;
- b) an odour management plan;
- c) a leachate management plan;
- d) a vector, litter and dust management plan;
- e) the maximum tonnage of feedstock and compost to be stored at any one time; and
- f) municipal/electoral area approval.

3.5 Provisional Recycler Licence

Applicants wishing to use other than proven technology for in-vessel composting shall apply for a one year provisional licence using the form attached to this bylaw as Schedule A. On initial application, the following information must be provided to the solid waste manager:

- a) the types and quantities of organic matter to be composted each year;
- b) an odour management plan;
- c) a leachate management plan;
- d) a vector, litter and dust management plan;
- e) the maximum tonnage of feedstock and compost to be stored at any one time; and
- f) municipal/electoral area approval.

3.6 Licence Fee

The applicant for a recycler licence shall pay to the CRD the applicable application fee set out in Section 8.

3.7 Leachate Management Plan

A leachate management plan provided under subsection 3.4 or 3.5 shall:

- a) stipulate how leachate generated from any and all stages of the composting process will be minimized, managed, treated or disposed; and
- b) be prepared and sealed by a qualified professional who has experience with leachate control.

3.8 Odour Management

3.8.1 An odour management plan provided under subsection 3.4 or 3.5 shall:

- a) show how the generation of odours detectable beyond the boundary of the parcel on which the composting facility is located will be prevented; and
- b) be prepared and sealed by a qualified professional who has experience with odour management systems.

3.8.2 For the purposes of subsection 3.8.1, all contiguous parcels owned by the same person shall be considered to be a single parcel.

3.9 Vector, Litter and Dust Management

A vector, litter and dust management plan provided under subsection 3.4 or 3.5 shall show how the composting operation will be managed:

- a) to control vectors;
- b) to keep the site free of litter and garbage; and
- c) to prevent the emission of dust (spores or other particulates) from the site.

3.10 Additional Requirements

The solid waste manager may require additional information with respect to management plans that he or she considers necessary for the protection of human health and the environment, and may specify particular concerns or questions that the management plans must address.

3.11 Performance Security

3.11.1 An applicant for a recycler licence shall submit to the solid waste manager, at the time of application, security in the form of an irrevocable letter of credit, or a combination of an irrevocable letter of credit and surety bond, in an amount calculated in accordance with the amounts set out in Schedule B of this bylaw, which may be used by the CRD in accordance with Schedule B of this bylaw to provide security that:

- a) in the event that the licensee fails to comply with the terms and conditions of the recycler licence or this bylaw, the default may be corrected; and
- b) in the event of closure, the site will be cleared of any abandoned compostable materials.

3.11.2 Where the security is provided by way of a combination of a letter of credit and a surety bond, the amount of the letter of credit shall not be less than 50% of the total security required under this bylaw.

3.11.3 If, at any time, a licensee's surety bond is withdrawn or cancelled, the licensee shall immediately provide alternative financial security in accordance with Schedule B of this bylaw.

3.11.4 If, at any time, notice is provided by the surety provider that a licensee's letter of credit will be withdrawn, the CRD may draw down on the letter of credit if the licensee fails to replace it at least seven (7) days before the proposed cancellation date.

3.11.5 The solid waste manager may suspend or cancel a recycler licence if a licensee fails to comply with the requirements of this subsection.

3.12 Licence Amendments

3.12.1 A licensee who proposes to implement an operational change to the operation of a composting facility, as described in Section 1.3 of Schedule C of this bylaw, shall apply for an amendment to the recycler licence in the form attached to this bylaw as Schedule A, and shall provide such information, drawings and specifications as may be required under Schedule A of this bylaw.

3.12.2 A licensee must obtain the amendment to the recycler licence prior to implementing the changes referred to in subsection 3.12.1.

3.13 Licence Types

A person proposing to:

- a) compost general organic matter prescribed in Table 1 of Schedule E of this bylaw shall obtain a Class 1 recycler licence if subsection 6.3 of this bylaw applies;
- b) compost biosolids with general organic matter prescribed in Table 2 of Schedule F of this bylaw shall obtain a Class 2 recycler licence;
- c) compost restricted organic matter prescribed in Table 3 of Schedule G of this bylaw shall obtain a Class 3 recycler licence.

SECTION 4 – ISSUANCE OF A RECYCLER LICENCE

4.1 Issuance

Recycler licences will be issued by the solid waste manager.

4.2 Term of Licence and Renewal

- 4.2.1 Subject to subsection 4.2.3, the term of a recycler licence is five (5) years from the date of issuance.
- 4.2.2 A licensee may apply to the solid waste manager for renewal of a recycler licence upon payment of the fees set out in Schedule C of this bylaw.
- 4.2.3 The term of a provisional recycler licence is one (1) year.
- 4.2.4 A provisional recycler licensee may apply for a one-time, one-year renewal. The licensee shall apply for a renewal of a provisional recycler licence prior to expiry of the licence, in accordance with the procedures set out in Schedule C of this bylaw.

4.3 Refusal to Issue

The solid waste manager will not issue a recycler licence for a composting facility which does not comply with this bylaw, local applicable land use, zoning and other bylaws or Federal and Provincial enactments applicable to the operation of the composting facility.

4.4 Cancellation or Suspension

The solid waste manager may suspend or cancel a recycler licence for any violation of, or non-compliance with, the terms and conditions of the recycler licence, or this bylaw or where the composting facility does not comply with Federal or Provincial enactments applicable to the operation of the composting facility.

4.5 Licence Transfer

- 4.5.1 A recycler licence may not be transferred or assigned without the solid waste manager's written consent.

4.5.2 The solid waste manager may withhold consent under subsection 4.5.1 where there is an ongoing violation of this bylaw or any enactment applicable to the operation of the composting facility.

4.6 No Representation

The issuance of a licence under this bylaw is not a warranty or representation by the CRD that the composting facility is in compliance with this bylaw or any other enactment nor that the discharger will not cause harm to the environment.

SECTION 5 – STORAGE AND COMPOSTING REGULATIONS

- 5.1 A discharger shall not store compostable materials for use in relation to a composting facility except in accordance with Schedule B of this bylaw.
- 5.2 Every discharger shall operate a composting facility in accordance with the composting regulations as set out in Schedule D of this bylaw and with the leachate management, odour management and vector, litter and dust management plans submitted in accordance with Section 3 of this bylaw. If the leachate management, odour management and vector, litter and dust management plans contain any provision that conflicts with Schedule D of this bylaw, that provision of the plan does not apply.

SECTION 6 – GENERAL REGULATIONS

- 6.1 No discharger shall operate a Class 1, Class 2 or Class 3 composting facility in a manner that creates or results in litter, dust (spores or other particulates), odours or vectors so as to pose a risk to public health or the environment or constitute a public nuisance.
- 6.2 No discharger shall operate a Class 1, Class 2 or Class 3 composting facility that creates or results in the discharge of leachate.
- 6.3 Owners or operators of Class 1 composting facilities will not be required to obtain a recycler licence or a provisional recycler licence unless the discharger of the composting facility is convicted of an offence under the bylaw.
- 6.4 If a discharger required to obtain a licence under the provisions of 6.3 is not convicted of an offence under this bylaw for five (5) years after obtaining the licence, then that discharger will not be required to renew the recycler licence.
- 6.5 A licensee shall operate a composting facility in accordance with the terms and conditions of a recycler licence or a provisional recycler licence.

SECTION 7 – ENFORCEMENT

- 7.1 The general manager, the solid waste manager, a solid waste officer or a bylaw enforcement officer may enforce the provisions of this bylaw.
- 7.2 The solid waste manager, a solid waste officer or a bylaw enforcement officer may, at any reasonable time and upon presentation of proof of his or her identity, enter upon premises to ascertain whether the terms of a recycler licence or provisional recycler licence have been or are being complied with or the regulations of this bylaw are being observed.

- 7.3 Nothing in this bylaw shall be interpreted as restricting the powers of a bylaw enforcement officer, a solid waste officer or the solid waste manager under the *Environmental Management Act* and its regulations.

SECTION 8 – FEES AND CHARGES

- 8.1 The Board hereby imposes the fees set out in Schedule C of this bylaw.
- 8.2 Every person who applies for or who holds a recycler licence or provisional recycler licence issued under this bylaw shall pay the applicable fee or fees set out in Schedule C of this bylaw.
- 8.3 Every person who applies for a licence renewal shall pay a licence renewal fee as set out in Schedule C of this bylaw.
- 8.4 Every person who applies for a licence amendment shall pay a licence amendment fee as set out in Schedule C of this bylaw.

SECTION 9 – OFFENCES AND PENALTIES

- 9.1 No person shall do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- 9.2 A person who contravenes this bylaw is guilty of an offence and is liable to a fine up to a maximum of \$200,000.
- 9.3 The penalties imposed under subsection 9.2 hereof shall be in addition to and not in substitution for any other penalty or remedy imposed by this bylaw or any other statute, law or regulation.
- 9.4 Nothing in this bylaw shall limit the CRD from pursuing any other remedy that would otherwise be available to the CRD at law.
- 9.5 A separate offence shall be deemed to be committed upon each day during and on which the contravention occurs or continues.

SECTION 10 – APPEAL

- 10.1 A person affected by a decision of the solid waste manager under this bylaw may appeal the decision to the general manager by advising the general manager in writing of the order or requirement being appealed from and setting out the reason for the appeal and attaching any relevant documents.
- 10.2 The written notice of appeal under this section must be delivered to the general manager within thirty (30) days of the decision from which the appeal is made.
- 10.3 The matter will be reviewed by the general manager pursuant to subsection 10.4.
- 10.4 Upon considering the matter under appeal, the general manager may:
- a) confirm, reverse or vary the decision under appeal; and
 - b) make any decision that the general manager considers appropriate.

- 10.5 An appeal under this section does not operate as a stay or suspend the operation of the decision being reviewed unless the general manager orders otherwise.

SECTION 11 – GENERAL

- 11.1 No person shall hinder or prevent the general manager, a solid waste manager, a solid waste officer or a bylaw enforcement officer from entering any premises or from carrying out his or her duties with respect to the administration of this bylaw.
- 11.2 Where the Board has authority to direct that a matter or thing be done by a person, the Board may also direct that, if the person fails to take the required action, the matter or thing shall be done at the expense of the person in default in accordance with Section 269 of the *Local Government Act*. If action in default is taken, the Board may recover the expense from the person, together with costs and interest at the rate prescribed under Section 11 (3) of the *Taxation (Rural Area) Act*, in the same manner as municipal taxes.
- 11.3 The schedules annexed to this bylaw are an integral part of this bylaw.
- 11.4 If any provision of this bylaw is found to be invalid by a court of competent jurisdiction, it may be severed from the bylaw without affecting the validity of the remainder of the bylaw.
- 11.5 The headings in this bylaw are inserted for convenience of reference only.
- 11.6 This bylaw may be cited for all purposes as "Capital Regional District Composting Facilities Regulation Bylaw No. 1, 2004."

READ A FIRST TIME THIS	10 th	day of	November	2004
READ A SECOND TIME THIS	10 th	day of	November	2004
READ A THIRD TIME THIS	8 th	day of	June	2005
APPROVED BY THE MINISTER OF ENVIRONMENT	2 nd	day of	November	2005
ADOPTED THIS	7 th	day of	December	2005

 CHAIR

 SECRETARY

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE A

RECYCLER LICENCE APPLICATION

Please ✓ relevant boxes:		<input type="checkbox"/> Class 1	<input type="checkbox"/> Class 2	<input type="checkbox"/> Class 3	Page 1 of 2
<input type="checkbox"/> New Application		<input type="checkbox"/> Amendment/Renewal of Recycler Licence			
<input type="checkbox"/> Provisional Licence Application		<input type="checkbox"/> Renewal of Provisional Licence			
APPLICANT DATA					
Name of Applicant:	_____				
Address of Applicant:	_____				
City, Province:	_____				
Postal Code:	_____	Applicant Phone:	_____		
Contact Person:	_____	Contact Phone:	_____		
FACILITY DATA					
Name of Facility:	_____				
Legal Description of Facility Location:	_____				
Address of Facility:	_____				
Facility Mailing Address:	<input type="checkbox"/> same as above OR _____				
Facility Phone:	_____	Facility Fax:	_____		
Registered Owner of Premises (Property):	_____				
Registered Owner Authorization	<input type="checkbox"/> YES (attach documentation)	<input type="checkbox"/> NO			
Have municipal/electoral area approval?					
Zoning	<input type="checkbox"/> YES (attach documentation)	<input type="checkbox"/> NO			
Siting	<input type="checkbox"/> YES (attach documentation)	<input type="checkbox"/> NO			
Building	<input type="checkbox"/> YES (attach documentation)	<input type="checkbox"/> NO			
Other _____	<input type="checkbox"/> YES (attach documentation)	<input type="checkbox"/> NO			
	(specify)				
Business Licence (copy) Attached	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE		
Business Year (financial)	_____	to	_____		
	(day)	(month)	(day)	(month)	

OPERATING DATA		Page 2 of 2	
Proposed Feedstock Material	Maximum Quantity Expected to be Received	Maximum Quantity of Feedstock and Compost to be Stored at Any One Time	
General Organic Matter			
<input type="checkbox"/> Animal bedding	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Brewery waste/winery waste	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Class A food waste	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Manure	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Plant matter derived from processing plants	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Untreated and unprocessed wood residuals	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Yard waste	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Whey	_____ litres/year	_____	litres
<input type="checkbox"/> Compost	_____	_____	tonnes
Biosolids			
<input type="checkbox"/> Biosolids	_____ tonnes/year	_____	tonnes
Restricted Organic Matter			
<input type="checkbox"/> Class B food waste	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Domestic septic tank sludge	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Fish wastes	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Hatchery waste	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Milk processing waste	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Poultry carcasses	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Sewage sludge	_____ tonnes/year	_____	tonnes
<input type="checkbox"/> Whey	_____ litres/year	_____	litres
<input type="checkbox"/> Compost	_____	_____	tonnes
Odour Management Plan Attached	<input type="checkbox"/>	YES	
Leachate Management Plan Attached	<input type="checkbox"/>	YES	
Vector, Litter and Dust Management Plan Attached	<input type="checkbox"/>	YES	
<u>Performance Security</u>			
Surety Bond Attached	<input type="checkbox"/>	YES	Amount \$ _____
Letter of Credit Attached	<input type="checkbox"/>	YES	Amount \$ _____
APPLICANT'S SIGNATURE:			
I, _____, declare that the information given on this application form is correct to the best of my knowledge.			
_____	_____		
Date	Signature of Applicant or Agent		
_____	_____		
Title	Phone Number		

The collection of this information is authorized under the Capital Regional District Composting Facilities Regulation Bylaw and Section 25 of the *Environmental Management Act* and will be used for the purpose of administration, including enforcement, of the Composting Facilities Regulation Bylaw. This information is collected under/subject to the *Freedom of Information and Protection of Privacy Act*. For further information, you may contact the freedom of information and protection of privacy coordinator for CRD Environmental Services at 360-3089.

Application should be sent to the Manager, Solid Waste, Capital Regional District, PO Box 1000, Victoria, BC V8W 2S6.

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE B

REGULATIONS REGARDING THE STORAGE OF FEEDSTOCK MATERIALS CALCULATION AND USE OF SECURITY

1. STORAGE

A discharger shall not store the materials listed in Column 1 below in excess of the maximum limits set out in or established under columns 2, 3 and 5, unless the storage is carried out in a self-contained unit maintained to prevent the escape of organic matter, odours, leachate and vector attraction.

2. SECURITY

2.1 The formula for the determination of the amount of security to be provided under subsection 3.11 of this bylaw is set out in Column 4 below. Where the applicant for a recycler licence indicates a pre-processed tonnage maximum which is less than the amount shown in Column 2 below, the amount of security to be provided under subsection 3.11 of this bylaw shall be calculated under Column 4 below using the pre-processed tonnage amount specified in the application.

2.2 The CRD may draw down on or use the security provided by the licensee under this bylaw where the discharger:

- a) fails to comply with any term or condition of this bylaw or of the recycler licence;
- b) has not commenced processing;
- c) has stored the feedstock material contrary to Section 1 of this schedule; or
- d) abandons the composting facility, as shown by discontinuance of activity related to the management of feedstock materials on the site for six (6) months, leaving materials on the site to be cleaned up, removed or disposed.

2.3 Without limiting subsection 2.2 of this schedule, the CRD may draw down or use the security provided by the licensee to clean up, remove and dispose of materials which have been stored at a composting facility in excess of the times specified in Column 5 below.

Column 1 MATERIAL	STORAGE LIMIT		Column 4 MINIMUM LETTER OF CREDIT AND SURETY BOND ⁽²⁾	Column 5 STORAGE TIME LIMIT ⁽⁴⁾
	Column 2 PRE-PROCESSED TONNAGE (tonnes) ⁽¹⁾	Column 3 EQUIVALENT VOLUME (m ³)		
General Organic Matter	500	1,000	\$/tonne ⁽³⁾	2 weeks ⁽⁵⁾
Biosolids	50	75	\$/tonne ⁽³⁾	36 hours ⁽⁵⁾
Restricted Organic Matter	50	75	\$/tonne ⁽³⁾	36 hours ⁽⁵⁾

⁽¹⁾ Pre-processed tonnage includes total tonnage that would require removal, e.g., if 5 tonnes of restricted organic matter are mixed with 5 tonnes of yard waste, it is considered as 10 tonnes of restricted organic matter.

⁽²⁾ Minimum 50% secured as an irrevocable letter of credit; balance in irrevocable letter of credit or surety bond. Tonnage of pre-processed feedstock and compost.

⁽³⁾ The amount of the security required will be based on the estimated costs to clean up, remove and process the tonnage of pre-processed feedstock and compost, including Hartland landfill tipping fees plus clean-up and hauling fees, and these shall be verified by the solid waste manager.

⁽⁴⁾ Notwithstanding these limits, Sections 6.1 and 6.2 of the bylaw shall govern.

⁽⁵⁾ Whenever materials are mixed, the storage restriction which applies is the one pertaining to the most restricted material.

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE C

FEES

The application, administration and amendment fees payable to the CRD under this bylaw shall be as follows:

Application, Amendment and Administration/Monitoring Fees

Column 1	Column 2 Licence Application Fee (one time only)	Column 3 Licence Renewal (once every 5 years)	Column 4 Licence Amendment Fee (per amendment)	Column 5 Annual Licence Administration/ Monitoring Fee
Class 1 Recycler licence	\$1,000	\$500	\$500	\$1,000
Class 2 Recycler licence	\$1,000	\$500	\$500	\$1,000
Class 3 Recycler licence	\$1,000	\$500	\$500	\$1,000
Provisional recycler licence	\$1,000	\$500 (one renewal only for one year renewal term)	\$500	\$2,000

FEES

1. **LICENCE APPLICATION, RENEWAL, AMENDMENT AND ADMINISTRATION/MONITORING FEES**

1.1 Licence Application Fee

- a) Every person who applies for a recycler licence shall pay a licence application fee as set out in Column 2 of this schedule.
- b) The application fee is payable on submission to the solid waste manager of a completed application form as provided in Schedule A attached to this bylaw.
- c) The CRD will not process an application for a recycler licence until the application fee has been paid.
- d) The application fee is not refundable.

1.2 Licence Renewal Fee

- a) Every person who applies for a licence renewal shall pay a licence renewal fee as set out in Column 3 of this schedule. Licence renewal is required every five (5) years, except in the case of renewal of a provisional recycler licence which is required after one (1) year.
- b) The licence renewal fee is payable on submission to the solid waste manager of a completed application form as provided in Schedule A of this bylaw.
- c) The CRD will not process an application for a licence renewal until the renewal fee has been paid.
- d) The renewal fee will not be refunded if the solid waste manager does not re-issue a recycler licence.

1.3 Licence Amendment Fee

- a) Each time a request is made for an amendment to the recycler licence, the licensee shall pay a licence amendment fee as set out in Column 4 of this schedule. A licence amendment is required whenever there is a change in any of the following parts of a composting facility's operation:
 - i) method of composting (change in class of licence)
 - ii) odour management plan
 - iii) leachate management plan
 - iv) vector, litter and dust management plan
 - v) method of receiving and storing
 - vi) estimated quantities of feedstock materials per year
 - vii) maximum quantity of feedstock and compost to be stored at any one time
 - viii) a site plan and layout of facilities
 - ix) municipal/electoral area approval
- b) The licence amendment fee is payable on submission to the solid waste manager of a completed application form as provided in Schedule A of this bylaw.
- c) The CRD will not process an amendment for a recycler licence until the amendment fee has been paid.
- d) The amendment fee will not be refunded if the solid waste manager does not amend the licence.

1.4 Annual Licence Administration/Monitoring Fee

- a) A person to whom a Class 1, Class 2, Class 3 or provisional recycler licence is issued shall pay the corresponding annual administration/monitoring fee as set out in Column 5 of this schedule.
- b) The first administration/monitoring fee shall be paid upon issuance of the recycler licence.
- c) The annual administration/monitoring fee will be invoiced once per year on the anniversary date of the issuance of the licence.

- d) The CRD may suspend or cancel a recycler licence if the administration/monitoring fee is not paid within sixty (60) days following the anniversary date of the issuance of the licence.

1.5 Provisional Licence Application Fee

- a) Every person who applies for a provisional recycler licence shall pay a provisional licence application fee as set out in Column 2 of this schedule.
- b) The application fee is payable on submission to the solid waste manager of a completed application form as provided in Schedule A of this bylaw.
- c) The CRD will not process an application for a provisional recycler licence until the application fee has been paid.
- d) The application fee will not be refunded if the solid waste manager does not issue a provisional recycler licence.

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE D

COMPOSTING REGULATIONS

Every composting facility shall operate in accordance with the following regulations and requirements:

1. **RECEIVING, HANDLING, PROCESSING AND COMPOSTING OF FEEDSTOCK**

- 1.1 The receiving and blending, grinding, mixing and initial rapid phase of composting (phase 1) of all restricted organic matter must be conducted in-vessel.
- 1.2 The curing (phase 2) of restricted organic matter compost must be conducted in-vessel or on an impermeable surface.
- 1.3 The receiving and blending, grinding, mixing, composting and storage of all compostable material not covered by subsection 1.1 or 1.2 of this schedule must, as a minimum, be conducted on an impermeable surface.
- 1.4 A licensee shall not receive any materials other than those set out in the licence.

2. **STORAGE**

- 2.1 Feedstock material shall not be stored in excess of the maximum limits set out in or established under columns 2, 3 and 5 of Schedule B of this bylaw.
- 2.2 The amount of feedstock and compost in a composting facility must not at any time exceed the total provided by the licensee to the CRD under subsection 3.4 or 3.5 of this bylaw.

3. **REPORTING**

- 3.1 The licensee must, at least ninety (90) days before beginning the operation of a composting facility, give notice in writing to the solid waste manager.
- 3.2 The notification required by subsection 3.1 of this schedule must include:
 - a) the composting facility location and design capacity, name of a contact person, type of waste received and intended distribution of compost; and
 - b) a copy of a personnel training program plan that addresses the specific training needed to operate the composting facility in compliance with this regulation.

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE E

**TABLE 1
FEEDSTOCK PROCESSING
GENERAL ORGANIC MATTER**

May be composted on an impermeable surface or in-vessel and will not require a licence unless the operation contravenes subsection 6.3 of this bylaw.

Feedstock	Constituents of Feedstock
animal bedding	animal bedding derived from straw, paper, hog fuel, wood chips, bark, shavings or sawdust
brewery waste/winery waste	used or diverted grain, malt, hop flowers, berries, fruit, leaves and twigs and yeast resulting from brewing or wine-making process
Class A food waste ⁽¹⁾	uncooked vegetable matter and clean paperfibre containers used to package and transfer the uncooked vegetable matter
manure	animal excreta from pets, animals in zoological facilities, fish held in commercial aquaculture or aquarium facilities, livestock, farmed game or poultry, this does not include the management of animal excreta (manure) on farms as defined as agricultural waste in BC Reg. 131/92, but does include animal excreta (manure) not included within the scope of BC Reg. 131/92
plant matter derived from processing plants	fruit, vegetable and vegetative material derived from fruit and vegetable processing plants, these are materials which have been removed from an agricultural operation and no longer fit within the definition of agricultural waste (agricultural vegetation waste) as defined in BC Reg. 131/92
untreated and unprocessed wood residuals	clean (non-contaminated and untreated) wood from lumber manufacture, e.g., shavings, sawdust, chips, hog fuel and ground mill ends, and land clearing waste which has been ground with the majority of the greenery removed and no soil present, but does not include construction and demolition debris
yard waste	clean and untreated wood waste or non-food vegetative matter resulting from gardening operations, landscaping and land clearing; yard waste does not include wood waste derived from construction or demolition. Neither human or animal food waste that is diverted from residential, commercial or institutional sources, nor manure, is yard waste
whey ⁽¹⁾	the serum or watery part of milk that remains after the manufacture of cheese and quantities to be imported are less than 450 litres per year

⁽¹⁾ Definition modified from Schedule 12 of the Organic Matter Recycling Regulation (OMRR)

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE F

**TABLE 2
FEEDSTOCK PROCESSING
BIOSOLIDS WITH GENERAL ORGANIC MATTER**

May be composted on an impermeable surface or in-vessel and will require a Class 2 recycler licence.

Feedstock	Constituents of Feedstock
biosolids	stabilized municipal sewage sludge resulting from a municipal waste water treatment process or septage treatment process which has been sufficiently treated to reduce pathogen densities and vector attraction to allow the sludge to be beneficially recycled in accordance with the requirements of this regulation

Plus any or all of the following general organic matter:

animal bedding	animal bedding derived from straw, paper, hog fuel, wood chips, bark, shavings or sawdust
brewery waste/winery waste	used or diverted grain, malt, hop flowers, berries, fruit, leaves and twigs and yeast resulting from brewing or wine-making process
Class A food waste ⁽¹⁾	uncooked vegetable matter and clean paperfibre containers used to package and transfer the uncooked vegetable matter
manure	animal excreta from pets, animals in zoological facilities, fish held in commercial aquaculture or aquarium facilities, livestock, farmed game or poultry, this does not include the management of animal excreta (manure) on farms as defined as agricultural waste in BC Reg. 131/92 but does include animal excreta (manure) not included within the scope of BC Reg. 131/92
plant matter derived from processing plants	fruit, vegetable and vegetative material derived from fruit and vegetable processing plants, these are materials which have been removed from an agricultural operation and no longer fit within the definition of agricultural waste (agricultural vegetation waste) as defined in BC Reg. 131/92
untreated and unprocessed wood residuals	clean (non-contaminated and untreated) wood from lumber manufacture, e.g., shavings, sawdust, chips, hog fuel and ground mill ends, and land clearing waste which has been ground with the majority of the greenery removed and no soil present, but does not include construction and demolition debris
yard waste	clean and untreated wood waste or non-food vegetative matter resulting from gardening operations, landscaping and land clearing; yard waste does not include wood waste derived from construction or demolition. Neither human or animal food waste that is diverted from residential, commercial or institutional sources, nor manure, is yard waste
whey ⁽¹⁾	the serum or watery part of milk that remains after the manufacture of cheese and quantities to be imported are less than 450 litres per year

⁽¹⁾ Definition modified from Schedule 12 of the Organic Matter Recycling Regulation (OMRR)

CAPITAL REGIONAL DISTRICT

BYLAW NO. 2736

SCHEDULE G

**TABLE 3
FEEDSTOCK PROCESSING
RESTRICTED ORGANIC MATTER**

In-vessel composting only and will require a Class 3 recycler licence.

Feedstock	Constituents of Feedstock
Class B food waste ⁽¹⁾	food waste which is not Class A food waste as prescribed on Table 1 of Schedule E of this bylaw and Table 2 of Schedule F of this bylaw, and includes recyclable food for humans that has been diverted from residential, commercial or institutional sources
fish wastes	fish carcasses and parts from harvested wild stocks, commercial aquaculture operations and fish processing facilities. This would include offal, viscera and mortalities from fish and shellfish. It would also include faeces captured from commercial aquaculture net pens
hatchery waste	broken or unhatched eggs, unhatched chicks, membranes, embryonic fluids and eggshell
milk processing waste	sludge or biomass from treatment of milk or fluid milk which has been diverted from human food consumption
poultry carcasses	carcasses of domestic fowls, such as chickens, turkeys, ducks or geese, raised for meat or eggs. This would include offal and viscera as well as mortalities from fowl which died from reported "Federally Reported Diseases."
sewage sludge ⁽²⁾	sewage sludge originating from sewage treatment plants
domestic septic tank sludge	sludge removed from a septic tank used for receiving, treating and settling domestic sewage
whey ⁽¹⁾	the serum or watery part of milk that remains after the manufacture of cheese and quantities to be imported are greater than 450 litres per year

⁽¹⁾ Definition modified from Schedule 12 of the Organic Matter Recycling Regulation (OMRR)

⁽²⁾ Addition to Schedule 12 of OMRR (can only be composted with written authorization from the Ministry of Water, Land and Air Protection)