Request for Proposals: Lillooet Landfill and Recycling Centre Operation, Maintenance & Management Services

SQUAMISH - LILLOOET
REGIONAL DISTRICT

Issue date: Tuesday March 7, 2023

Closing Date: 4:00 PM, Tuesday April 4, 2023

Contact: Marie-Lou Leblanc, Resource Recovery Coordinator

Request for Proposals: Lillooet Landfill and Recycling Centre Operation, Maintenance and Management Services

Issue date: **Tuesday, March 7, 2023**
Closing Time and Date: **4:00 PM on Tuesday, April 4, 2023**

QUERIES

Queries and requests for clarification related to this Request for Proposals ("**RFP**") are to be submitted, in writing, to the following contact person (the "**Contact Person**").

Marie-Lou Leblanc, Resource Recovery Coordinator, Squamish-Lillooet Regional District
Box 219, Pemberton, BC, V0N 2L0
E-mail: utilities@slrd.bc.ca

The Squamish-Lillooet Regional District ("**Regional District**") will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the Regional District's website (www.slrd.bc.ca/). No verbal conversation will affect or modify the terms of this RFP.

PROPONENTS' MEETING:

Wednesday, March 15, 2023 at 11:30 a.m. at the Lillooet Landfill Site - 405 Landfill Road, Lillooet, BC. Confirmation of attendance by email to utilities@slrd.bc.ca is requested by Monday, March 13, 2023 at 2:00 p.m. *(Note: This is a non-mandatory site meeting).*

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proponents;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules.

PROPONENT SECTION:

(A person authorized to sign on behalf of the Proponent **must** complete and sign below and submit this page as part of the Proposal)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proponent agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proponent has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proponent agrees to be bound by statements and representations made in Proposal**.

Legal Name of Proponent (include "Doing Business As" name, if applicable):

_____

Address of Proponent:

_____

Phone Number/Fax Number/Email Address of Proponent: _____

Signature of Authorized Representative: _____

Printed Authorized Representative's Name and Title (i.e. President, Director, etc.): _____

1. Administrative Requirements

A. Definitions

Throughout this RFP, the following definitions apply:

"Contract" means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

"Contractor" means the successful Proponent to this RFP who enters into a written Contract with SLRD;

"must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means an individual or company that submits (or intends to submit) a Proposal;

"Proposal" means the document submitted by the Proponent;

"SLRD" means the Squamish-Lillooet Regional District;

"RFP" means the process described in this document;

"should" or "desirable" means a requirement having a significant degree of importance to the RFP.

B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD's website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD's original file will prevail.

E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

F. Eligibility

A Proposal may not be evaluated if the Proponent's current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD's intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD's option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

L. Proponents' Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

N. **Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

O. **Firm Pricing**

Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.

P. **Currency and Taxes**

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

Q. **Completeness of Proposal**

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

R. **Subcontracting**

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

S. **Acceptance of Proposals**

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

T. **Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

U. **Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule C.

V. **Liability for Errors**

While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

W. **Modification of Terms**

The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

X. **Ownership of Proposals**

All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.

Y. **Use of Request for Proposals**

Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

Z. **Reciprocity**

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

AA. **No Lobbying or Solicitation**

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

BB. **Collection & Use of Personal Information**

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

2. INSTRUCTIONS TO PROPONENTS

A. DESCRIPTION OF SERVICES

The Squamish-Lillooet Regional District (Regional District) is requesting proposals from suitably qualified proponents for the operations, maintenance, and management services of the Lillooet Landfill and Recycling Centre (Lillooet Landfill) located at 405 Landfill Road, Lillooet, BC.

Refer to **Section 3 – Project Details** and to Schedule "E": Lillooet Landfill and Recycling Centre Operational Guidelines for further information.

Proponents are advised that in addition to the discretion reserved under Paragraph S under Administrative Requirements, above, the Regional District's acceptance of a Proposal and the award of a Contract are conditional upon the termination of the current contract for operation, maintenance and management services at the Lillooet Landfill and Recycling Centre.

B. TERM

This is for a three (3) year term, commencing on or about August 1, 2023 and concluding on or about July 31, 2026. In addition, the Regional District may in its sole discretion renew the agreement for up to two (2) additional two (2) year terms on the same terms (except with adjusted number of renewals) and an increase to the remuneration paid by an equivalent to half of the percentage published by the Consumer Price Index from Statistics Canada for the Province of British Columbia for the period of January to December of the previous year.

C. RFP DOCUMENTS

The RFP document package is available:

For downloading in Portable Document Format (PDF) at:

- the Regional District website at www.slrd.bc.ca/inside-slrd/contracting-opportunities; and
- www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District.

D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing (via email only), to the Contact Person:

Marie-Lou Leblanc, Resource Recovery Coordinator
Squamish-Lillooet Regional District
E-mail: utilities@slrd.bc.ca

The Regional District will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on the Regional

District's website (www.slrd.bc.ca) and BC Bid. No verbal conversation will affect or modify the terms of this RFP.

E. CLOSING DATE AND TIME AND PROPOSAL OPENING

Proposals must be received by the Regional District in electronic form on or before 4:00 PM local time on Tuesday, April 4, 2023. Late proposals will not be accepted nor will proposals submitted in paper form.

Proposals will not be opened in public.

F. PROPOSAL FORMAT

The Regional District requests that the following format and sequence be followed in order to provide consistency in considering proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, name of representative and form of business organization (sole proprietorship, partnership, corporation, corporation number etc.);
- Proponent's section (see Page 2 of this document) *as filled out, signed and dated by the Proponent*;
- Letter of Introduction (1 page), identifying the Proponent, the key contacts and their contact information, previous experience in similar projects and contact information for references; and
- The body of the proposal, including a completed Payment Schedule (Schedule "B").

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the Regional District in electronic form via email to utilities@slrd.bc.ca. Paper documentation will not be accepted. Submissions must be less than 15 MB. Any submission greater than 15 MB must be separated into 2 emails. A Proponent's Submission Checklist is included as Schedule "D" to support Proponents with the requirements as part of the proposals.

H. EVALUATION CRITERIA

The criteria for evaluation of the Proposals may include, but is not limited to:

- Experience and references for similar work, general reputation in the industry, capacity, resources, and qualifications;
- Approach, methodology and understanding of the Regional District's requirements;
- Proposed sample staffing schedule; total cost/fees (and hourly rates for extra work); cost/fees per section. Refer to Schedule "B" for details; and
- Sustainability and value-added benefits.

The evaluation criteria will be used to determine the best overall value to the Regional District and may be applied on a comparative basis vis-à-vis each proposal.

3. PROJECT DETAILS

A. OVERVIEW

The Regional District is requesting proposals from suitably qualified contractors to provide operations, maintenance and management services at the Lillooet Landfill and Recycling Centre.

- The Lillooet Landfill is authorized to accept solid waste from surrounding residential, commercial, institutional and light industrial sources, with an average estimate of 3,500 tonnes of residual waste being landfilled on an annual basis. This value is an estimate only and may vary.
- The Lillooet Landfill site includes recycling services for various Extended Producer Responsibility ("EPR") programs and has a goal of diverting waste from landfill;
- The Lillooet Landfill site includes Yard Waste Compost Services;
- The Lillooet Landfill site includes the operation of a Reuse Shed. The Reuse Shed Policy is available at the link below and has to be implemented by the Contractor; and
- The Lillooet Landfill is open to the public 4 days a week (Monday, Wednesday, Friday and Sunday from 11:00am to 4:00pm).

The successful Proponent is responsible for:

- operating, maintaining and managing the Lillooet Landfill and Recycling Centre site;
- performing all activities set out in the Lillooet Landfill and Recycling Centre Operational Guidelines (Schedule "E"); and
- assisting customers while maintaining courteous, professional relations with members of the public.

A site plan of the Lillooet Landfill is attached as Schedule "F".

A consolidated version of the Regional District's Lillooet Landfill Fees and Charges Regulation Bylaw No. 1207-2013 is subject to change and available here:
Lillooet Landfill Fees and Charges Regulation Bylaw No. 1207-2013 (consolidated)

The Solid Waste Facilities Free Store Policy is available here: Reuse Shed Policy.

B. SCOPE OF WORK AND CONTRACTOR DELIVERABLES

The Regional District is seeking proposals from qualified Proponents to fulfill the requirements specified in the Lillooet Landfill and Recycling Centre (Lillooet Landfill) Operational Guidelines (Schedule "E") including but not limited to the following:

- Operation, maintenance and management of the Lillooet Landfill;
- Operation and maintenance of the scale and scale house;
- Management of extended producer responsibility ("EPR**"**) (i.e. recycling) programs;
- Assisting residents with disposing garbage, recycling and organics – making sure materials are placed in the appropriate locations;
- Operation, maintenance and management of the Reuse Shed;
- The general works required to manage Lillooet Landfill waste brought to the site;
- Accepting tipping fees on behalf of the Regional District for incoming waste and delivering such tipping fees to the Regional District;
- Maintaining records as required by the Regional District;
- Servicing and transportation of some of the waste and recyclable materials via a third party to an appropriate facility (for clarity, the successful Proponent is responsible for contracting with the third-party for the servicing and transportation).

The successful Proponent will provide the equipment and workforce necessary to meet the scope of work and the Lillooet Landfill and Recycling Centre Operational Guidelines (Schedule "E").

C. TERMS OF PAYMENT

The successful Proponent will be required to invoice on a monthly basis unless otherwise agreed.

D. COSTS

The Proponent will provide monthly and hourly costs as per Schedule "B" – Payment Schedule for all work necessary to complete the scope of work as set out in the Operational Guidelines (Schedule "E"), (for clarity, please note any changes to the scope of work must be authorized in advance and in writing by the Regional District). The price is to include all equipment, labour, materials, supervision and fuel for Contractor-supplied equipment to operate, maintain and manage the Lillooet Landfill in accordance with the Scope of Work and Operational Guidelines.

E. PROJECT TIMELINE

The successful Proponent will be required to commence operations for the public on or about August 1, 2023. Key milestone and target dates:

- RFP Issued: March 7, 2023
- Closing Date: April 4, 2023, 4:00 pm
- Contract Decision: April 19, 2023 (estimated)
- Contract Starts: on or about August 1, 2023

4. SCHEDULES

SCHEDULE “A”:	Acknowledgment Letter
SCHEDULE “B”:	Payment Schedule
SCHEDULE “C”:	Draft Services Agreement
SCHEDULE “D”:	Proponent’s Submission Checklist
SCHEDULE “E”	Lillooet Landfill and Recycling Centre Operational Guidelines
SCHEDULE “F”:	Site Plan

SCHEDULE "A" – ACKNOWLEDGEMENT LETTER

[The undersigned will be sent any amendments or addenda in respect of the Request for Proposals: Lillooet Landfill and Recycling Centre Operation, Maintenance and Management Services].

We presently intend to provide a Proposal in respect of the Request for Proposals: *Lillooet Landfill and Recycling Centre Operation, Maintenance and Management Services*

Signature	Company Name
Name (please print)	Address
Title	City
Phone Number	Mobile Phone Number
Date	E-Mail Address

Return immediately to:
Marie-Lou Leblanc, Resource Recovery Coordinator
Squamish-Lillooet Regional District
utilities@slrd.bc.ca

SCHEDULE "B" – PAYMENT SCHEDULE

Proponents will complete this form and submit with other proposal documents. The price is to include all equipment, labour, materials, supervision and fuel for Contractor-supplied equipment to operate, maintain and manage the Lillooet Landfill and Recycling Centre in accordance with the Scope of Work and Operational Guidelines**.**

1) Site Operations and Maintenance
   The Contractor is to be paid the fees per month set out in the Scope of Work and Operational Guidelines.

   $_____/ month plus GST

2) Hours of operation – Not open to the Public
   A proposed price per hour for the operations set out in Section 1.2 of the Scope of Work and Operational Guidelines.

   $_____/ hour plus GST

3) Material Recovery Facility and Extended Producer Responsibility Programs (Recycling)
   A proposed price per hour for the operations set out in Section 3.0 of the Scope of Work and Operational Guidelines.

   $_____/ hour plus GST

4) Composting Operations
   A proposed price per hour for the operations of the Composting Facilities.

   $_____/ hour plus GST

5) Fixed price to operate the Reuse Shed including all monitoring, sorting and cleaning.

   $_____/month plus GST

WCB Number: _____

The proponent will provide a list of proposed equipment with the hourly rate for any provisional items (example, road grading):

Year	Type	Make	Model/ Year/ SN	Rate Per Hour

LIST OF PROPONENT'S PERSONNEL

The proponent agrees that the personnel employed by he/she will be listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District. (If additional space is required please attach pages to the Proposal package).

Name of employee	
Experiences/Qualifications	
Certifications (First Aid, MOLO)	
Skills	

Name of employee	
Experiences/Qualifications	
Certifications (First Aid, MOLO)	
Skills	

LIST OF EQUIPMENT

The Proponent will provide a list of the proposed equipment to be used at the Lillooet Landfill and Recycle Centre. The preferred equipment requirements are a steel wheeled landfill compactor with an operating weight of not less than 21,000kg, a wheel loader with a bucket size of 2 to 3 yards capable of lifting, moving and placing the 1250kg Revolstoke Iron Grizzly plates, a water tank or truck with a minimum capacity of 4,800 liters, equipment for the basic road maintenance (snow clearance and de-icing) and skid steer. Please refer to the Scope of Work and Operational Guidelines. (If additional space is required please attach pages to the Proposal package).

Primary Equipment				
Year	**Type**	**Make**	**Model**	**Weight (approximate)**

Secondary Equipment				
Year	**Type**	**Make**	**Model**	**Weight (approximate)**

PROPONENT'S EXPERIENCE

(If additional space is required, please attach pages to the Proposal package)

Year and Work Performed	
Reference Contact	
Value of the Contract	

Year and Work Performed	
Reference Contact	
Value of the Contract	

SCHEDULE "C" – DRAFT SERVICES AGREEMENT

***DRAFT* Services Agreement**

Operation, Maintenance & Management Services – Lillooet Landfill and Recycling Centre

THIS AGREEMENT dated for reference this ___ day of ___, 2023

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district created by letters patent through provincial legislation

(the "Regional District")

AND:

_____

(the "Contractor")

GIVEN THAT:

A. The Regional District wishes to engage the Contractor to complete services as described in the Request for Proposals – Lillooet Landfill and Recycling Centre Operation, Maintenance & Management Services issued by the Regional District on or about March 7, 2023 (the "**RFP**"); and

B. The Contractor wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

In consideration of the covenants and mutual promises set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

In this Agreement, in addition to the words defined above,

(a) " Terms of Reference" means:

(i) the Scope of Work, the Contractor Deliverables and the Operational Guidelines as set out in the RFP ("**Schedule A"**); and

(ii) Contractor's Proposal dated _____, 2023 submitted in response to the RFP and as accepted by the Regional District ("**Schedule B**"),

both of which form part of this Agreement. In the event of an inconsistency between this Agreement and the Terms of Reference, this Agreement shall prevail and in the event of an inconsistency between subsection 1(a)(i) and subsection 1(a)(ii), subsection 1(a)(i) shall prevail; and

(b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

2. TERM AND RENEWAL

Subject to prior termination in accordance with the provisions as hereinafter provided in section 9 of this Agreement, the term of the Agreement shall be for three (3) years, commencing on or about August 1, 2023 and ending on July 31, 2026 (the "**Term**"). At the Regional District's sole discretion by notice to the Contractor no later than one (1) year before the end date, the Regional District is entitled to renew the Agreement for two (2) additional two (2) year terms on the same terms and conditions (except with adjusted number of renewals).

3. COMPENSATION

Payment for Services

As full payment and reimbursement for performing the Services described herein during the Term of the agreement, the Regional District shall pay the Contractor for the Services in accordance with the rate schedule on page __ of Schedule _ subject to any right of set-off that the Regional District may have. Payment by the Regional District shall be within 30 days after delivery of the invoice and supporting documentation to the Regional District.

Starting in 2024, the rate schedule referenced above shall be increased by an equivalent of half of the percentage published by the Consumer Price Index from Statistics Canada for the Province of British Columbia for the period of January to December of the previous year.

Payment for Additional Authorized Services

In the event that the Contractor is required by the Regional District to work additional hours over and above the hours specified in Schedule _, the Regional District shall pay the Contractor at force account rates on page _ of Schedule _ for any such additional hours worked. The Contractor will only be compensated for additional hours worked if authorized in advance in writing by the Regional District Representative or designate.

Invoice

In order to obtain payment under this agreement, the Contactor shall submit to the Regional District a completed monthly invoice setting out the aggregate amount of fees claimed for the Services performed in that preceding month, including any applicable receipts and supporting documentation that the Regional District may reasonably require to substantiate and confirm the amounts set out in the Invoice. The Contractor shall also ensure, to the satisfaction of the Regional District, the invoice contains a clear breakdown of the costs associated with the operations, maintenance and management services of the Lillooet Landfill and Recycling Centre.

4. SERVICES

Scope of Services

The Contractor shall be responsible for providing the Services in accordance with the terms and conditions of this Agreement:

Supply all Labour and Materials

Unless otherwise stated in this Agreement, the Contractor shall supply, at its cost, all labour, materials, facilities, permits, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

Work Stoppages Due to Labour Disputes
In the event that the Contractor experiences a labour dispute with its employees, and a work stoppage follows, the Regional District shall not be responsible for paying for any Services which are not fully delivered. At the conclusion of the work stoppage, the Contractor shall be responsible for collecting all the backlogged materials.

5. CHANGES IN THE WORK

The Regional District, without invalidating the Agreement, may make changes by altering, adding to or deducting from the Services. The Contractor shall proceed with the Services as changed, and the Services shall be executed under the provisions of the Agreement.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Agreement unless it shall first have received the written consent of the Regional District, and no claims for additional compensation shall be valid unless the change was so ordered by the Regional District.

6. SERVICE STANDARD

Supervision
The Contractor will ensure that all persons employed or retained by the Contractor to perform the Services are competent to perform them and are properly trained, instructed and supervised.

Warranty as to Performance Standard
The Contractor represents and warrants to the Regional District that it shall perform the Services:

(a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;

(b) in accordance with sound current professional practices;

(c) with personnel who have the education, training, skill, experience and resources necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement;

(d) in compliance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association;

(e) in compliance with any recommendations and orders of the provincial Health Officer, in order to help prevent the transmission of communicable diseases;

(f) with personnel that at all times conduct themselves in a courteous and polite manner and shall dress and groom themselves in a standard acceptable to the Regional District;

and the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

7. WORKPLACE SAFETY

Safety at the Workplace
The Contractor shall provide a safe and secure place for the Contractor's activities in respect of its performance of the Services to prevent the risk of injury to the public and its employees by any reasonable means including, without limitation, lighting, signage, fencing and cordoned areas.

The Contractor shall supply and maintain an eyewash station, WorkSafe BC basic first aid kit and a 10 lb. ABC fire extinguisher at the Landfill.

Compliance with WorkSafe BC
If the Contractor or any sub-contractors are required by law to be registered with WorkSafeBC (WCB), then the Contractor shall submit either a WCB clearance letter indicating that the Contractor's WCB account is in good standing and a WCB registration number prior to commencement of the Services or at such other times as the Regional District may reasonably request.

Prime Contractor
The Contractor shall ensure compliance with and conform to all health and safety laws, bylaws and regulations of the Province of British Columbia including, without limitation, the Workers' Compensation Act and Regulations pursuant thereto. The Contractor shall, for the purposes of such Act, be the Prime Contractor.

8. INSURANCE, LIABILITY AND INDEMNITY

Insurance
The Contractor shall obtain and maintain throughout the Term:

(a) Commercial General Liability Insurance providing coverage up to five million ($5,000,000) inclusive against liability for bodily injury or death and/or damage to property on an all-risks occurrence basis and shall meet the following requirements:

i. name the Regional District as additional insured;

ii. include blanket contractual liability coverage, cross liability, and severability of interest;

iii. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;

iv. be primary without right of contribution from any insurance carried by the Regional District;

v. stipulate that it shall not be cancelled or materially changed without first providing thirty (30) days written notice to the Regional District;

vi. include a deductible not greater than five thousand dollars ($5,000) per occurrence; and

viii. be on other reasonable terms acceptable to the Regional District;

(b) Motor Vehicle Insurance for public liability and property damage providing coverage up to five million $5,000,000 inclusive on owned, non-owned or hired vehicles; and

(c) Contractors' equipment insurance in an all-risks form covering machinery and equipment used for the performance of the Services.

The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The provision of this insurance clause shall survive termination of this Agreement.

Release and Indemnification

Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

The indemnity provided in this section by the Contractor to the Regional District will not in any way be limited or restricted by the insurance set out in this section of this Agreement or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

9. TERMINATION

9.1.1 Termination for Default

(a) The Regional District may terminate the Agreement if the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment related to bankrupt or insolvent debtors, winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment related to bankrupt or insolvent debtors.

(b) The Regional District may terminate the Agreement in whole or in part immediately by giving written notice of termination to the Contactor if the Contractor fails, refuses or neglects to perform the Services as required by this Agreement or is otherwise in breach of any provision

of this Agreement. In the event the Regional District gives notice of termination pursuant to this section of the Agreement, the Regional District may withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services, set-off any damages suffered by the Regional District against any amounts owing to the Contractor under this Agreement for performance of the Services and pursue other remedies to recover damages from the Contractor for any losses caused to the Regional District.

(c) The Regional District, in its sole discretion, may notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the ten (10) Business Days immediately following receipt of such notice or, in the event such default cannot be corrected without ten (10) Business Days, such longer period approved by the Regional District as is reasonable to correct the default. If, after the period allowed for correction of the default, the default has not been corrected to the satisfaction of the Regional District, the Regional District, in its sole discretion, may (but is not obligated to) remedy the work and deduct the cost thereof from any payment then due to the Contractor or terminate the Agreement and/or deem that the default shall constitute a dispute between the two parties.

9.1.2 Termination without Default

Notwithstanding any other provision of this Agreement, the Regional District may, in its sole discretion, by giving 30 days written notice to the Contractor, terminate or suspend all or any part of this Agreement for any reason. If the Regional District gives notice of termination or suspension pursuant to this section, the Regional District shall pay the Contractor fees for such Services that were completed in accordance with this Agreement before termination or suspension. Upon payment of such amounts, no other amounts shall be owed by the Regional District to the Contractor and, for certainty, no amount shall be owing on account of lost profits relating to the portion of the Services not performed.

9.1.3 Waiver and Release of Damages etc.

The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the services.

10. OTHER WORK

The Regional District, its servants and agents shall be at liberty to enter upon the site of the Work with its workers and materials to do work not comprised in this Contract, and the Contractor shall afford any such workers all reasonable facilities to the satisfaction of the Regional District.

11. GENERAL TERMS

Municipal Bylaws
The Contractor shall comply with all applicable regulations and bylaws of the District of Lillooet.

Governing Law
The Agreement is governed by, and is to be interpreted according to, the laws of British Columbia and the parties agree to attorn exclusively to the courts of the Province of British Columbia.

Independent Contractor
The Contractor is providing the Services at all times as an independent contractor and is not an employee, servant, agent or partner of the Regional District and nothing herein will create or be deemed to create a partnership, joint venture or agency relationship between the parties.

Assignment
No part of the Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Regional District, and any assignment or subcontract made without that consent constitutes a breach of the Agreement. The Contractor hereby acknowledges and agrees that, without limiting the generality of the foregoing, the Regional District may refuse consent if, in the Regional District's sole discretion, it determines that the proposed assignee or subcontractor does not have the skill, experience or corporate resources necessary to provide the Services to the Regional District's satisfaction. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under the Agreement or impose any liability upon the Regional District.

Severance
If any portion of the Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of the Agreement.

Binding on Successors
The Agreement enures to the benefit of and is binding upon the parties and their respective permitted assigns, successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary and every reference to the parties is deemed to include the successors and assigns of the parties.

Entire Agreement
The Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

Waiver
Waiver of any default by either party must be in writing to be effective, and a waiver of a particular default does not waive any other default.

Meaning of Business Day
In this Agreement, the term "Business Day" means a day other than a Saturday, Sunday or federal or provincial statutory holiday observed in the Province of British Columbia.

12. CONFIDENTIALITY

Except as required by law, the Contractor shall not divulge or disclose any matters respecting technical, commercial or legal issues relating to or arising out of the Services or information received in connection with the Agreement without the Regional District's prior written consent, except in strict confidence to its professional advisors.

The Contractor acknowledges and agrees that all documents submitted to the Regional District are subject to disclosure under the British Columbia Freedom of Information and Protection of Privacy Act. Any information the Contractor considers confidential must be marked as so and will be subject to appropriate consideration as defined within such Act.

The Contractor shall comply with the privacy protection requirements set out in Schedule C.

13. OWNERSHIP

The Contractor agrees to grant the Regional District unrestricted license for the use of all technical information and intellectual property submitted to the Regional District in relation to the services and that this licence includes the right to adapt, use and modify all such technical information and intellectual property.

The Contactor shall, upon completion of the services, or if all or part of the services under the Agreement are terminated, immediately deliver to the Regional District all service-related documents in the Contractor's possession or under its control.

14. RECORDS

The Contractor shall keep proper accounts and records of its performance of the services, including invoices, receipts and vouchers, at all times and for at least 7 years after completion of the services or termination of the Agreement, which must at all reasonable times be open to audit and inspection by the Regional District.

15. NOTICE

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under the Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:
Squamish-Lillooet Regional District
Box 219, 1350 Aster Street
Pemberton, B.C. V0N 2L0
Fax Number: (604) 894-6526
E-mail Address:
Attention: _____, Director of Environmental Services

To the Contractor:

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next Business Day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a Business Day and if that day is not a Business Day, it is to be considered given on the next Business Day after the date it is sent.

16. COUNTERPARTS

This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

By signing below, the parties to this agreement have agreed to be bound by the terms of this Agreement.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

_____
Authorized Signatory

CONTRACTOR by its authorized signatories:

_____
Authorized Signatory

_____
Authorized Signatory

Schedules:
Schedule A: Scope of Work/ Contractor Deliverables and Operational Guidelines
Schedule B: Contractor's Proposal
Schedule C: Privacy Protection

SCHEDULE “A”

SCOPE OF WORK AND OPERATIONAL GUIDELINES
LILLOOET LANDFILL AND RECYCLING CENTRE

SCHEDULE “B”

CONTRACTOR’S PROPOSAL

SCHEDULE "C"

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

   (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (c) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Regional District and the Contractor dealing with the same subject matter as the Agreement;

   (d) "**public body**" means "public body" as defined in the Act;

   (e) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

   (f) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (g) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Regional District to comply with the Regional District's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

   (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

   (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Regional District; and

(c) unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

(a) the Regional District provides personal information to the Contractor;

(b) the Agreement otherwise specifies; or

(c) the Regional District otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the contact information of the individual designated by the Regional District to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Regional District to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Regional District, the Contractor must promptly advise the person to make the request to the Regional District unless the Agreement expressly requires the Contractor to provide such access. If the Regional District has advised the Contractor of the name or title and

contact information of an official of the Regional District to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Regional District to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Regional District must advise the Contractor of the date the correction request was received by the Regional District in order that the Contractor may comply with section 13.

13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Regional District, the Contractor disclosed the information being corrected or annotated.

14. If the Contractor receives a request for correction of personal information from a person other than the Regional District, the Contractor must promptly advise the person to make the request to the Regional District and, if the Regional District has advised the Contractor of the name or title and contact information of an official of the Regional District to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Regional District, by supporting the Regional District with completion of such assessments as may be required by law.

17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Regional District in writing.

18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Regional District upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Regional District in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Regional District otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Regional District, where that metadata is personal information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Regional District otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Regional District if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

23. If in relation to personal information, the Contractor:

    (a) receives a third-party request for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

    subject to section 24, the Contractor must immediately notify the Regional District.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Regional District as required by section 23, the Contractor must instead:

    (a) use its best efforts to direct the party making the third-party request to the Regional District;

(b) provide the Regional District with reasonable assistance to contest the third-party request; and

(c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:

(i) the control of personal information by the Regional District as a public body under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Regional District;

(iii) the conflict between the Act and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Regional District.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

(b) any direction given by the Regional District under this Schedule.

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

28. The Contractor will provide the Regional District with such information as may be reasonably requested by the Regional District to assist the Regional District in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Regional District of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Regional District may have under the Agreement or otherwise at law, the Regional District may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Regional District under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE "D" – PROPONENT'S SUBMISSION CHECKLIST

Item	*Included - ✓*
Completion and submission of Acknowledgement Letter	
Completion of Proponents Section of RFP Page 2	
Proponent's Proposal including experience, references,sustainability and value-added benefits	
Proposed Staffing Schedule	
Payment Schedule B- Payment Schedule	
List of Proponents Personnel	
List of Equipment	
List of Proponent's Experience	

SCHEDULE "E" –LILLOOET LANDFILL AND RECYCLING CENTRE OPERATIONAL GUIDELINES

See attached

Lillooet Landfill and Recycling Centre

Scope of Work and Operational Guidelines

Update March 2023

SQUAMISH - LILLOOET
REGIONAL DISTRICT

Box 219 / 1350 Aster Street
Pemberton, BC V0N 2L0

Table of Contents

1.0 GENERAL SITE INFORMATION _____ 4

1.1 Hours of operation _____ 4

1.2 Hours of Operation – Not Open to the Public _____ 4

1.3 Tipping Fees _____ 5

1.4 Financial Responsibility of the Contractor _____ 5

1.5 Duties on Site _____ 5

1.6 Dealing with the Public _____ 5

1.7 Dealing with Regulatory Agencies _____ 6

1.8 Security _____ 6

1.9 Safety of the Worker _____ 7

1.10 Environmental Regulation _____ 7

1.11 Complaints _____ 7

1.12 Reporting / Communication _____ 8

1.13 Inspection of Work _____ 8

1.14 Representation of the Regional District _____ 8

1.15 Contractor Training _____ 8

1.16 Signage and Promotional/Educational Material _____ 8

1.17 Scale House Building _____ 9

1.18 Equipment Requirements _____ 9

1.19 Equipment supplied by the Regional District _____ 10

1.20 Material Data Collection _____ 11

2.0 SITE AND LANDFILL OPERATIONS _____ 12

Operations Tasks _____ 12

2.1 Placement of Municipal Solid Waste on the active face of the landfill _____ 12

2.2 Tracking of the location/burial of asbestos materials _____ 13

2.3 Borrow Area Development and Cover Placement _____ 13

2.4 Operating and Maintaining the Yard Waste Composting Facility _____ 14

2.5 Operating the Recycling Centre _____ 15

2.6 Operating the Scale and Collecting Tipping Fees _____ 15

2.7 Prohibited Waste _____ 15

2.8 Water Supply _____ 16

2.9 Nuisance ____ 16
2.10 The Burial of Animal Carcasses ____ 17
2.11 Management of Biosolids ____ 17
2.12 Fencing Maintenance and Repair ____ 17
2.13 Scavenging ____ 17
2.14 Road Maintenance ____ 18
2.15 Landfill Fire ____ 18
2.16 Spill ____ 19
2.17 Monitoring ____ 19
2.18 Other Site Duties ____ 19
3.0 MATERIAL RECOVERY FACILITY AND EXTENDED PRODUCER RESPONSIBILITY PROGRAMS ____ *20*
3.1 Equipment ____ 20
3.2 Material Recovery Facility ____ 20
3.3 Extended Producer Responsibility Programs (EPR) ____ 20
3.4 Metal Waste Recovery ____ 23
3.5 Propane Tanks ____ 24
3.6 Wood Waste ____ 24
3.7 Reuse Shed ____ 24

1.0 GENERAL SITE INFORMATION

These guidelines are intended to outline the duties and responsibilities of the Contractor retained by the Squamish-Lillooet Regional District (the "**Regional District**") to carry out operations at the Lillooet Landfill and Recycling Centre (the "**Landfill**"). It is expected that any and all activities that take place at the Landfill will be in full accordance with provincial regulations, guidelines and standards as follows but not limited to:

- Lillooet Landfill Permit (authorization number 5042) issued by the Ministry of Environment and Climate Change Strategy;
- Organic Matter Recycling Regulation (authorization number 107469); and
- Lillooet Landfill Design, Operations and Closure Plan (the "**DOCP**") (GLL 93-737, December 1993, updated 2023) as may be modified from time to time to comply with applicable regulations.

1.1 Hours of operation

The Landfill is open to the public during the days and hours as established by the Regional District from time to time. Currently, the Public Operating Hours (the "**POH**") are as follows:

- Sunday, Monday, Wednesday, Friday: 11:00 AM to 4:00 PM.
- Closed on Christmas Day, Boxing Day and New Year's Day.

The Regional District retains the right to change/adjust the operational days and hours. The Regional District will provide two weeks advance written notice to the Contractor of any change in operational days and hours except in exceptional circumstances. The Regional District requires Christmas Day, Boxing Day and New Year's Day closures and may require unforeseen closures of the Lillooet Landfill and will notify the Contractor as soon as possible. The Regional District will require Holiday closures and may require unforeseen closures of the Landfill and will notify the Contractor as soon as possible.

The Regional District is responsible for informing the public of closures. The Contractor will be responsible for posting notices on the window of the scale house and on the entry gate of any upcoming closures of the Landfill.

For closures due to unexpected circumstances, the Contractor is responsible for posting notices at the entry gate as soon as possible.

1.2 Hours of Operation – Not Open to the Public

The Contractor is expected to provide service at the Landfill outside of the POH. The Regional District will work with contract haulers to schedule, to the extent possible, and set times within the POH. The Contractor may be required to provide service outside of the POH to accommodate certain users, such as the District of Lillooet.

Furthermore, the Contractor is required to provide service outside of the POH to operate the baling equipment in the material recovery facility (the "**MRF**") and to perform other duties that could pose a risk to public safety (example - burning/chipping the wood pile and other duties) if done within the POH.

1.3 Tipping Fees

The Contractor is responsible for charging tipping fees in accordance with the Squamish-Lillooet Regional District Lillooet Landfill Fees and Charges Regulations Bylaw No. 1297-2013, as may be amended from time to time (the "**Bylaw**").

The Contractor is responsible for operating the scale during the POH, weighing all loads of waste on the scale, operating the Point of Sale (POS) system, collecting payments from users and entering such loads into the scale data system.

1.4 Financial Responsibility of the Contractor

The Contractor is responsible for taking payment for waste going over the scale. The contractor will store cash offsite and will deposit cash to the SLRD account agreed by both parties. Copies of all payment and associated paperwork should be submitted to the SLRD by the 15th of each month for the previous month's payments.

The Contractor is responsible for completing a daily reconciliation of payments which will be submitted when the funds are deposited to the SLRD.

The Contractor is responsible for all costs associated with operating and maintaining the Landfill unless otherwise specified. This includes all equipment, materials, labour required onsite; excluding maintenance and fuel for equipment owned by the Regional District provided such equipment is used onsite.

1.5 Duties on Site

The Contractor is responsible for all duties onsite; including but not limited to the following:

- Operation, maintenance and management of the Landfill;
- Providing compaction of refuse as specified in the DOCP;
- Maintenance of daily and interim cover as specified in the DOCP;
- Operation and maintenance of the scale and the scale-house;
- Operation of the MRF;
- Operation, maintenance and management of the yard waste composting facility;
- Management of extended producer responsibility ("**EPR"**) (i.e. recycling) programs;
- Management of the Reuse Shed;
- The general works required to manage landfill waste brought to the site; and
- Accepting tipping fees on behalf of the Regional District for incoming wastes.

The Contractor is not responsible for the following duties:

- Annual maintenance of the scale unit; and
- Maintenance of the IT equipment and scale software

Unless otherwise stated, the Contractor is responsible for all costs to complete the tasks set out in sections 1.0 through 3.0 of this document.

1.6 Dealing with the Public

The Contractor is the Regional District's representative on site and as such the Contractor's personnel will conduct themselves in a professional, respectful and courteous manner.

The Regional District may request that the Contractor remove and replace any person who does not maintain a professional standard of conduct. Unacceptable conduct includes, but is not limited to, use of foul language, disorderly conduct, neglect of duty and failure to act in accordance with the Operational Guidelines or expressed solid waste management and recycling objectives of the Regional District.

If patrons do not follow the rules as laid out in this document, the Contractor will:

- Explain respectfully that the Regional District has established the operational procedures in respect with the Ministry of Environment and Climate Change Strategy ("**MOECCS**") regulations and guidelines and that, as the Contractor, they are obligated to follow all regulations, permits and guidelines;
- Give a Regional District business inquiry phone number to the patron and ask that they forward their complaint to the Regional District. This will assist the Regional District with providing improvements to the Landfill;
- In situations of non-compliance, record all pertinent information, such as description of situation, vehicle information, license plate, name, description of patron, etc.;
- In the case of threatening or violent behavior by patron, the Contractor will contact the police immediately and will not engage with those patrons. The Contractor will notify the Regional District as soon as possible. The contractor will ensure the safety of all staff and the public first and foremost;
- If applicable, take photographs and submit them to the Regional District; and
- Record and document all complaints and submit them to the Regional District.

1.7 Dealing with Regulatory Agencies

The Contractor is carrying out operations at the Landfill as a representative of the Regional District and as such takes direction only from the Regional District and not from any other regulatory body (i.e. the Ministry of Environment and Climate Change Strategy, the Ministry of Health, and the Ministry of Forests, Lands, Natural Resource Operations and Rural Development) without first contacting and getting direction from the Regional District. However, if the matter is, in the opinion of the Contractor, time-sensitive and the Contractor is unable to contact the Regional District, then the attendant may follow the direction of such other regulatory body and will report back to the Regional District as soon as possible.

1.8 Security

In order to maximize security when the Landfill is closed, the Contractor will:

- Ensure access gates are always maintained and functioning, closed, secured, and locked when the Landfill is closed to the public;
- Not loan, give out or make copies of the Landfill key(s) without the express written approval of the Regional District;
- Ensure that the Regional District retains the master copy of all keys for the Landfill;
- Ensure the integrity of the perimeter fence is maintained, and that repairs are performed when needed;
- Cash and point of sale systems will be secured at all times, and the office trailer should be locked when attendants are not present;

- Check and maintain the electric fence and make sure it is fully functional; and
- Ensure that the Landfill is properly staffed at all times during the POH.

1.9 Safety of the Worker

The Contractor is responsible for all Safety onsite.

The Contractor will provide and maintain all their own safety and operations procedures for all operational and management duties onsite and shall provide copies to the Regional District for their files.

This includes and is not limited to their site-specific safety documentation, Hazard Identification documentation, and Occupational Health and Safety Program for all personnel onsite.

To ensure the security and the safety of all personnel, the Contractor will ensure that all personnel follow all regulatory safety requirements, laws, guidelines, and permits including the use of their Personal Protective Equipment ("**PPE**") when operating equipment. All personnel will be required to wear CSA-approved steel toe boots, high visibility vest, gloves, ear protection, hard hat, respiratory protection, and eye protection as required. All operations of machinery should be by competent and insured personnel.

1.10 Environmental Regulation

Landfill should be carefully managed to minimize risks to the public health and safety and to ensure environmental protection at all times. The Contractor is responsible for complying with all environmental regulations, policies, and guidelines. The Contractor is also expected to have extensive knowledge of the BC MOECCS Landfill Criteria for Municipal Solid Waste (the "**Criteria**"). The Contractor is expected to follow the guidelines in protection of the environment and to implement the Criteria and/or any other requirements coming from the Regional District. In the case of an event the Contractor will assist where required to mitigate all environmental risks. The Contractor will contact the Regional District as soon as possible and keep record of any event. In case of an event, the Contractor will keep all staff and the public safe, will not attend to anything that could put life at risk and will close the Landfill if needed.

1.11 Complaints

If a complaint is communicated to the Contractor by a patron, contractor/subcontractor or vendor, the Contractor will advise the Regional District as soon as possible. The Contractor will provide the following details to the Regional District:

- Date and time of complaint;
- Contact details of the complainant;
- Nature of the complaint;
- Activities happening at the time of the complaint;
- Weather conditions (wind, rainfall, temperature, etc.) if relevant to the complaint (i.e. odour complaint); and
- Actions taken to investigate and resolve the complaint.

1.12 Reporting / Communication

Communication with the Regional District is critical in evaluating the effectiveness of various programs, determining public satisfaction, determining maintenance requirements at the Landfill, and to avoid misunderstandings which could cause harm. The Contractor will communicate regularly with the Regional District.

The Contractor will provide a monthly inspection and maintenance record with submissions of monthly report and invoices (at the end of each month) which will include (but not limited to) equipment maintenance, fence maintenance, road maintenance, snow and ice removal, use of soil cover, overall site safety and maintenance. The Regional District will provide the Contractor with a sample monthly inspection form.

The Contractor will provide and maintain all their own safety and operations procedures for all operational and management duties onsite and shall provide copies to the Regional District for their files.

1.13 Inspection of Work

Periodic inspections of the Contractor's work will be made by the Regional District to verify that the service supplied by the Contractor is adequate in all respects. If deviation from the operational guidelines exists, the Contractor will proceed without delay to institute the corrective measures. Such periodic inspection will not relieve the Contractor in any way from making his/her own inspections that the work is being performed under the Contract terms.

1.14 Representation of the Regional District

The Contractor is a representative of the Regional District and will not use their position to promote political or personal views, slander, or otherwise cast disrepute on the Regional District.

1.15 Contractor Training

The Contractor will, at its own expense, enroll a minimum of one staff member in the Manager of Landfill Operations ("**MOLO**") training course and obtain certification, or equivalent, unless such training was undertaken within the last five years and if the personnel's certification is up-to-date. A minimum of one staff member will maintain the MOLO Certification under the Solid Waste Association of North America (SWANA) requirements.

The Contractor will, at its own expense, enroll a minimum of one staff member in training for the yard waste composting facility.

The Contractor will, at its own expense, enroll a minimum of one staff member to the Freon removal training. In the case of the Contractor decides to use a subcontractor for the freon removal, a proof of certification from such subcontractor will be provided to the Regional District.

Any equipment being operated on site will be by a qualified and/or licensed operator. Any such training for use of equipment required to complete the tasks required in the operational guidelines will be considered an incidental cost.

1.16 Signage and Promotional/Educational Material

The Contractor will keep the Regional District up to date on signage concerns. The Contractor will inform the Regional District when additional signage, promotional materials, etc. are required.

The Regional District is responsible for providing all signage that is to be displayed on site. No signage can be displayed on site without approval in advance and in writing by the Regional District.

The Contractor will assist the Regional District with waste reduction programs and promotions that may arise from time to time.

1.17 Scale House Building

The scale house building at the landfill will be maintained in a safe and aesthetically pleasing state at all times. The Contractor should look for and complete the following, at the Contractor's expense:

- Maintain the interior of the building in a clean and tidy state, including removal of all tripping and other safety hazard that may impede exit in an emergency;
- Maintain the exterior of the building in a clean and tidy state, including removal and/or repair of all tripping and other safety hazards, as well as repairs to the exterior to maintain the building in an aesthetically pleasing state;
- Remove all fire hazards, including making all necessary repairs so as to remove a hazard, and ensuring that flammable materials are properly stored; and
- Maintain and inspect fire extinguishers on a regular basis.

1.18 Equipment Requirements

The Contractor is responsible for all costs associated with operating and maintaining the Landfill unless otherwise specified. This includes all equipment, materials and fuel.

The equipment supplied by the Contractor will be capable of performing the following tasks including, but not limited to:

- Operate the landfill in accordance with this document and the DOCP.

The Contractor is responsible for all costs associated with operating and maintaining the Landfill unless otherwise specified. This includes all equipment, materials, labour fuel for Contractor-supplied equipment and excluding fuel for Regional District equipment.

The Equipment supplied by the Contractor will be capable of performing the following tasks:

(i) Spreading and compacting waste;

(ii) Landfilling asbestos materials as per the regulation;

(iii) Excavation and transportation of cover materials;

(iv) Application of Revelstoke Iron Grizzly plates for daily cover;

(v) Application of Cover materials;

(vi) Maintenance and grading of access roads;

(vii) Maintenance of Fire Break

(viii) Ditch maintenance;

(ix) Dust control;

(x) Face berm construction;

(xi) Fire control;

(xii) Compost pile maintenance;

(xiii) Sorting, baling and storing recyclables;

(xiv) Removing freon from appliances; and

(xv) Maintenance of the bulky recycling area (tires, appliances, metals) ensuring a clean site free of tripping/ safety hazards.

In the event of equipment breakdown, the Contractor will inform the Regional District as soon as possible and will provide an equivalent replacement within 48 hours.

The Contractor will, at a minimum, supply at its own expense the following equipment:

- Tracked machine capable of achieving a minimum in-place waste compaction density of 0.65 tonnes/m3;
- Suitable Equipment capable of moving 2-3 yards of cover material and lifting, moving, and placing the 1250kg Revelstoke Iron Grizzly (RIG) plates;
- One Water Tank or Truck with a minimum capacity of 4,800 liters and 150 meters of hose with a diameter of 40 mm to access the site;
- Snow plow/truck for basic road maintenance such as snow clearance and de-icing, pothole filling and grading; and
- Skid Steer Loader for recycling / yard waste composting operations (SLRD owned attachments available (Bobcat S530 – 2016)).

The Contractor may propose equipment appropriate and necessary to comply with the provisions of the contract document and approved by the Regional District.

1.19 Equipment supplied by the Regional District

The Regional District will supply the equipment and infrastructure that exists on site as of the date of this RFP, as listed below and at all times will remain the owner of such equipment and infrastructure.

The Contractor will on a regular basis inspect and maintain in proper working order all Regional District-supplied equipment and infrastructure. The Regional District will provide a template of the monthly inspection and maintenance records to be completed by the Contractor. The Contractor will ensure all equipment is being used and maintained in accordance with manufacturer's recommended use and maintenance requirements.

The Contractor will provide monthly inspection and maintenance records with submissions of monthly invoices.

The Contractor will communicate all recommended non-routine maintenance and modifications in writing to the Regional District for review and pre-approvals.

No work will be done onsite or to equipment or infrastructure without pre-approval by the Regional District.

The Regional District will pay for the cost of regular maintenance repairs and for the fuel for Regional District-supplied equipment as listed below:

- Wood chipper for the yard waste composting program (Vermer, BC1000XL – 2018);
- Attachments for BobCat Skid Steer Loader (S530 – 2016);

- Composting Tarps (5 tarps - 2015);
- Alternative cover (Revelstoke Grizzly plates – 5 plates - 2012);
- Baler (EXCEL Baler – 2010);
- Weigh-Scale (Pacific Industrial – 2011);
- Bins (5);
- Used Oil Shipping Containers (2);
- Used oil tanks (2);
- Existing buildings (scale house; recycling building and Reuse Shed); and
- Computer and printer.

1.20 Material Data Collection

The Contractor will keep accurate records and documents as may be required by the Regional District from time to time and will submit on a monthly basis to the Regional District the following:

- Waste (metric tonnes and unit);
  - Animal carcasses
  - Asbestos
  - Asphalt
  - Biosolid (dry sludge)
  - Construction and demolition waste
  - Drywall (i.e. gypsum)
  - Mattresses
  - Residual waste
  - Toxic residue
- Organics (metric tonnes);
  - Yard waste
  - Chipped clean wood waste and land clearing waste
  - Unchipped wood waste and land clearing waste
- Recycling, Metals and EPR program data (metric tonnes and unit);
  - Appliances with freon
  - Appliances without freon
  - Bulk metal
  - Tires with rim
  - Tires without rim

- Specific quantities of products shipped under EPR Programs (including but not limited to); and
    - Product Care
    - Electro Recycle
    - BC Used Oil Association management
- Quantity (estimate number of buckets) of soil cover.

2.0 SITE AND LANDFILL OPERATIONS

Operations Tasks

The Contractor will at its own expense be responsible for and will coordinate the following duties in accordance with this document:

- Placement of Municipal Solid Waste on the active face of the landfill;
- Tracking of the location/burial of asbestos materials;
- Borrow Area Development and Cover Placement;
- Operating and maintaining the yard waste composting facility;
- Operating the MRF;
- Operating the Reuse Shed;
- Operating the scale and collecting tipping fees;
- Prohibited Waste;
- Water Supply;
- Nuisance such as litter, noise, dust, odour and wildlife;
- The Burial of Animal Carcasses;
- Management of Biosolids;
- Fencing Operation, Maintenance and Repair;
- Scavenging;
- Road Maintenance such as snow/ ice removal, filling potholes, road grading and dust control;
- Landfill Fire;
- Spills; and
- Monitoring.

2.1 Placement of Municipal Solid Waste on the active face of the landfill

The Contractor's primary duty is the placement of municipal solid waste (MSW) on the active face of the landfill. It is vital that the landfill airspace be utilized efficiently to maximize capacity/compaction, and minimize cover soil placement, in order to extend the life of the Landfill:

- For filling procedures refer to the Lillooet Landfill Design, Operation and Closure Plan (DOCP) ((March 2022) or the most recent version);
- Refuse must always be compacted from the toe of the active face to the top using the ramp placement method;
- Disposal trucks must deposit their contents at the top of the active face under the direction of the Contractor. Any obstructions which could impede disposal trucks from reaching the active face shall be removed;
- The operator of the compaction machine must compact the waste to obtain maximum density (minimum 4 passes with the compactor). The minimum acceptable compaction density is 0.65 tonnes/m^3;
- Compaction tests may occur to ensure that the minimum in place compaction density is being achieved. The tests will be administered at the discretion and expense of the SLRD;
- After compaction, the active face must be covered with the Revelstoke Iron Grizzly and/or cover material;
- The Contractor must track the amount of cover material used and submit this information to the SLRD on a monthly basis;
- The operator must work towards a waste to cover ratio of 4.22:1 as specified in the DOCP for operational recommendations;
- The Contractor must not place smoldering or burning waste onto the active face. These wastes shall be refused access to the site;
- Help facilitate the general maintenance of the landfill property;
- Ensure that disposal trucks have safe access to and from the active face;
- The monitoring wells must be protected from damage at all times. No refuse or soil should touch the well covers at any time; and
- The Contractor must not landfill material within 30 metres of the boundary (Buffer Zone).

2.2 Tracking of the location/burial of asbestos materials

The Regional District has the approval from the MOECCS to accept asbestos materials at the Landfill under Hazardous Waste Regulation registration number RS-109884. The Contractor will follow the Hazardous Waste Regulation – Management of Waste Asbestos.

The Contractor will accept asbestos materials only if the patron has provided the Asbestos Disposal Form signed by the Regional District and if in compliance with regulations, permit and guideline.

The Contractor will track every load of asbestos buried on site and will provide the "GPS" survey points on a standard template form and sketch provided by the Regional District. The Contractor will immediately bury the load with a minimum of 0.5m of cover material.

2.3 Borrow Area Development and Cover Placement

The borrow area is to be developed and managed by the Contractor in accordance with the Permit, DOCP, the Criteria and WCB safety procedures to maximize the availability of borrow. Cover material will be used sparingly in accordance with the DOCP and the Scope of Work and

Operational Guidelines. Borrow material is limited to the north and south side slopes of the gravel basin and will not be taken off-site for any reason without approval of the Regional District. Landfill Waste will be cover daily with the use of the Revelstoke Plate. If additional plates are required for adequate coverage, the Contractor will advise the Regional District. In case of using daily cover soil, it will be at least 150mm thick.

Intermediate cover will be spaced where no additional waste has been or will be deposited within a period of 60 days. Intermediate cover must consist of 0.30m (300mm) compacted soil (may include the daily cover thickness) or equivalent. If the use of alternative cover is being proposed by the Contractor, the Contractor will be required to seek and obtain the written pre-approval of the Regional District.

2.4 Operating and Maintaining the Yard Waste Composting Facility

The Landfill includes a Yard Waste Composting program which follows the Organic Matter Recycling Regulation (OMRR). The Contractor is required to possess a completed Compost Facility Training Certificate. The Contractor will ensure the yard waste composting facility is in compliance with the SLRD Authorization Number 107469.

A wood chipper is supplied by the Regional District to facilitate the operation of the yard waste compost facility. The maintenance of the equipment will follow the requirements mentioned in Section 1.19 Equipment provided by the Regional District. The Contractor is responsible for providing any additional equipment required to maintain the compost facility.

The Contractor is responsible for operating the yard waste composting facility at the Landfill, as follows:

- Accepting clean wood waste and yard waste only. Food scraps and biosolid must not be collected or added to the compost piles as the Regional District does not have MOECCS authorization to operate a food scrap composting operation;
- Chipping clean wood and yard waste when required, such as when feedstock for composting is needed or to enable better storage of feedstock;
- Turning the compost piles/windrows on a regular basis to ensure proper composting of the material;
- Covering the piles with the appropriate composting tarps and/or facilitating the use of additional composting equipment, such as “blowers” or forced air, to ensure proper composting of the materials. Composting tarps are supplied by the Regional District;
- Monitoring the temperature and moisture content of the piles on a weekly basis. The Regional District may request additional monitoring requirements and will work with the Contractor to implement them;
- Working with the Regional District to facilitate the testing of finished product as per MOECCS requirements under the OMRR. The Contractor should comply and follow the Compost Facility Requirements Guideline; and
- Managing the sale of finished product to the public. The Regional District will determine the price per volume of material and will work with the Contractor to establish a system for public point of sale on site. The Regional District will collect the financial benefit from the compost sale.

2.5 Operating the Recycling Centre

See section 3.0

2.6 Operating the Scale and Collecting Tipping Fees

The Contractor will charge Tipping Fees as per the Lillooet Landfill Rates and Charges Regulation Bylaw. When collecting tipping fees, receipts for each load will be printed via the software system, and an electronic copy of transactions will be submitted to the Regional District with a completed reconciliation form on a monthly basis.

The Contractor will deposit the tipping fees received at the Landfill into the appropriate bank account on a monthly basis and will send these tipping fees, along with a detailed record of the received fees, to the Regional District at the end of each month. The frequency of the deposits may be changed at the discretion of the Regional District. All loads entering the Landfill must be recorded.

The Regional District may modify the tipping fee schedules as necessary. The Contractor is expected to comply with these changes and amendments as they occur.

In the event of a dispute over appropriate tipping fees with a user, the Contractor will make best efforts to contact the Regional District to come to a final decision. In case the Contractor is not able to reach the Regional District, the final decision will rest with the Contractor.

2.7 Prohibited Waste

The items listed below are currently not accepted at the Landfill. The list of prohibited waste may be modified from time to time to align with the MOECCS regulations, the Permit and the Bylaw and with new programs to divert more waste from being landfilled. In the event an item(s) is not accepted, it will be the responsibility of the hauler/patron to determine a responsible and alternative disposal method:

- Automobile hulks, engines;
- Tires – with or without rim not included as part of the Tire Stewardship Program;
- Hazardous wastes not included under the established EPR programs, as well as all other materials deemed hazardous under the BC Environmental Management Act - Hazardous Waste Regulation, as outlined in the landfill permit issued by the BC Ministry of Environment (Permit No. PR5042);
- Asbestos without the requisite tracking slips/MOECCS permits or documents and administrator permission;
- Drywall or other materials suspected to contain asbestos without requisite documentation and administrator permission;
- Biomedical waste;
- Materials containing toxic residue without the requisite documentation and administrator permission;
- Clean fill; and
- Heavy industrial waste

SPECIAL WASTES: Notwithstanding these provisions, the Contractor may from time to time be required to dispose of Special Wastes as defined in regulations established by the MOECCS

pursuant to the Waste Management Act. When directed by the Regional District, the Contractor will accept Special Wastes and will undertake disposal in accordance with instructions by the Regional District. Disposal of "Special Wastes" may involve the construction of pits at locations directed by the Regional District for immediate disposal of designated "Special Wastes".

2.8 Water Supply

The Contractor will have a water tank (4,800 litres minimum) on site, or other suitable supply of water, and associated pumps/piping available for firefighting duties at all times.

Water is available onsite through connections to a private water line from Dickey Creek. Under an agreement with the water line owner (the "Owner"), the Landfill is allowed to use water for non-potable purposes through the 25 mm domestic line at all times at a maximum volume of 500 gallons/day (1.90m^3/day) and at a rate of 1 gallon/minute (3.8 litres/minute) at all times). For all other landfill uses including fire protection, but excluding field irrigation, water may be drawn from the 100mm irrigation line during the irrigation season.

The Contractor is required to oversee operations and maintenance of the waterlines servicing the Landfill from the point of connection to the Owner's water line. This includes periodically checking the line to ensure it is in good operating condition, advising the Regional District of any repairs that may be required, and if so directed by the Regional District, coordinating any repairs with the Owner. For clarity, repairs when so authorized by the Regional District in advance and in writing are at the expense of the Regional District. The Owner is responsible to open and close the water line (spring and fall), and the Contractor will work with the Owner and maintain a good working relationship with the Owner and their representatives.

2.9 Nuisance

2.9.1 Litter

It is the Contractor's responsibility to keep litter accumulation to a minimum and will close all bin lids during non-operational hours and when patrons are not frequenting the site (i.e. slow times).

Grizzly plates and/or soil cover should be used at the end of each day to minimize litter.

The Contractor will pick up windblown litter inside and outside the fence line, or as required. On a daily basis, the Contractor will clean areas near the MRF, the scale house, the bins, the gate and all areas visible to the public.

2.9.2 Noise, Dust, Odour

The Contractor is responsible for dust control of the Landfill and the road on a continuous daily basis. The Contractor is responsible for all costs associated with dust control onsite.

The Contractor is responsible to minimize the emission of offensive odour by following the Scope of Work and Operational Guidelines. The Contractor will inform the Regional District in case of noise/dust/odour complaints as soon as possible following Section 1.11 Complaints. The Contractor is expected to work with the Regional District to resolve the situation as soon as possible.

2.9.3 Wildlife

The Regional District has erected an electric fence around the Landfill perimeter to limit wildlife access. The Contractor is responsible for the maintenance and repair of the fence (Section 2.12), and when authorized by the Regional District in advance and in writing, the Regional District will pay the costs of such repairs. The Contractor is also expected to limit any wildlife attractant by

keeping the site clean and free of litter and by assuring the active face is being covered with the Revelstoke Iron Grizzly plates and/or cover materials.

2.10 The Burial of Animal Carcasses

All deceased animals are to be placed in a designated pit at the Landfill. The Contractor will escort the patron to the designated pit and will supervise the disposal of the animal carcass. After the carcass has been placed in the designated pit, the Contractor will cover it immediately with lime and a minimum thickness of 1.6 meters of cover material.

No live animals will be disposed of at the Landfill.

The number of carcasses will be limited to a maximum of five at a time without prior approval from the Regional District. In the event that large loads of carcasses arrive at the Landfill, the Contractor will contact the Regional District immediately before permitting their disposal.

Special requests for burial of animal carcasses outside of regular operational hours may be required. The Contractor will make reasonable efforts to accommodate.

2.11 Management of Biosolids

In order to reduce the potential for unpleasant odours, and to control vectors, all incoming loads of biosolids and dry biosolid cake will be dealt with immediately by the Contractor. Loads must be covered in a manner that is in accordance with MOECCS standards and guidelines for such materials.

2.12 Fencing Maintenance and Repair

The electrified fencing surrounding the Landfill must be maintained in working order so as to exclude bears and other wildlife from the Landfill site. The Contractor will inspect the fence as required (at least twice per week or every operational day in case of bear and other wildlife evidence and so for a two week period minimum thereafter or until there is no more sign of bear activities) and should look for and complete the following:

- Ensure that the electric fence is carrying a voltage level sufficient enough to deter bear entry – minimum of 6,000 volts. Use the Regional District's electric fence tester;
- Remove all loose debris and garbage as needed which could short circuit the fence. Look for any broken wires or wire insulators;
- Keep a one (1) metre buffer along both sides of the electric fence clear of vegetation and branches;
- Defoliate the fence line as needed;
- Look for and report evidence of bears and other wildlife entering the landfill (scat, foot prints, hair on the wires, holes dug under the electric fence, sightings, etc.); and
- Backfill holes dug by bears and other wildlife.

2.13 Scavenging

Sorting through waste or recyclable materials for recoverable items is **strictly prohibited** for reasons of safety, liability, and maintaining the privacy of patrons.

Items from the Reuse Shed are the only items permitted for removal by patrons of the Landfill.

If a patron does not comply with this requirement, the Contractor will explain the rules to the patron and has the authority to ask them to leave the area if the person continues not to comply. If such situation arises, the Contractor may contact the RCMP and the Regional District and should record any useful information.

2.14 Road Maintenance

2.14.1 Snow and Ice Removal

The Contractor is responsible for snow removal at the Landfill, including all throughways, high traffic areas and pedestrian locations on the Landfill site. The Contractor will at its own expense provide all labour, materials, supplies and equipment (except as noted in the following sentence) to de-ice roadways when and where required.

2.14.2 Filling Potholes and Road Grading

All roads within the Landfill site shall be maintained by the Contractor on a regular basis to provide access to the recycling and dumping areas by members of the public. Road maintenance shall include regrading, gravelling with imported materials as required, cutting out and repairing soft spots, watering, compacting and runoff control ditching. Road Maintenance shall be to the satisfaction of the Regional District. The Contractor will use appropriate equipment to fill small potholes and maintain the road on a regular basis.

When more maintenance is required for this entry roadway from the Highway to the front gate, the Contractor is responsible for hiring a grader and operator to do this road maintenance but will first obtain a cost estimate for written approval by the Regional District prior to commencing any work. Provided this process is followed, the Regional District will reimburse the Contractor in accordance with the pre-approved costs once per year for this access roadway section only.

2.15 Landfill Fire

Fires are a serious concern. Hot or smoldering waste materials will not be placed in the Landfill. The Contractor will have a water tank (4,800 litres minimum) on site, or other suitable supply of water, and associated pumps/piping available for firefighting duties at all times. In the event of a fire at the Landfill, the Contractor will carry out the following in order:

1. Immediately close the facility to the public;
2. Keep all staff and patrons safe and will not attend to anything that could put life at risk;
3. Call the local 911/fire department;
4. If the fire threatens to spread into the wildland environment, call 5555;
5. If safe and or appropriate to do so, use the fire extinguisher or firefighting equipment (i.e. 4,800 litres tank) and will attempt to extinguish or contain the fire;
6. When reasonably possible, notify the Regional District directly with details of the fire incident;
7. Assist where required after help arrives; and

8. When possible, document all details in the log book and provide copies to the Regional District.

2.16 Spill

In case of a spill, the Contractor will address the spill immediately by controlling the source of the spill. The Contractor will close the Landfill if needed and will call the local authorities and Emergency Management BC (EMBC) as required. The Contractor will mitigate and contain the spill as required and use spill kits to manage the spill. The Contractor will take appropriate action to contain the material, will contact the Regional District as soon as it is safe to do so and will complete all required reporting documentation. The Contractor is responsible to provide and maintain an appropriate amount of spill kits and corresponding reporting documentation onsite. The Contractor is responsible to maintain, and stock, the equipment.

2.17 Monitoring

The Regional District requires the Contractor to assist in all monitoring requirements onsite. The Regional District will conduct an annual report and bi-annual sampling of the groundwater wells.

Currently, the Landfill does not have a gas monitoring program, but the Contractor is expected to assist with the installation and monitoring of any current and future monitoring programs onsite

The Contractor will assist in the event of any further monitoring programs. This will include coordination with consultants, other contractors, Regional District staff and authorities. This may require additional reporting by the Contractor at the direction of the Regional District.

2.18 Other Site Duties

The Contractor will arrange for general maintenance work to be completed around the Landfill site. These works will be authorized and approved by the Regional District prior to any work proceeding. Such works will include: the maintenance of the yard waste pile, wood waste burns/chipping, marshaling of tires, loading of recyclables, general site earth works, and works required in case of a landfill fire. Extra work carried out at the written request of the Regional District will be billed on an hourly basis and invoiced to the Regional District monthly based on the rates set forth in schedule “C”.

As part of the contract with the Regional District, the Contractor will be responsible for carrying out the following duties at the Contractor’s expense:

- Ensure that the site is kept tidy;
- Facilitate general maintenance activities on landfill property including: the inspection of constructed works on site and the clearing of on-site roads from debris and snow;
- Ensure that disposal trucks have safe access and egress to and from the appropriate dumping areas;
- Be available to access the site during non-operational hours and emergency situations if required;
- Assist with various Regional District waste reduction and educational programs as required;
- Assist with the Regional District requirements under the permit (i.e. compaction test, installation of monitoring probes, wells, etc.);
- Ensure that disposal trucks have safe access to and from the active face;

- Protect the monitoring wells from damage at all times. No refuse or soil will touch the well covers at any time – lock blocks have been installed around the wells to prevent any damage and should remain in place to prevent any damages; and
- Implement recommendations from the Regional District following monitoring, annual reports or any guidelines and recommendations.

3.0 MATERIAL RECOVERY FACILITY AND EXTENDED PRODUCER RESPONSIBILITY PROGRAMS

3.1 Equipment

The Contractor is responsible for the proper use and maintenance of the equipment in accordance with manufacturer's recommended use and maintenance requirements. The Contractor will provide monthly inspection and maintenance records with submissions of monthly report and invoices (at the end of each month) as per Section 1.12 of this document. The Contractor will communicate all non-routine maintenance and modifications in writing to the Regional District for review and pre-approvals. The Regional District provides the following equipment to pursue the actions listed below:

- Bobcat attachments; and
- Baler

3.2 Material Recovery Facility

The Contractor will manage the Material Recovery Facility ("**MRF**") located at the Landfill. The Contractor will ensure that haulers/patrons deposit their recyclables in the appropriate areas. The Contractor is also responsible for ensuring that sorting areas are kept tidy and free of litter.

The Contractor will comply with any agreements that the Regional District may at its sole discretion enter into with EPR programs.

The Contractor will address, contain and clean any spill as set out in Section 2.16 Spill of this document. The Contractor must ensure spill kits are kept fully stocked and accessible at all times.

The Contractor is also responsible to properly staff the MRF. The Contractor will inform the Regional District when additional signage, promotional materials, etc. are required, as mentioned under Section 1.16 Signage and Promotional/Educational materials of this document. The Contractor is responsible for installing such signage within 5 days of receiving.

The Contractor will organize all materials to be picked up and recycled and will work with a broker to sell the ICI recycling materials (i.e. that are not part of the Recycle BC Program) with the approval of the Regional District. Any revenue generated from such arrangements belongs to the Regional District.

3.3 Extended Producer Responsibility Programs (EPR)

Extended Producer Responsibility (EPR), is an environmental management strategy guided by the principle that whoever designs, produces, sells, or uses a product takes responsibility for minimizing that product's environmental impact. In BC, the Ministry of Environment and Climate Change Strategy (MOECCS) manages these extended producer responsibility programs in the Environmental Management Act through the Recycling Regulations. All producers listed in the regulation must provide a plan to recover products at the end of their lifespan. In Lillooet and the

surrounding area residents are encouraged to participate in return to retailer programs where available, such as the beverage container and tire stewardship programs. Programs where there are no return to retail locations in Lillooet have partnered with the Landfill to provide this service, creating a one stop "Eco-Depot". The Regional District may add programs as opportunities arise and will work closely with the Contractor to ensure program requirements can be achieved in a fair and equitable manner. What follows is the current list of programs.

3.3.1 Printed Paper and Packaging

The Regional District works with Recycle BC to collect residential Printed Paper and Packaging ("**PPP**") at the MRF.

The Contractor will comply with the Recycle BC Statement of Work for Depot Collection Services, provided to the Contractor by the Regional within the first five (5) days of the contract.

The Contractor will manage the collection of residential PPP to ensure that materials are source-separated according to Recycle BC requirements. PPP from commercial sources must be kept separate from household materials as the Recycle BC program is for residential materials only. The Contractor will manage the collection of commercial PPP and arrange transport, with an appropriate hauler, to a commercial PPP broker.

The baling of collected materials will take place outside the POH to ensure public safety around active equipment. The Contractor is responsible for moving bales on site, labelling bales (ID tag) for shipment in accordance with hauler requirements, and loading the transport trucks for shipping. The Regional District is responsible for providing the Contractor with ID tags, recycling bags, bale wires, etc. The Contractor is responsible for advising the Regional District when such materials are required. The Contractor is also responsible for ensuring that recyclable materials are kept dry as loads with too high a moisture content may be rejected. The Contractor will keep the Regional District apprised of the transport requirements and shipping schedule of recyclable materials.

For EPR program details please see:

- Printed paper and packaging – cardboard, paper, plastic, metal containers, cartons, flexible plastics and foam
    - https://recyclebc.ca/

3.3.2 Electronic Waste

The Landfill is an Electronic Waste (e-waste) depot site in partnership with Electronic Products Recycling Association (Encorp Pacific), LightRecycle, AlarmRecycle and Canadian Electrical Stewardship Association (ElectroRecycle). The Contractor will manage the proper collection of e-waste onsite, load the e-waste onto pallets and wrap it for shipping as per each program's requirements. The Contractor will ensure that haulers/patrons deposit their e-waste in the proper designated area and will provide assistance when needed. The Contractor is also responsible for keeping the storage area tidy.

Training on the proper handling and packaging of items is a necessary requirement of e-waste EPR programs. Proof of training, or enrollment in training, must be provided to the SLRD within one (1) month of signing the contract. Proof of previous training will be accepted, provided the training was completed within the last two (2) years.

For EPR program details please see:

- Encorp Pacific – computers, tvs, printers, etc.

- http://www.return-it.ca/electronics/

- LightRecycle – light bulbs, fixtures, and ballasts
  - Light Recycling - Product Care Recycling

- AlarmRecycle – smoke and carbon monoxide alarms
  - CO and Smoke Alarm Recycling - Product Care Recycling

- ElectroRecycle – Small appliances, power tools and oversized equipment
  - http://www.electrorecycle.ca/

3.3.3 Paint, Pesticides and Household Hazardous Waste

The Regional District works with Product Care Association of Canada (Product Care) to collect non-commercial paint, pesticides and flammable liquids. The Contractor will be familiar with the program and the items that are accepted, as well as the safe management of products on site. The Contractor will ensure that acceptable items are completely contained, free of contamination, and that any potential risk for spillage/leakage is minimized.

Proof of training, or enrollment in training, must be provided to the SLRD within one (1) month of signing the contract. Proof of previous training will be accepted, provided the training was completed within the last two (2) years.

The Contractor is responsible for completing manifests and submitting them to the Regional District on a monthly basis, before the end of the first week of the following month. Product Care will arrange the pickup of materials as necessary.

For EPR program details please see:

- Paint Recycle, Pesticides & Household Hazardous Waste
  - Recycle Your Paint - Product Care Recycling
  - Household Hazardous Waste - Product Care Recycling

3.3.4 Used Oil, Filters and Containers, Antifreeze and Antifreeze Containers

The Regional District works with the BC Used Oil Management Association to collect used oil, filters, antifreeze, and oil and antifreeze containers. The Contractor is responsible for the operation of the facility including: accepting, monitoring, and managing the materials received. The Contractor will also ensure that the collection area is kept tidy and that any potential risks for spillage/leakage and contamination are minimized. The Regional District provides a shipping container for the storage of filters and containers.

The Contractor will organize the pick up when oil and antifreeze collection containers are full, and when large volumes of filters and used containers have accumulated. The Contractor will be responsible for submitting collection remittance forms to the Regional District.

For EPR program details please see:

- BC Used Oil Management Association (BCUOMA) – oil, filters, antifreeze & containers:
  - http://bcusedoil.com/

3.3.5 Batteries and Cell Phones

The Regional District works with the Canadian Battery Association to recycle wet (lead-acid) batteries (aka vehicle batteries). Lead-acid batteries are to be stored in the secure battery receptacle until a battery collection company picks them up. Household alkaline and rechargeable batteries, as well as cell phones, are also accepted at the MRF in partnership with Call2Recycle. The Contractor is responsible for understanding and implementing the program and shipping requirements. No batteries are to be landfilled.

For EPR program details please see:

- Canadian Battery Assoc. - vehicle batteries
  - http://canadianbatteryassociation.ca/
- Call2Recycle – household batteries & cell phones
  - http://www.call2recycle.ca/

3.3.6 Tires

Tires with and without rims are accepted at the Landfill for a tipping fee (residents can return tires to retailer free of charge). Tires must be separated and stored based on whether or not they are on rims. Care must be taken to ensure that fire hazards are minimized around the storage area. The Contractor is responsible for arranging shipment with an appropriate hauler when necessary.

For EPR program details please see:

- Tire Stewardship BC– vehicle tires
  - http://www.tsbc.ca/

3.4 Metal Waste Recovery

The Contractor is responsible for sorting, piling, and arranging removal of all metal waste from the Landfill.

- All metal waste will be source-separated and marshaled into neat piles.
- Freon/halocarbon will be removed, an X or a sticker put on appliances following removal before appliances can be placed into the scrap metal bin. Freon removal will be organized at least once a year or when the quantity reaches 100.
- Halocarbon is to be removed and disposed of according to the *Ozone Depleting Substances and Other Halocarbons Regulation* (B.C. Reg. 387/99).
- The Regional District will pay for any Freon/CFC removal of designated appliances brought to the site. Removal will be completed by a competent person. A training register for Freon/CFC removal will be sent to the Regional District.
- Steel cable will be stored separately from the scrap metal pile. Steel cable is only accepted in the following manner:
  - The disposer will cut the cable into lengths not exceeding 3m (10 feet), and bind with wire; or
  - The cable must be wound into a roll and bound with wire.

- All scrap metal that contains a fluid (e.g. fuel tanks) must be completely drained before disposal at the Landfill. Metal items containing free fluid are not accepted.

The Contractor will be responsible for providing the Regional District with the quantities of metal waste recovery on a monthly basis and will submit the refund amount to the Regional District.

3.5 Propane Tanks

Propane tanks are accepted at the Landfill and the Contractor will store them in a safe, secure area. The Contractor will arrange for the removal of these items when necessary, at least once a year.

3.6 Wood Waste

The Contractor is responsible for ensuring that contaminated wood waste (treated with preservatives and/or painted) is landfilled, and that clean wood waste is separated and burned or composted. Composting is preferred over burning whenever possible. Should the need arise, it is the Contractor's responsibility to arrange the appropriate MOECCS permits and establish a date and time for a burn. It is the Contractor's responsibility to comply to regulations, permit and guidelines. The Contractor will burn clean wood waste only (in accordance with the burning permits and public notification requirements) on the hours of operation – not open to the public. The Contractor will marshal all clean wood waste into a burn pit area. Appropriate fire control equipment must be present at all times during the burn. It will be the Contractor's responsibility to manage the burn and to ensure that all safety measures are in place. A water truck will also be on site and the fire department notified. The Regional District will administer notices to the public and the local media. No ash/residue from the burn will be placed into the landfill until it has cooled to ambient temperatures and poses no landfill fire risk.

3.7 Reuse Shed

All material(s) deemed reusable by the Contractor (e.g. garage sale type items) will be stored in an area designated as the "Reuse Shed". The Contractor has the authority to refuse items if considered not being reusable. The public is permitted to remove materials from this area at no charge, at their own risk, and only under the supervision of the Contractor. After a period of time deemed reasonable by the Contractor, unclaimed items in the Reuse Shed may be disposed of into the municipal garbage stream or at the MRF, if applicable. Removing items from the designated Reuse Shed area is not to be considered scavenging. **No scavenging is permitted elsewhere at the Landfill.**

Where conflict with Reuse Shed patrons occurs requiring assistance of the police, the Contractor will contact the police immediately and will not engage with those patrons. The Contractor will document all details in the log book and provide copies to the Regional District. The Contractor will notify the Regional District as soon as possible and will ensure the safety of all staff and the public first and foremost. Refer to section 1.6 Dealing with the Public. The Regional District will work with the Contractor on any arising situation.

The Contractor will comply with and will enforce the Reuse Shed Policy, as may be updated by the Regional District. A copy of the Reuse Shed Policy has been provided to the Contractor. If there are any updates to the Reuse Shed Policy, this updated policy will be provided to the Contractor.

The Regional District will provide Reuse Shed signage for the Contractor to post onsite.

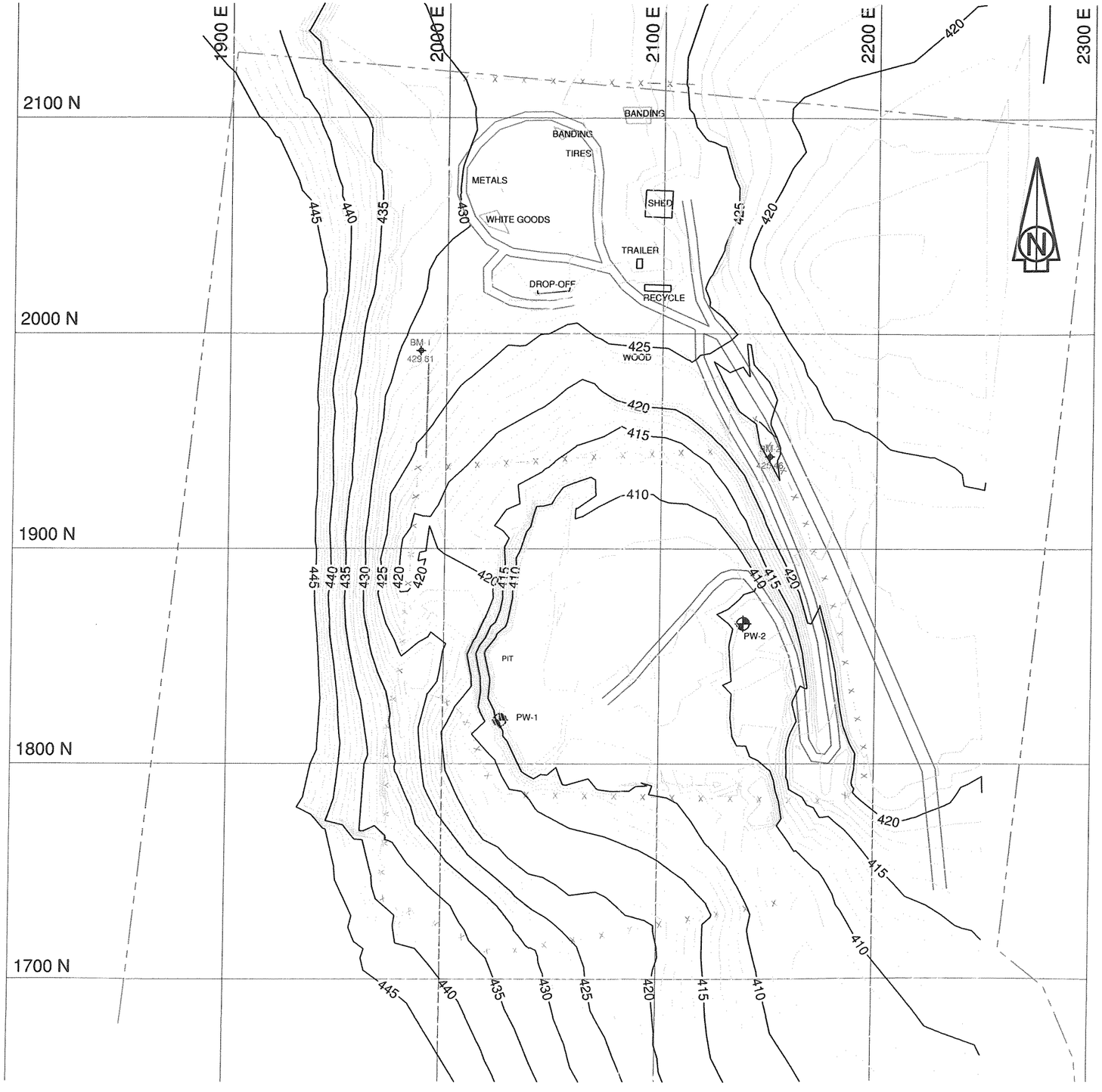
The Contractor is required to record the bulk weight of items donated to the Reuse Shed and the bulk weight of items sent from the Reuse Shed to landfill.

The Contractor is required to organize and clean the Reuse Shed as needed and at least once per week. Additionally, the Contractor will organize a full clean up at the end of each month by removing items as per the Reuse Shed Policy.

END OF DOCUMENT.

SCHEDULE "F" – SITE PLAN

See attached



PLOTTED 19/10/2004

SHA FILE X:\SHA\PROJ\Fig-1 2004 Topography

SPERLING HANSEN ASSOCIATES

Landfill Services Group

- Landfill Siting
- Design & Operations Plans
- Landfill Closure
- Environmental Monitoring

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LEGEND:

- PROPERTY LINE
- ROAD
- FENCE
- DITCH
- 5m EXISTING CONTOURS
- 1m EXISTING CONTOURS

REUSE OF DOCUMENTS

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No.	DATE	REVISIONS

CLIENT:

SQUAMISH-LILLOOET REGIONAL DISTRICT

PROJECT:

LILLOOET LANDFILL

TITLE:

LILLOOET LANDFILL
SITE TOPOGRAPHY (JAN. 16, 2004)
COMBINED WITH 1993 SURVEY

SCALE:	PROJECT NO:	
1:2000	PRJ 04034	
DRAWING NO:	DRAWN	CHECKED
FIGURE 1	BM/BR	TS