



CONTRACT NO. ERM2024-013
Galiano Island Recycling Resources Society
Galiano Recycling Depot

Capital Regional District
625 Fisgard St, PO Box 1000, Victoria BC, V8W 2S6

Table of Contents

Contract for Services	Page 3
Schedule "A" – General Conditions	Page 6
Schedule "B" – Supplementary General Conditions	Page 15
Schedule "C" – Services & Fees	Page 16
Schedule "D" – Insurance Requirements	Page 24
Schedule "E" – Privacy Protection Schedule	Page 26
Schedule "F" – Material List	Page 27

CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of _____, 20 _____

BETWEEN:

CAPITAL REGIONAL DISTRICT
Headquarters, 625 Fisgard Street, Victoria, BC V8W 1R7

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

Galiano Island Recycling Resource Society
Certificate of Incorporation No. S-29337
P.O. Box 21
Galiano Island, BC V0N 1P0

("Vendor", "Contractor", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. By Solid Waste Disposal Local Service Establishment Bylaw No. 1, 1991, the CRD was granted authority to enter into contracts to provide waste disposal service and resource recovery from waste.
- B. The CRD wishes to procure residential multi-material recycling depot services for Galiano Recycling Depot (the "**Project**").
- C. The CRD has agreed to engage the Vendor and the Vendor has agreed to provide the services, work, products, and deliverables described in Schedule "C" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.
- D. The Vendor has, as objects, the organization, maintenance, and operation of a multi-material recycling program on Galiano Island.

NOW THEREFORE the CRD and the Vendor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

1. **Agreement Documents** This Agreement includes this Contract for Services between the CRD and the Vendor and the following schedules:

- Schedule "A" – General Conditions
- Schedule "B" – Supplementary General Conditions
- Schedule "C" – Services & Fees
- Schedule "D" – Insurance Requirements
- Schedule "E" – Privacy Protection
- Schedule "F" – Material List

(together, the "**Agreement Documents**")

2. **Services** The Vendor will provide the Services described in Schedule "C" to this Agreement in accordance with the Agreement Documents.
3. **Entire Agreement** The Agreement Documents constitute the entire Agreement between us and the Vendor and supersedes all previous expectations, understanding, communications, representations, and agreements whether verbal or written between the CRD and the Vendor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Vendor.
4. **Conflict** In the event of a conflict within the Agreement Documents, the order of priority of documents, from highest to lowest shall be:
 - this Contract for Services between the CRD and the Vendor
 - Schedule "B" – Supplementary General Conditions
 - Schedule "A" – General Conditions
 - Schedule "C" – Services & Fees
 - Schedule "D" – Insurance Requirements
 - Schedule "E" – Privacy Protection
 - Schedule "F" – Material List
5. **Notice** Any notice or other communication (each, a "notice") required or permitted under this Agreement shall be in writing and delivered in person or by courier, or sent by email or by prepaid registered mail, as follows:

to the CRD:

P.O. Box 1000
625 Fisgard Street
Victoria, BC V8W 2S6

Attention: Russ Smith, Senior Manager, ERM

Email: rsmith@crd.bc.ca

to the Vendor:

220 Sturdies Bay Road
Galiano Island, BC
V0N 1P0

Attention: Renée Macdonald, Operations Manager

Email: galianorecycles@gmail.com

or to such other address or email address that is delivered by a party to the other party in accordance with this section.

6. A notice given:
 - a. by personal delivery or by courier is considered received at the time of acceptance by the receiving party;
 - b. by email is considered received on the next business day after the date it is sent; and
 - c. by mail is considered received 72 hours after the time of mailing.
7. If normal mail or email service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

CAPITAL REGIONAL DISTRICT by its
authorized signatories:

Name

Signed this ____ day of _____, 20 ____

Galiano Island Recycling Resource Society by
its authorized signatories:

Name

Name

Signed this ____ day of _____, 20 ____

SCHEDULE "A"
GENERAL CONDITIONS (CONSULTING SERVICES)

VENDOR'S OBLIGATIONS

1. Standard of Care

- a. You must provide the Services with the degree of care, skill and diligence normally provided by vendors having similar qualifications in the performance of duties of a nature similar to the Services, and to our satisfaction, and you must provide the Services within the time limits specified in Schedule "C" or, if no time limit is specified in Schedule "C", you must provide the Services promptly.
- b. All your workers and sub-contractors, if applicable, must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any individual or sub-contractor employed or engaged in the work by you, who in our opinion, does not perform the work in a skillful manner, appears to be incompetent, acts in a disorderly or intemperate manner, or who acts in a way to offend public conscience, shall, at our written request or, if in our opinion, urgent, oral demand, be removed from the provision of the Services and any applicable work site immediately and shall not be employed against in any portion of the Services without our advance written approval.

2. Term and Schedule

- a. The term of this Agreement is described in Schedule "C". If no term is specified in Schedule "C" and subject to earlier termination of this Agreement, this Agreement's term continues until the Services are performed to our satisfaction and all work product is delivered and accepted as satisfactory by us, and you and we have performed all obligations required under this Agreement.
- b. The Vendor shall provide the Services and any associated deliverables on the agreed-upon schedule between the Vendor and us, based on an updated schedule by the Vendor and agreed-upon by us in writing, or as otherwise directed by us. Changes to the schedule of services or deliverables can occur by us in writing at any time. Schedule changes by us do not attract additional compensation, but in our sole discretion, we can extend the term of this Agreement where warranted.

- 3. Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "C" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

4. Confidentiality

- a. Neither party shall disclose any information, data or secret of the other party ("Confidential Information") to any person other than representatives of the other party duly designated for that purpose by a party in writing and neither party shall use for its own purposes or for any purpose other than the Services under this Agreement any information, data, or secret it may acquire as a result of this Agreement. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required by applicable laws, courts of competent jurisdiction, or professional standards, but shall limit disclosure of the Confidential Information to the extent legally required and prior to disclosure will notify the other party in writing of the existence, circumstances, and conditions of disclosure and any terms unless prohibited by law. For clarity, Confidential Information should be marked as such by the disclosing party.
- b. Excluded from the definition of Confidential Information is:
 - i. Information which is in, or becomes part of, the public domain, not due to a party,

its employees, agents, volunteers, or sub-contractor's breach of this Agreement or actions;

ii. Information which was previously in a party's possession and did not originate from the other party; and

iii. Information which lawfully becomes available to a party from a third party not under an obligation of confidence to the other party regarding such information.

c. Each party acknowledges that in the event of a breach by it or any of its employees, agents, volunteers or subcontractors of the confidentiality obligations pursuant to this section 4, damages are not an adequate remedy and agree that, in addition to and without limiting any other right or remedy the other party may have, the party whose Confidential Information was disclosed will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

d. Each party shall return all copies of the Confidential Information to the other party, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems (subject to any right to retain, if any, in section 7 [Ownership of Materials and Retention of Intellectual Property]), upon the earliest of the following dates: shall return all copies of the Confidential Information to us, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems (subject to your right to retain, if any, in section 7 [Ownership of Materials and Retention of Intellectual Property]), upon the earliest of the following dates:

i. Completion of the Services;

ii. Expiration or earlier termination of this Agreement;

iii. Written request by a disclosing party for return.

5. **Restriction on Promotion** You must not, without our prior written approval, refer for promotional purposes to us or our associated entities being your customer or our having entered into this Agreement, including disclosure or promotion of its Agreement with us by way of verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, Internet domain names, press releases, brochures or other written materials.

6. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation. Without limiting the scope of this section and by way of example only, you are prohibited from and will not provide any services which assist or could be seen to be assistance to any person an unfair competitive advantage over other proponents or tenderers responding to a procurement call by us.

7. **Ownership of Materials and Retention of Intellectual Property:**

a. For the purposes of this section 7, the following terms have the following meanings:

i. **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, that is incorporated or embedded in any Produced Material by you or a sub-contractor or sub-consultant;

ii. **"Material"** means Produced Material and Received Material.

iii. **"Produced Material"** means plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials, whether complete or not, that, as a

result of this Agreement, are produced or provided to us by you or a sub-contractor or sub-consultant, as part of the Services, and includes Incorporated Material

- iv. **"Received Material"** means plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials, whether complete or not, that, as a result of this Agreement, are received by you or a subcontractor from us or any other person.
- b. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
- c. We exclusively own all intellectual property rights, including copyright, in:
 - i. Received Material that you receive from us; and
 - ii. Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights which you, your sub-contractors, or your respective employees may have in the Produced Material and that confirm that the copyright in the Produced Material is vested in us, other than any Incorporated Material.

- d. Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant to us:
 - i. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - ii. the right to sublicense or assign to third parties any or all of the rights granted to the District under section 7(d)(i).
- e. Upon delivery of the Services to our satisfaction, on expiry or earlier termination of this Agreement, or at any time at our written request, you must turn over to us all Received Material and Produced Material. You may keep a single copy of the Produced Material for your own archival purposes. This copy is non-exclusively licensed to you for your archival purposes, but for no other purposes unless expressly agreed to by us in writing. After the end of the Term, we may in our sole discretion, negotiate with you to provide us a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material. For certainty, this section does not apply to Incorporated Material.
- f. The parties to this Agreement recognize that a breach by you of any of the requirements contained in this section 7 would result in damages to us and that we could not adequately be compensated for such damages by monetary award. You agree that, in the event of any such breach, in addition to all other remedies available to us at law or in equity, we are entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this section 7.

8. **Representations and Warranties** As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows

- a. All information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
- b. You have sufficient trained staff, facilities, materials, appropriate equipment and approved

sub-contractual agreements in place and available to enable the Contractor to fully perform the Services

- c. You hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement;
- d. This Agreement has been legally and properly executed by you, or on your behalf, and is legally binding upon and enforceable against you in accordance with its terms; and
- e. If you are not an individual, you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by you or on your behalf.

9. **Survival and Severability** It is understood and agreed that the covenants and agreements contained in sections 4 [*Confidentiality*], 5 [*Restriction on Promotion*], 6 [*Conflict of Interest*], 7 [*Ownership of Materials and Retention of Intellectual Property*], 8 [*Representations and Warranties*], 9 [*Survival and Severability*], 10 [*Indemnification*], 11 [*Waiver of Consequential Damages*], and 22 [*Access to Records*] shall survive the expiry or earlier termination of this Agreement and that those sections are severable for such purpose.

10. **Indemnification** You must indemnify and save harmless us and our elected officials, directors, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising (each a "Loss")

- a. from an error, omission, or negligent or wrongful act of you or your agents, employees, sub-consultants, sub-contractors, or anyone else you are responsible for at law, to the extent a Loss is caused or contributed to by you or anyone you are responsible for at law;
- b. from or in any way related to unpaid WorkSafeBC assessments, fees, fines, costs or other penalties owing from any person or corporation engaged by you in performance of this Agreement or arising out of or in any way related to your failure or the failure of anyone you are responsible for at law to observe safety rules, regulations, and practices of WorkSafeBC, including penalties levied by WorkSafeBC;
- c. from your breach of this Agreement; or
- d. from any of your representations or warranties being or becoming untrue.

11. **Waiver of Consequential Damages** We shall never be liable to you for any special, indirect, incidental, punitive or consequential damages, including business interruption, economic loss, or loss of revenue, reputation, use of property or equipment, earnings, income or profits, even if you advised us of this possibility of such potential loss or damage in advance. You shall never be liable to us for any special, indirect, incidental, punitive or consequential damages unless we have advised you of this in advance in the solicitation and this possibility is documented otherwise or as a "liquidated damage" in Schedule "C".

12. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "D" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.

13. **Compliance with Laws and Collective Agreement**

- a. You must comply with all laws applicable to the provision of the Services.

- b. Whenever in the performance of this Agreement any employee of the Vendor performs work of the same or a similar nature to work for which a position and wage is specified in the collective agreement between the CRD and the Canadian Union of Public Employees Local 1978 (the "Collective Agreement"), the Vendor shall, as required by Article 29.01 of the Collective Agreement, pay such employee a wage not less than the wage set out in the Collective Agreement. The Vendor shall require any permitted subcontractor to do the same. If non-compliance is found, the Vendor will resolve the non-compliance within 14 calendar days.

14. **Compliance with Policies and Safety Agreement**

- a. In any case where the Vendor, its employees or its sub-contractors, if applicable, shall be working alongside, interacting with or working in the vicinity of CRD employees or volunteers in the performance of the Agreement, the Vendor shall ensure that it and all its employees and sub-contractors, if applicable, comply and are familiar with the following CRD policies (which the CRD will make available to the Vendor, upon the Vendor's request):
 - i. Communicable Disease Prevention Plan
 - ii. Respectful Workplace, ADM73
 - iii. Violence in the Workplace Policy, ADM66
 - iv. Substance Use Abuse Policy, ADM64
 - v. Smoking In the Workplace Policy, ADM58
- b. You must comply with the Privacy Protection Schedule attached as Schedule "E".

15. **Assignment & Sub-Contracting**

- a. **No Assignment without consent** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
- b. **Sub-contracting** Where sub-contracting is permitted by us in writing, you will administer, coordinate, and manage all Services provided by any sub-contractors and will assume full responsibility to us for all work performed by the sub-contractors in relation to the Services and will pay all fees and disbursements of all sub-contractors. Where a sub-contractor is used, you will legally bind the sub-contractor to comply with this Agreement. Nothing in this Agreement will create any contractual relationship between a sub-contractor and us. Should your sub-contractor not be paid, we may at our option pay your sub-contractor and withhold or deduct these amounts from any amount owing to you, or alternatively, you shall pay us such amounts on demand forthwith.

- 16. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.

- 17. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

- 18. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "C". Where you are specifically authorized in Schedule "C" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "C" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance

with our accounts payable policies.

19. **Right of Set-off Service or Quality Issues** Should there be issues of quality or service delivery in the performance of the Services or completion of any work product that cannot be resolved within 15 working days of notice to you to our satisfaction as sole judge of the work and Services, we may, acting reasonably, withhold monies owing or set-off such amounts against the cost of completing the work or remedy such issues by our own forces or other vendors.
20. **Requests for Additional Work or Change Order** We may, from time to time and at any time on prior written notice to you, request additional work to be performed as part of the Services to be provided by you or may reduce the scope of Services to be provided by you (a "Change Order"). Such a request shall be made in writing with clear instructions and defined deliverables, or where scope is reduced, with a clear description of the scope change. Where you are willing to perform this additional work, it shall be done so at the rates as set out in Schedule "C" or as otherwise agreed to by the parties in advance in writing. Where the performance of this additional work will affect the schedule or any specified delivery dates for deliverables, these will be adjusted as agreed to by both the Parties in writing or as otherwise directed by us. Where we reduce the scope of the Services, the anticipated price of the Services shall be reduced accordingly and you shall have no additional compensation or claim for lost profits, expenses, or otherwise as a result of this scope reduction, unless otherwise agreed to by us in writing. This Change Order is in addition to the maximum amount payable set out in section 3 of Schedule "C", however, no Change Order may increase the maximum amount payable under this contract by more than 50%.
21. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.
22. **Access to Records** You will keep proper accounts and records of performance of the Services, including but not limited to all costs and expenditures forming the basis of any billing to us, and where fees are to be paid on a daily or hourly rate, maintain time records and descriptions of services provided. During the term of this Agreement and for a period of three years after the termination of this Agreement for any reason, we shall have access to, and be permitted to inspect and copy, such books, records, invoices, receipts, vouchers, documents, and other evidence directly related to the performance of the Services. You must permit us to exercise, and provide reasonable assistance to us in the exercise of, our rights under this section. For clarity, this does not impact your obligations relating to personal information, if any, set out in the Schedule "E" or by statute.

TERMINATION AND SUSPENSION

23. In sections 24, 25, and 26 a "default" means any of the following:
 - a. You becoming insolvent or assigned into bankruptcy;
 - b. You failing to perform any of your obligations under the Agreement, including any part or portion of the Services, Services to the quality expected by us under the Agreement, or Services or portions thereof by agreed-upon deliverable dates with no extension being granted in advance;
 - c. You become unable to provide any part of or portion of the service due to absence other than seasonal illness or reasonable vacation time of workers or key personnel in accordance with section 26 [*Termination for Absence*]; or
 - d. Any representation or warranty made by you in this Agreement being or becoming untrue or incorrect.
24. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us to our satisfaction, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to

any other rights or remedies we may have. On such termination, we shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.

25. **Obligation to Notify of Default** If you become aware that you are in default or anticipate you will likely be in default, you must notify us promptly of the particulars of the default in writing and specify the steps you propose taking to remedy, address, or prevent recurrence or occurrence of the default.
26. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors set forth in this Agreement or as otherwise agreed to by us in writing for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
27. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.
28. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you one hundred and eighty (180) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination, subject to any set-off we may have taken to the effective date.
- 28.1. **With Notice by Vendor** If you are unwilling or unable to proceed with the Project you may terminate this Agreement by giving us 180 (180) days written notice. If you give such notice, you must continue to perform the Services reasonably necessary to close out the Services and complete the deliverables as directed by us, including transitioning all records and materials to a new vendor of our choosing. We will pay you the fees and authorized disbursements properly owing as of the effective date of termination.
- 28.2. **With Notice by Vendor for Unpaid Fees** If we are in default of our obligation to pay you amounts which we do not dispute (or have a right to set-off or withhold) under this Agreement and we have not paid within thirty (30) days a notice of default to us from you in writing, you may give us written notice of your intention to suspend services. Fifteen (15) days after the provision of such notice, you may suspend your services, conducting only such services as are necessary to preserve any work product or portions of the Services required to be delivered to us under the Agreement. If we have not provided payment for your services fifteen (15) days after the date of suspension, you may terminate this agreement by providing us five (5) days written notice. If you give such notice, you must perform the Services reasonably necessary to close out the Services and complete deliverables as directed by us, including transitioning all records and materials to a new vendor of our choosing. We will pay you the undisputed fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

29. Provision of Information

- a. **Only Claims in Contract** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of this Agreement, the supply of oral or written information to you, or the carrying out of the CRD's responsibilities under

this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the supply of oral or written information to you, or the carrying out of the CRD's responsibilities under this Agreement.

- b. **Responsible for Own Diligence** You are responsible for your own due diligence and you acknowledge there is no substitute for your careful review of materials, solicitations, information, documentation, and investigations consistent with your area of expertise and with the standard of care set out elsewhere in this Agreement, and raising any concerns regarding the accuracy and completeness of such information with us at the earliest opportunity. No reviews, approvals, or inspections carried out or information supplied by us will derogate from the duties and obligations of the vendor (with respect to designs, reviews, inspections, approvals, or otherwise) and all responsibility related to the Services will be and remain with the Vendor. In no event will any acceptance, approval, inspection, or confirmation relieve you of your obligation for all aspects of the Services.
30. **CRD to Respond** We will give prompt consideration to all draft reports, drawings, and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
31. **Site Access & Safety Orientation** You are responsible for arranging any safety orientations necessary for work at the Project site, as necessary.
32. **Work Reporting** Upon our request you must fully inform us of all work done by you or a sub-contractor in connection with providing the Services.
33. **Instructions** We may from time to time give you reasonable written instructions as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
34. **Key Personnel** If one or more individuals are specified as "Key Personnel" in Schedule "C", you must cause those individuals to perform the Services on your behalf, unless we otherwise approve in writing, which approval will not be unreasonably withheld.
35. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
36. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Vendor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
37. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
38. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to the CRD alone and never refer to the combination of the Vendor and CRD. The combination of the CRD and the Vendor is referred to as "the parties".
39. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
40. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

41. **Time** Time is of the essence in this Agreement.
42. **Unavoidable Delay** Notwithstanding section 41 [*Time*], except for the performance of obligations to pay money, the time periods for the parties to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. If Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay or on knowledge that non-performance will be forthcoming, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of obligations under this Agreement, furnishing such evidence as reasonably requested by the other party to demonstrate the Unavoidable Delay. The parties will make best efforts to perform what portions of their obligations under this Agreement can be performed, but are under no obligation to do so once an event of Unavoidable Delay is declared. No additional compensation will be available and the only remedy for the parties' obligations after the Unavoidable Delay is an extension of the term of this Agreement and time to provide the Services. If the Unavoidable Delay continues for more than 30 days from declaration, either party may terminate this agreement by written notice as if the termination were done under section 27 [*Suspension*]. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform, including acts of God, war, government action, labour action. It does not include illness; shortage of staff; delays of suppliers, sub-contractors, or other vendors; the Vendor's lack of financial resources; the Vendor's insolvency; or any governmental action taken in the enforcement of law against the Vendor or its sub-contractors.
43. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.
44. **Independent Legal Advice** You acknowledge you have been given the opportunity to seek independent legal advice before executing this Agreement.

DISPUTE RESOLUTION

45. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Vendor, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
46. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Vendor.
47. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

48. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "**CRD Representative**") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.
49. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "**Project Manager**") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

FORCE MAJEURE

50. **Force Majeure** Neither party to this Agreement will be liable to the other for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to an act of God, natural disaster, earthquake, fire, flood, war, riot, civil disturbance, epidemic, pandemic, prolonged power failure or court or governmental order beyond such party's reasonable control (each an event of

"Force Majeure"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure event. The party to which the Force Majeure event applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement. If either party's failure or delay in fulfilling its obligations under this Agreement due to a Force Majeure event exceeds 30 days, then either party may immediately terminate this Agreement in whole or in part by giving written notice of termination.

SCHEDULE "B"
SUPPLEMENTARY GENERAL CONDITIONS

SCHEDULE “C”
SERVICES AND FEES

1 DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

"Agreement" means this Agreement and includes all schedules.

"Container" means any container used for storage of Household In-Scope PPP at the Recycling Depot.

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

"Customer" means all British Columbia residential users of the Service at the Recycling Depot.

"Designated Post-Collection Service Provider" means the entity, designated by Recycle BC, to receive Vendor-collected Inbound Material.

"Enactment" means an enactment as defined in the Interpretation Act (British Columbia).

"Engineer" means the General Manager of the Environmental Services Department of the CRD or their appointed representative.

"Flexible Plastics" means material listed in the "Flexible Plastics" category of the Material List.

"Foam Packaging" means material listed in the "Foam Packaging" category of the Material List.

"Glass Bottles and Jars" means material listed in the "Glass Bottles and Jars" category of the Material List.

"Household In-Scope Packaging and Printed Paper" or "PPP" means the recyclable materials set out in Schedule F and such other materials identified as Household In-Scope PPP by Recycle BC in writing from time to time.

"ICI PPP" means In-Scope PPP from an ICI location.

"Industrial, Commercial and Institutional" or "ICI" means any operation or facility other than a residential household, including: industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"Materials List" means Recycle BC's list of accepted materials which is incorporate herein by reference and available here: <https://recyclebc.ca/what-can-i-recycle/>.

"Mixed Containers" means material listed in the "Plastic Containers", "Carton and Paper Cups", "Aluminum Containers" and "Steel Containers" categories of the Material List.

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

"Packaging and Printed Paper" or "PPP" means Paper and Cardboard, Mixed Containers, Glass Bottles and Jars, Flexible Plastics and Foam Packaging.

"Paper and Cardboard" means material listed in the "Paper" and "Paper Packaging and Cardboard" categories of the Materials List.

"Processing" means the sorting, handling and preparation of materials for shipment.

"Recycle BC" means the not-for-profit stewardship agency responsible for the management of Packaging and Printed Products (PPP) to whom CRD is contracted to manage PPP on Galiano Island.

"Recycling Depot" means the recycling facility operated by the Vendor in accordance with the terms of Schedule C of this Agreement to which Household In-Scope PPP can be delivered by Customers and includes all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

"Recycling Program" or "Service" mean the Service as described in Schedule C of this Agreement.

"Reuse" means conventional reuse where the item is used again whole and intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. a wine bottle reused to hold flowers).

"Scavenge" means unauthorized rerouting of collected Household In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of Household In-Scope PPP for Reuse.

"Service Area" means Galiano Island in British Columbia.

"Work Product" means the deliverables to be created or provided to CRD by the Vendor pursuant to any work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by the Vendor, CRD or Vendor and CRD.

2 TERM

The term of this Agreement commences on January 1, 2026, and expires on December 31, 2029 (the "term").

3 SERVICES

The Vendor will undertake, provide or be involved in the following services:

Provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the receiving, handling and storage of packaging and printed paper (PPP) material from residences on Galiano Island for acceptance, processing and marketing by Recycle BC's Designated Post-Collection Service Provider, in accordance with the terms listed below. The Vendor shall not impose a fee to Customers who drop off PPP materials at the Recycling Depot. The Vendor, as part of the Service provided, shall operate a Recycling Depot within the boundaries of Galiano Island, all as more particularly set out below.

(herein referred to as the "Service" or "Services")

3.1 Scope of Work

The Service required to be performed under this Agreement consists of the receiving, handling and storage of PPP materials from residences on Galiano Island. The Vendor shall perform such services as are required to provide a Household In-Scope PPP recycling program and shall not be entitled to receive any remuneration from the CRD or Recycle BC other than provided for in this Agreement

unless separately contracted for with the CRD. All work included in this Agreement shall be performed to the satisfaction of the Engineer.

The works covered by the Agreement include, but are not restricted to:

- (a) supply, operation and maintenance of the Recycling Depot;
- (b) collecting Household In-Scope PPP from residential Customers at the Recycling Depot within the Service Area for acceptance and marketing by Recycle BC's Designated Post-Collection Service Provider;
- (c) accurately reporting all statistical data and finances.

3.2 Recycling Depot

The Vendor shall, as part of its facilities, maintain a staffed and secure recycling centre for receiving, processing and storing Household In-Scope PPP, not less than 10 hours per week, during the period of 9 a.m. to 5 p.m., excluding Sundays and statutory holidays, unless otherwise agreed by both parties.

As a condition of this Agreement, the Vendor shall accept, at the Recycling Depot, the Household In-Scope PPP materials accepted by the RecycleBC program and listed on their full material lists Schedule F, originating from residential use, at no charge to the resident. In-scope PPP materials are subject to change. In-Scope PPP material categories include:

- i) Paper and Cardboard
- ii) Mixed Containers
- iii) Flexible Plastics
- iv) White Foam Packaging
- v) Coloured Foam Packaging
- vi) Glass Bottles and Jars

Other materials may be accepted by the Vendor for reuse or recycling, including PPP materials originating from non-residential sources. These materials must be kept separately from PPP received from residential sources and the CRD and Recycle BC shall take no financial or other responsibility for the collection or disposal of these non-residential PPP or other materials.

All Recycling Depot facilities will be maintained in a clean and sanitary manner at all times and in compliance with all applicable enactments and CRD and Recycle BC requirements. All collection areas will have appropriate safety markings in accordance with applicable law. Equipment will be maintained in good condition at all times, at the Vendor's expense. All facilities and the equipment to manage the Household In-Scope PPP will operate properly and be maintained, at the Vendor's expense, in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to CRD and Recycle BC. All vehicles used by the facility for the management of Household In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.

The site shall be patrolled regularly and any blown litter, debris or garbage originating from the recycling depot located within a 50-metre radius from the property line shall be collected and disposed of at the Vendor's expense.

3.3 Packaging and Printed Product Materials

- (a) The Vendor will not place limits on the quantity of Household In-Scope PPP delivered by Customers.
- (b) Materials collected may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (c) Materials collected may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (d) Vendor will ensure that individual material categories not contain more than the specified percent of

Cross Contamination of In-Scope PPP by weight listed below. Loads of segregated material categories exceeding the weight percentage listed individually (or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

- i. Paper and Cardboard do not contain more than 1% by weight of other In Scope PPP materials categories;
 - ii. Mixed Containers do not contain more than 3% by weight of other In Scope PPP material categories;
 - iii. Foam Packaging does not contain more than 5% by weight of other In Scope PPP material categories;
 - iv. Flexible Plastics does not contain more than 5% by weight of other In Scope PPP material categories; and
 - v. Glass Bottles and Jars does not contain more than 1.5% by weight of other In-Scope PPP material categories.
- (e) Materials collected under this Agreement may not contain Hazardous Waste.
- (f) Vendor will implement and maintain reasonable procedures to ensure that materials deposited into Collection Containers at each Depot comply with the requirements set forth in this Section 2.3, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by the CRD at any time and from time to time. If the CRD determines that such procedures are inadequate, Vendor will adopt such procedures as the CRD may reasonably require in order to ensure compliance with this Section 2.3.

3.4 Service Levels

The Vendor will incur the following Service Level failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Vendor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit
1	Failure to clean-up or collect PPP that has spilled outside the Depot boundary immediately.	Twice the cost of cleanup incurred by the CRD (if the CRD performs the cleanup) plus \$500 per incident (regardless of who performs the cleanup).

	Service Level Failure	Service Level Failure Credit								
2	Acceptance by the Designated Post-Collection Service Provider of materials that contain more than 5% by weight of Not Accepted Materials.	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure Credit in respect of any calendar year shall not exceed 75% of the Fees paid in the preceding 12 months or, in the event that the Service Level Failure occurs before 12 months of Fees have been paid, the Service Level Failure Credit shall not exceed 75% of the annualized Fees paid. For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by an escalating percentage of annualized Fees in accordance with the following table: <table><tr><th>Occurrence</th><th>Per Load Amount</th></tr><tr><td>1st</td><td>2.5% of annualized Fees up to a maximum of \$2500</td></tr><tr><td>2nd</td><td>5.0% of annualized Fees up to a maximum of \$5000</td></tr><tr><td>3rd and onwards</td><td>10.0% of annualized Fees up to a maximum of \$10,000</td></tr></table>	Occurrence	Per Load Amount	1 st	2.5% of annualized Fees up to a maximum of \$2500	2 nd	5.0% of annualized Fees up to a maximum of \$5000	3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000
Occurrence	Per Load Amount									
1 st	2.5% of annualized Fees up to a maximum of \$2500									
2 nd	5.0% of annualized Fees up to a maximum of \$5000									
3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000									
3	Acceptance by the Designated Post-Collection Service Provider of materials that contain more than the specified Cross Contamination percent threshold indicated in section 2.3	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure Credit in respect of any calendar year shall not exceed 75% of the Fees paid in the preceding 12 months or, in the event that the Service Level Failure occurs before 12 months of Fees have been paid, the Service Level Failure Credit shall not exceed 75% of the annualized Fees paid. For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by an escalating percentage of annualized Fees in accordance with the following table: <table><tr><th>Occurrence</th><th>Per Load Amount</th></tr><tr><td>1st</td><td>2.5% of annualized Fees up to a maximum of \$2500</td></tr><tr><td>2nd</td><td>5.0% of annualized Fees up to a maximum of \$5000</td></tr><tr><td>3rd and onwards</td><td>10.0% of annualized Fees up to a maximum of \$10,000</td></tr></table>	Occurrence	Per Load Amount	1 st	2.5% of annualized Fees up to a maximum of \$2500	2 nd	5.0% of annualized Fees up to a maximum of \$5000	3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000
Occurrence	Per Load Amount									
1 st	2.5% of annualized Fees up to a maximum of \$2500									
2 nd	5.0% of annualized Fees up to a maximum of \$5000									
3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000									
4	Vendor delivers In-Scope PPP collected at a Depot to any person or facility (including a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise disposes of any In-Scope PPP collected at a Depot without the prior written authorization of CRD.	50% of annualized Fees per incident, up to a maximum of \$25,000.								

	Service Level Failure	Service Level Failure Credit
5	Failure to provide a required report pursuant to Section 3.4 on time.	Withholding of all Fees due to Vendor until the required report is submitted.
6	Vendor fails to provide the CRD with the required notice of a Depot ownership change or termination.	25% of annualized Fees if termination notice does not meet the required term up to a maximum of \$25,000, or suspension of service, including material pick up and payment, until the ninety (90) day required notice period is fulfilled, at the CRD's choice.

3.5 Collection Containers

The supply of Collection Containers, transportation of Household In-Scope PPP from the Recycling Depot and the subsequent processing and marketing of these materials will be the responsibility of Recycle BC's Designated Post-Collection Service Provider. Upon termination or expiration of this Agreement, Collection Containers provided by the Designated Post-Collection Service Provider and used by the Vendor to provide Recycling Depot Collection will revert to the Post-Collection Service Provider.

3.6 Collection Schedule

The Vendor will indicate the day(s) of the week and on each day that the Recycling Depot is open, the hours of operation that Collection will occur. The Vendor may change the day(s) of the week that Collection will occur, however, any changes resulting in operating hours below the contracted minimum requires written notice to the CRD at least 45 days prior to the effective date of the proposed change and obtaining written approval from the CRD. If the CRD approves the proposed change, the Vendor will provide Customers with a minimum of 30 days' notice of the schedule change.

The Vendor will provide collection on the day(s) of the week specified regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to personnel, Customers or property. The Vendor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including time closed.

3.7 Customer Service Requirements

The Vendor will staff the Recycling Depot with sufficient staff to provide personal Customer service, educate Customers regarding Household In-Scope PPP accepted and avoid Customer delay. The Vendor will place signage at the Recycling Depot to assist Customers in delivering Household In-Scope PPP to the appropriate areas of the Recycling Depot. Signage is to incorporate images and graphics available from Recycle BC through the CRD, should clearly state the Recycling Depot's hours of operation and is subject to approval by the CRD.

Vendor personnel performing the Service will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

The Vendor shall not charge Customers a fee for delivery of the Service under this Agreement. The Vendor shall not Scavenge, or permit any person (including its employees) to Scavenge, any materials from Household In-Scope PPP that have been delivered by Customers to the Recycling Depot at any time during

performance of the Service. The Vendor may collect material other than Household In-Scope PPP at the Recycling Depot if the activities do not interfere with Recycling Depot Collection of Household In-Scope PPP from Customers.

3.8 Disposal of Material

The Vendor shall not deposit any Household In-Scope PPP material in any refuse disposal site, landfill site or any lands, without the specific written approval of the CRD and Recycle BC.

The disposal of all waste collected with the Household In-Scope PPP materials shall be the responsibility of the Vendor. Such waste may be disposed of at the landfill site approved in writing by the CRD or other designated disposal facility. Haulage costs to the landfill or place of disposal and the tipping fee will be at the Vendor's expense.

3.9 Reporting Requirements

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

- (a) provide to the CRD, on the Service Commencement Date and at such other times as CRD may request, a complete inventory of the equipment to be used by Vendor to perform Depot Collection Services;
- (b) maintain such other records as may be requested by the CRD, including:
 - i. tonnage by each date on which the Designated Post-Collection Service Provider accepted the In-Scope PPP from the Depot; and
 - ii. changes to equipment or inventory;
- (c) make all records maintained pursuant to this Agreement available to the CRD upon request;
- (d) provide a report to the CRD on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Depot Collection Services no more frequently than once per quarter and no less frequently than once per year;
- (e) upon the CRD's request, provide a report to the CRD on the costs associated with the performance of Depot Collection Services, no more frequently than once per year;
- (f) upon the CRD's request, provide up to two ad-hoc reports each year, at no additional cost to the CRD, and such ad-hoc reports (i) may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information reports; and (ii) will not require the Vendor to expend more than forty (40) staff hours per year to complete, and such records and reports will be provided in CRD-defined format and software compatibility. For reports that are provided at the CRD's request, the CRD will use best efforts to communicate such request sixty (60) days in advance of due date. The Vendor and the CRD will meet to discuss requests outside of this scope, all parties being reasonable.
- (g) A summary of customer feedback, request for information and any other relevant information.

3.10 Additional Terms

Execution of this Agreement does not confer to the Vendor exclusive access to Customers in the Service Area for the provision of Recycling Depot Collection Service.

4 **MAXIMUM AMOUNT PAYABLE:**

The maximum amount payable for this contract is \$627,363.36 (plus GST), inclusive of the 2% annual inflation adjustment.

5 **FEES**

The yearly fee is \$152,213.25 plus GST, divided in 12 equal monthly disbursements, starting January 1, 2026, for performing the Services during the Term. The Fee shall be increased for inflation by 2% annually beginning January 1, 2027. If this Agreement terminates prior to the completion of the deliverables, the fees payable will be reduced by us, acting reasonably, based on a pro-rated assessment of the Services

completed to the effective date of termination.

Payment to the Vendor will be reduced by any charges imposed on the CRD by Recycle BC for contamination in excess of the maximum allowable of 5% by weight or any other service level failures.

The CRD shall retain all financial incentives available from Recycle BC for the Household In-Scope PPP material collected under this Agreement.

Additional Work

No additional work shall be undertaken without express written consent of the CRD and a quote provided in advance of commencing such work. The additional work shall be governed by the rates and terms of this contract.

6 EXPENSES

None.

7 INVOICES

In order to obtain payment of any fees under this Agreement, the Vendor must send an invoice to the CRD at the beginning of each month. A written invoice in a form satisfactory to the CRD containing:

- (a) the Vendor's legal name and address;
- (b) the date of the invoice;
- (c) reference and a description of this Agreement to which the invoice relates;
- (d) monthly fee amount;
- (e) any other billing information reasonably requested by the CRD.

8 PAYMENT

Within 30 days of the CRD's receipt of the Vendor's written invoice delivered in accordance with this Schedule, the CRD must pay the Vendor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the CRD as required to obtain the discount.

SCHEDULE "D"
INSURANCE REQUIREMENTS

1. The Vendor shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in Canada:

(a) **Commercial General Liability Insurance**

- i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
- ii) this shall be an occurrence-based policy with a five million (\$5,000,000.00) minimum limit;
- iii) the Capital Regional District shall be named as an additional insured;
- iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
- v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD (the "**Notice Requirement**"); and
- vi) the Vendor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

If waived in writing by CRD, the CRD will not be liable for any loss or damage caused by the Vendor's tortious or wrongful acts nor will the CRD defend or indemnify the Vendor for such acts. The Vendor understands and agrees it is solely responsible for its defence costs and damages arising.

Notwithstanding the requirement under section 1(a)(v), if the Vendor is unable to obtain an insurance policy that provides a Notice Requirement, the Vendor may obtain insurance without a Notice Requirement, but must forthwith (i) notify the CRD of any cancellation to or alteration of the policy; and (ii) obtain insurance that is compliant with the requirements specified in sections 1(a)(i) to (iv), if the policy is cancelled, or the alteration results the policy not meeting one or more of those requirements,

(b) **Automobile Insurance**

If using a vehicle for CRD purposes under this contract, the Vendor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the Vendor in connection with this agreement.

(c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Vendor's equipment including loss of use thereof. Each and every policy insuring Vendor's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

(d) **Professional Liability (Errors and Omissions) Insurance**

If applicable¹, the Vendor shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period. The Vendor shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

2. The Vendor shall require that any and all of its Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Vendor of its obligations under this schedule shall not relieve the Vendor of liability under the indemnity provisions set forth in this

¹ Professional Liability insurance is only available to certain professions, such as Engineers and Geoscientists, Accountants, Architects, Planners, Insurance Brokers, Financial Planners, and the like.

Agreement, nor shall it limit liability of the Vendor to the limits of any insurance policy.

4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Vendor if the Vendor is in default under this Agreement.

SCHEDULE "E"
PRIVACY PROTECTION

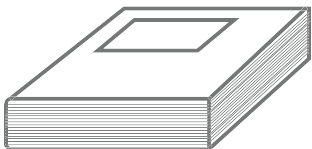
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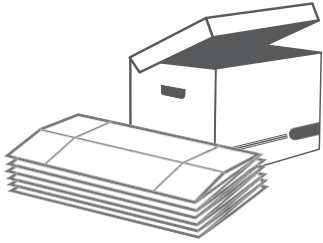
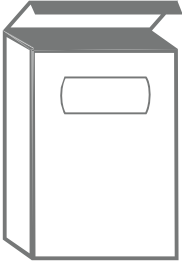
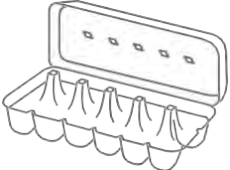
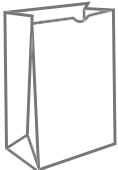
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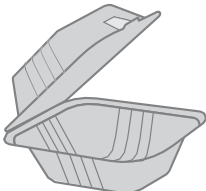


MATERIAL & DESCRIPTION

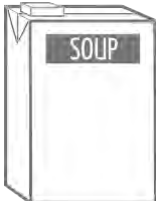
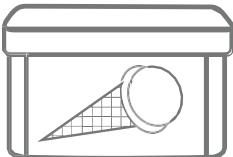
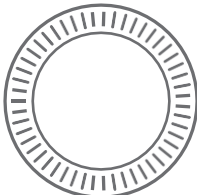
DO NOT INCLUDE

	Newspaper and flyers Daily and community newspapers and advertising flyers	Plastic bags used to cover newspaper/flyers (take to Recycle BC recycling depot), rubber bands
	Magazines and catalogues All types	
	Telephone books Phone books, directories	Hardcover or paperback books (donate or sell)
	Writing home/office paper and correspondence Notepads; loose leaf paper, white or coloured computer copier and printer paper; printed paper, plain and window envelopes; shredded paper If you live in a community or multi-family building that has separate bins or bags for paper and containers recycling, you may place shredded paper securely inside a paper bag or box (to prevent litter) and include with your paper recycling. If you live in a community or multi-family building that utilizes one bin or bag for all of your recycling, please place shredded paper inside a securely-tied, see-through, plastic bag (no opaque, coloured or black bags).	

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Corrugated cardboard boxes Shipping boxes, grocery and liquor store boxes, pizza boxes, Banker's Boxes, and moving boxes Empty boxes and flatten large corrugated boxes and cut down to no larger than 30" wide (78 cm) X 30" tall (78 cm), staples and tape OK.	Items that are not packaging-like products, long-term storage containers such as heavy-duty plastic boxes or totes.
 Cardboard/boxboard Boxes for cereal, shoes, tissues, pizza, frozen entrees, desserts, detergent, etc. Carrier trays for bulk bottled water, soft drinks, cans, food, etc., cores for paper towel and toilet tissue Flatten and place boxboard directly into the collection container, not inside another box. Remove liner bags and food residue.	Paper towels or napkins (include with green waste, if applicable), tissues
 Moulded boxboard packaging Egg cartons, take-out beverage trays, empty paper-based garden pots, etc.	Dirt in garden pots
 Paper bags (Kraft paper) Any colour, including brown grocery sacks, white prescription bags, brown envelopes	Wax paper and parchment paper
 Multi-layer paper bags Multi-layered paper bags for flour, sugar, etc.	Bags with a foil layer, bags with a plastic layer

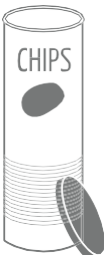
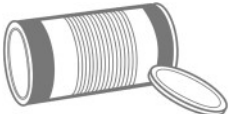
MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Purchased gift bags, boxes Paper bags and boxes that are purchased for gift giving	Items that are not packaging-like products, bags and boxes that use plastic and/or paper material, bags and boxes with glitter and rope handles
	Paper party decorations Paper party decorations can include pennant flags, streamers, decorative hanging pieces, etc. These items must not contain any plastic material including glitter.	Items made with layers of plastic and paper, including glitter, party items that are not décor (e.g., costume wear, party eyeglasses), party décor that contaminates the paper stream (e.g., balloons, glitter, tinsel, noisemakers, etc.)
	Non-durable paper food containers Kraft (brown) or white paper take-out containers Must be clean for recycling.	Wax paper and parchment paper, plastic or metal food storage containers
	Disposable hangers Paper – lightweight compressed paper (included with clothing)	Durable hangers (e.g., wire, sturdy plastic, metal, or wood)

CONTAINERS

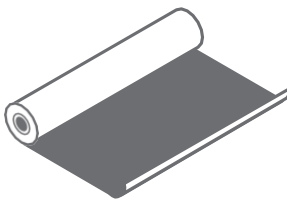
MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Paper cups For hot and cold beverages Empty and rinse cups. Remove lids and place loose with container recycling. Recycle paper sleeves separately.	Items that are not single use, or compostable, biodegradable, or oxo-degradable plastics
	Gable-top cartons For cream, substitute eggs, sugar, molasses, etc. Empty and rinse cartons.	Paper towels or napkins (include with green waste, if applicable), tissues
	Aseptic boxes or cartons For cream, soup, broth, sauces, etc.	Stand-up pouches
	Frozen dessert boxes For ice cream, frozen yogurt, etc. Empty and rinse cartons.	
	Paper plates Coated paper plates All plates must be rinsed clean for recycling.	Uncoated paper plates, or plates that are soiled with food leftovers, plates labelled compostable, biodegradable, or oxo-compostable

CONTAINERS



MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Empty spray containers For air fresheners, shaving cream, deodorant, hairspray, etc. Empty containers before putting your blue box.	Spray paint cans, aerosol cans with any contents remaining, propane cylinders
	Spiral wound cans and metal lids For frozen juice concentrate, potato chips, cookie dough, coffee, nuts, baby formula, etc.	Paper towels or napkins (include with green waste, if applicable), tissues, etc.
	Steel cans and lids For food including pet food, tins for cookies, tea, chocolates, etc., include metal lid Empty and rinse cans. Labels are OK.	Steel paint cans, coat hangers, pots, pans and baking trays, propane cylinders, metal toys, appliances, metal hardware or other scrap metal, wiring or metal cords, extension cords
	Aluminum cans and lids For food including seafood, pet food, etc. Empty and rinse cans. Labels are OK.	Propane tanks or propane canisters
	Metal storage containers Thin-gauge metal tins	Durable storage containers (e.g., metal food storage containers)

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Aluminum foil disposables Aluminum pie plates, baking dishes and trays, etc. Materials must be clean for recycling. Durable storage containers such as glass or metal food storage containers
	Aluminum foil Foil wrap used for food storage Foil wrap must be rinsed clean for recycling. Wax paper or parchment paper
	Plastic jugs with screw tops For cooking oil, laundry detergent, fabric softener, cleaning solutions, cleaning products, body care products, windshield washer fluid, etc. Empty and rinse jugs. Labels OK.
	Plastic clamshells For baked goods, fruit, produce, eggs, etc. Containers are clear with hinged or click-closed tops. Empty and rinse containers for recycling. Labels OK. Compostable, biodegradable, oxo-degradable plastics

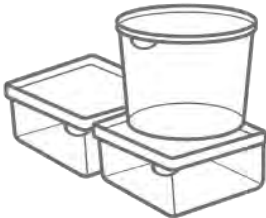
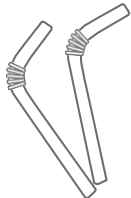
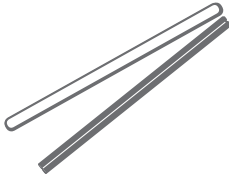
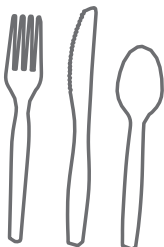
CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Plastic jars and lids For peanut butter, jam, nuts, condiments, vitamins and supplements, personal care products and cosmetics, pharmaceuticals, etc. Plastic jars have wide mouths with screw top lids. Empty and rinse jars for recycling. Labels OK. Stand-up pouches
	Plastic bottles and caps For food, dish soap, mouthwash, shampoos, conditioners and other personal care products, pills and vitamins, laundry products, household cleaners, automotive cleaners (e.g., glass cleaner, windshield washer fluid, etc.) Plastic bottles can have screw caps, spray pumps or pull-up tops. Empty and rinse bottles for recycling. Labels OK. Stand-up pouches, containers for motor oil, vehicle lubricant, or antifreeze products
	Plastic trays and tops For deli chicken, single-serve meals, prepared foods, baked goods, housewares and hardware (e.g., screws, picture hangers, etc.) Containers are clear or have black bottom trays with clear domes. Empty and rinse trays for recycling. White, black or colour foam trays (take to Recycle BC depot), soft plastic packaging for perishable foods (e.g., meat, poultry, fish or cheese, etc.), plastic/foil packaging for items like chewing gum and pills

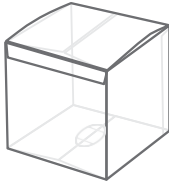
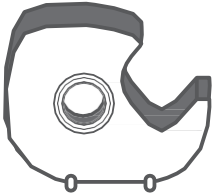
CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Plastic tubs and lids For margarine, spreads, yogurt, cottage cheese, sour cream, ice cream, etc. Empty and rinse tubs. For single-use coffee and tea pods: Empty and rinse pods. Remove lids and not include lids with recycling. Grounds can be composted.	Packaging labelled compostable, biodegradable, oxo-degradable plastics or foil lids from coffee and tea pods, coffee grounds (include with green waste, if applicable)
 Plastic cold drink cups with lids Beverage cups Empty and rinse cups for recycling. Separate straws.	Foam cups (take to Recycle BC depot), plastic packaging labelled compostable, biodegradable, oxo-degradable, napkins (include with green waste, if applicable)
 Plant pots and saucers Plastic only	Ceramics or items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable
 Plastic pails For laundry detergent, ice cream, pet food, etc. Recycle BC accepts pails that are less than 25 litres. Larger pails should be disposed of through a commercial hauler.	Plastic paint cans, plastic pails larger than 25L, pails for lubricants and oils
 Microwavable bowls and cups For soups and entrees Remove lids and place loose in recycling container.	Bowls with metal rims, napkins (include with green waste, if applicable)

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Non-durable plastic food containers Plastic lunch containers Durable storage containers such as glass or metal food storage containers, items labelled compostable, biodegradable, or oxo-compostable
	Disposable hangers Plastic – lightweight (included with clothing) Durable hangers (e.g., wire, sturdy plastic, metal, or wood), plastic labelled compostable, biodegradable, or oxo-degradable
	Plastic straws Plastic drinking straws Paper or metal straws
	Plastic stir sticks Plastic stir sticks used for coffee Wooden stir sticks
	Plastic cutlery Plastic spoons, forks, and knives commonly provided with take-out meals Plastic cutlery must be rinsed clean for recycling. Wooden cutlery, items labelled compostable, biodegradable, or oxo-compostable

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Plastic gift boxes Plastic boxes purchased for gift giving	Items that are not packaging-like products, bags and boxes with glitter and rope handles, or items labelled compostable, biodegradable, or oxo-compostable
 Plastic tape dispensers Plastic casing used to hold household tape	Items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable plastic
 Plastic dental floss container Plastic case used to hold dental floss	Items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable plastic, used dental floss

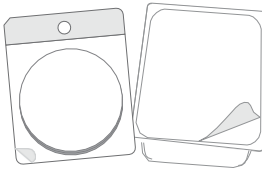
MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Non-Deposit Glass Bottles and Jars Clear or coloured. Check with your recycling collector for instructions. Empty and rinse bottles and jars. Labels OK. Include lids with container recycling.	Drinking glasses, dishes, cookware, whole or broken window glass or mirrors, ceramic mugs or other ceramic products, light bulbs and light fixtures

May be collected separately from curbside or multi-family buildings.

Check with your collector.

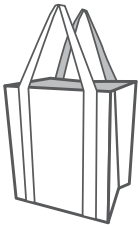
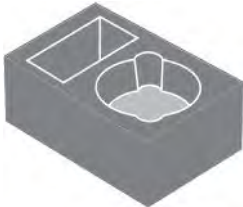
DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Plastic bags and overwrap Plastic bags for groceries, dry cleaning, bread, newspapers and flyers; bags for produce, dry bulk foods, and most frozen vegetables; outer bags and wrap for diapers, feminine hygiene products, paper towels, tissues, soft drink can flats; bags for water softener salt, wood pellets and garden products; overwrap on mattresses, furniture and electronic equipment Bags must be empty when returning to a depot.	Crinkly cellophane wrap for tea, floral arrangements, etc., packaging labelled biodegradable, compostable, or oxo-degradable, lumber or construction wrap
	Stand-up and zipper lock pouches Zipper lock pouches for frozen foods like berries, seafood, prepared foods; zipper lock bags for fresh foods like grapes, deli meats; stand-up pouches for baby food, hand soap refills; stand-up and zipper lock pouches for dried fruits, granola, sugar, oatmeal, grated cheese, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl
	Crinkly wrappers and bags Bags for potato chips, candy, dried pasta, cereal, etc.; wrappers for cheese slices, snack bars, instant noodles, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl
	Flexible packaging with plastic seal Packaging for fresh pasta, pre-packaged deli meats, pre-packaged cheese, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl

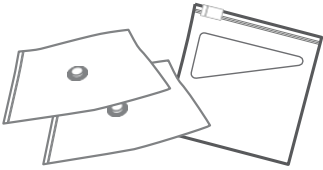
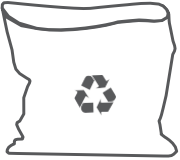
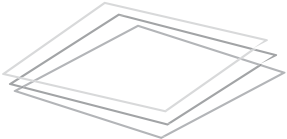
DROP-OFF ONLY: FLEXIBLE PLASTICS



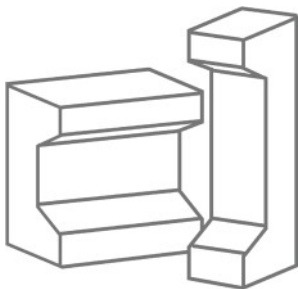
MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Woven and net plastic bags Net bags for avocados, onions, oranges, lemons, limes, etc.; woven plastic bags for rice, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl, plastic squeeze tubes
 Non-food protective packaging Padded protective plastic like plastic shipping envelopes, plastic air packets, bubble wrap	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl, plastic squeeze tubes
 Recycling bags Transparent, single-use plastic bags for recycling	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable
 Reusable plastic-only carry-out bags Reusable plastic bags provided with purchase, or purchased as product	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable, or carry-out bags with PVC/vinyl
 Squishy cushion packaging blocks and sheets Commonly used in electronics packaging	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable, or with PVC/vinyl, hard foam packaging (recycle with foam packaging, see purple category page)

DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Food storage, sandwich and freezer bags, vacuum seal bags Bags used for food storage, or bags purchased to store items with a vacuum seal	Items designed for disposal (i.e., garbage/compost/leaf bags), or aluminum foil lined food storage bags, packaging labelled biodegradable, compostable, or oxo-degradable
 Plastic shrink wrap Plastic shrink wrap found on meat in grocery stores, or electronics, or used to seal products Must be clean for recycling.	Items designed for (i.e., garbage/compost/leaf bags), or aluminum foil lined food storage bags, packaging labelled biodegradable, compostable, or oxo-degradable
 Purchased gift bags, boxes Bags and boxes that are purchased for gift giving	Items that are not packaging-like products, bags and boxes that use plastic material, as well as paper; bags and boxes with glitter and rope handles, or packaging labelled biodegradable, compostable, or oxo-degradable
 Reusable plastic curbside recycling bags Thick, opaque reusable plastic bags used for curbside recycling in BC	Items labelled biodegradable, compostable, or oxo-degradable
 LDPE/HDPE plastic sheets Drop sheets for painting, covering items	Items that are not packaging-like products, items labelled biodegradable, compostable, or oxo-degradable, or made with PVC/vinyl
 Bubble wrap Plastic-only bubble wrap	Items that are not packaging-like products, or items labelled compostable, biodegradable, or oxo-compostable, or made with PVC/vinyl, bubble wrap-lined paper envelopes

DROP-OFF ONLY: FOAM PACKAGING

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Foam food containers and trays Meat trays, foam egg cartons, foam clamshells, foam cups and bowls, etc. Remove food residue and liquid absorbing pads. Sort white and coloured foam into appropriate collection container at the depot.	Liquid-absorbing pads, napkins (include with green waste, if applicable)
 Foam Cushion Packaging Foam cushion packaging used to protect electronics, small appliances, etc. Remove food residue and liquid absorbing pads. Sort white and coloured foam into appropriate collection container at the depot.	Labels, tape, paper and cardboard (recycle separately), foam peanuts, packing chips or noodles, blue or pink foam board insulation, foam furniture (e.g., sofa cushions)



CONTRACT NO. ERM2024-011
Pender Island Recycling Society
Pender Island Recycling Depot

Capital Regional District
625 Fisgard St, PO Box 1000, Victoria BC, V8W 2S6

Table of Contents

Contract for Services	Page 3
Schedule "A" – General Conditions	Page 6
Schedule "B" – Supplementary General Conditions	Page 16
Schedule "C" – Services & Fees	Page 17
Schedule "D" – Insurance Requirements	Page 25
Schedule "E" – Privacy Protection Schedule	Page 27
Schedule "F" – Material List	Page 28

CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of _____, 20 _____

BETWEEN:

CAPITAL REGIONAL DISTRICT
Headquarters, 625 Fisgard Street, Victoria, BC V8W 1R7

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

Pender Island Recycling Society
4400 Otter Bay Rd
Pender Island, BC
V0N 2M1

("Vendor", "Contractor", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. By Solid Waste Disposal Local Service Establishment Bylaw No. 1, 1991, the CRD was granted authority to enter into contracts to provide waste disposal service and resource recovery from waste.
- B. The CRD wishes to procure residential multi-material recycling depot services for Pender Island Recycling Depot (the "**Project**").
- C. The CRD has agreed to engage the Vendor and the Vendor has agreed to provide the services, work, products, and deliverables described in Schedule "C" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.
- D. The Society has, as objects, the organization, maintenance, and operation of a multi-material recycling program on Pender Island.

NOW THEREFORE the CRD and the Vendor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

1. **Agreement Documents** This Agreement includes this Contract for Services between the CRD and the Vendor and the following schedules:

- Schedule "A" – General Conditions
- Schedule "B" – Supplementary General Conditions
- Schedule "C" – Services & Fees
- Schedule "D" – Insurance Requirements
- Schedule "E" – Privacy Protection
- Schedule "F" – Material List

(together, the "**Agreement Documents**")

2. **Services** The Vendor will provide the Services described in Schedule “C” to this Agreement in accordance with the Agreement Documents.
3. **Entire Agreement** The Agreement Documents constitute the entire Agreement between us and the Vendor and supersedes all previous expectations, understanding, communications, representations, and agreements whether verbal or written between the CRD and the Vendor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Vendor.
4. **Conflict** In the event of a conflict within the Agreement Documents, the order of priority of documents, from highest to lowest shall be:
 - this Contract for Services between the CRD and the Vendor
 - Schedule “B” – Supplementary General Conditions
 - Schedule “A” – General Conditions
 - Schedule “C” – Services & Fees
 - Schedule “D” – Insurance Requirements
 - Schedule “E” – Privacy Protection
 - Schedule “F” – Material List
5. **Notice** Any notice or other communication (each, a “notice”) required or permitted under this Agreement shall be in writing and delivered in person or by courier, or sent by email or by prepaid registered mail, as follows:

to the CRD:

P.O. Box 1000
625 Fisgard Street
Victoria, BC V8W 2S6

Attention: Russ Smith, Senior Manager, ERM

Email: rsmith@crd.bc.ca

to the Vendor:

4400 Otter Bay Rd
Pender Island, BC
V0N 2M1

Attention: Laura Begley, Executive Director

Email: laura@penderislandrecycling.com

or to such other address or email address that is delivered by a party to the other party in accordance with this section.

6. A notice given:
 - a. by personal delivery or by courier is considered received at the time of acceptance by the receiving party;
 - b. by email is considered received on the next business day after the date it is sent; and
 - c. by mail is considered received 72 hours after the time of mailing.
7. If normal mail or email service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until

actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

CAPITAL REGIONAL DISTRICT by its
authorized signatories:

Name

Signed this ____ day of _____, 20 ____

Pender Island Recycling Society by its
authorized signatories:

Name

Name

Signed this ____ day of _____, 20 ____

SCHEDULE "A"
GENERAL CONDITIONS (CONSULTING SERVICES)

VENDOR'S OBLIGATIONS

1. Standard of Care

- a. You must provide the Services with the degree of care, skill and diligence normally provided by vendors having similar qualifications in the performance of duties of a nature similar to the Services, and to our satisfaction, and you must provide the Services within the time limits specified in Schedule "C" or, if no time limit is specified in Schedule "C", you must provide the Services promptly.
- b. All your workers and sub-contractors, if applicable, must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any individual or sub-contractor employed or engaged in the work by you, who in our opinion, does not perform the work in a skillful manner, appears to be incompetent, acts in a disorderly or intemperate manner, or who acts in a way to offend public conscience, shall, at our written request or, if in our opinion, urgent, oral demand, be removed from the provision of the Services and any applicable work site immediately and shall not be employed against in any portion of the Services without our advance written approval.

2. Term and Schedule

- a. The term of this Agreement is described in Schedule "C". If no term is specified in Schedule "C" and subject to earlier termination of this Agreement, this Agreement's term continues until the Services are performed to our satisfaction and all work product is delivered and accepted as satisfactory by us, and you and we have performed all obligations required under this Agreement.
- b. The Vendor shall provide the Services and any associated deliverables on the agreed-upon schedule between the Vendor and us, based on an updated schedule by the Vendor and agreed-upon by us in writing, or as otherwise directed by us. Changes to the schedule of services or deliverables can occur by us in writing at any time. Schedule changes by us do not attract additional compensation, but in our sole discretion, we can extend the term of this Agreement where warranted.

- 3. Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "C" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

4. Confidentiality

- a. Neither party shall disclose any information, data or secret of the other party ("Confidential Information") to any person other than representatives of the other party duly designated for that purpose by a party in writing and neither party shall use for its own purposes or for any purpose other than the Services under this Agreement any information, data, or secret it may acquire as a result of this Agreement. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required by applicable laws, courts of competent jurisdiction, or professional standards, but shall limit disclosure of the Confidential Information to the extent legally required and prior to disclosure will notify the other party in writing of the existence, circumstances, and conditions of disclosure and any terms unless prohibited by law. For clarity, Confidential Information should be marked as such by the disclosing party.
- b. Excluded from the definition of Confidential Information is:
 - i. Information which is in, or becomes part of, the public domain, not due to a party, its employees, agents, volunteers, or sub-contractor's breach of this Agreement

or actions;

ii. Information which was previously in a party's possession and did not originate from the other party; and

iii. Information which lawfully becomes available to a party from a third party not under an obligation of confidence to the other party regarding such information.

c. Each party acknowledges that in the event of a breach by it or any of its employees, agents, volunteers or subcontractors of the confidentiality obligations pursuant to this section 4, damages are not an adequate remedy and agree that, in addition to and without limiting any other right or remedy the other party may have, the party whose Confidential Information was disclosed will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

d. Each party shall return all copies of the Confidential Information to the other party, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems (subject to any right to retain, if any, in section 7 [Ownership of Materials and Retention of Intellectual Property]), upon the earliest of the following dates: shall return all copies of the Confidential Information to us, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems (subject to your right to retain, if any, in section 7 [Ownership of Materials and Retention of Intellectual Property]), upon the earliest of the following dates:

i. Completion of the Services;

ii. Expiration or earlier termination of this Agreement;

iii. Written request by a disclosing party for return.

5. **Restriction on Promotion** You must not, without our prior written approval, refer for promotional purposes to us or our associated entities being your customer or our having entered into this Agreement, including disclosure or promotion of its Agreement with us by way of verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, Internet domain names, press releases, brochures or other written materials.

6. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation. Without limiting the scope of this section and by way of example only, you are prohibited from and will not provide any services which assist or could be seen to be assistance to any person an unfair competitive advantage over other proponents or tenderers responding to a procurement call by us.

7. **Ownership of Materials and Retention of Intellectual Property:**

a. For the purposes of this section 7, the following terms have the following meanings:

i. **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, that is incorporated or embedded in any Produced Material by you or a sub-contractor or sub-consultant;

ii. **"Material"** means Produced Material and Received Material.

iii. **"Produced Material"** means plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials, whether complete or not, that, as a result of this Agreement, are produced or provided to us by you or a sub-contractor or sub-consultant, as part of the Services, and includes Incorporated Material.

- iv. **"Received Material"** means plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials, whether complete or not, that, as a result of this Agreement, are received by you or a subcontractor from us or any other person.
- b. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
- c. We exclusively own all intellectual property rights, including copyright, in:
 - i. Received Material that you receive from us; and
 - ii. Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights which you, your sub-contractors, or your respective employees may have in the Produced Material and that confirm that the copyright in the Produced Material is vested in us, other than any Incorporated Material.

- d. Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant to us:
 - i. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - ii. the right to sublicense or assign to third parties any or all of the rights granted to the District under section 7(d)(i).
- e. Upon delivery of the Services to our satisfaction, on expiry or earlier termination of this Agreement, or at any time at our written request, you must turn over to us all Received Material and Produced Material. You may keep a single copy of the Produced Material for your own archival purposes. This copy is non-exclusively licensed to you for your archival purposes, but for no other purposes unless expressly agreed to by us in writing. After the end of the Term, we may in our sole discretion, negotiate with you to provide us a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material. For certainty, this section does not apply to Incorporated Material.
- f. The parties to this Agreement recognize that a breach by you of any of the requirements contained in this section 7 would result in damages to us and that we could not adequately be compensated for such damages by monetary award. You agree that, in the event of any such breach, in addition to all other remedies available to us at law or in equity, we are entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this section 7.

8. **Representations and Warranties** As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows

- a. All information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
- b. You have sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable the Contractor to fully perform the Services

- c. You hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement;
 - d. This Agreement has been legally and properly executed by you, or on your behalf, and is legally binding upon and enforceable against you in accordance with its terms; and
 - e. If you are not an individual, you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by you or on your behalf.
- 9. **Survival and Severability** It is understood and agreed that the covenants and agreements contained in sections 4 [*Confidentiality*], 5 [*Restriction on Promotion*], 6 [*Conflict of Interest*], 7 [*Ownership of Materials and Retention of Intellectual Property*], 8 [*Representations and Warranties*], 9 [*Survival and Severability*], 10 [*Indemnification*], 11 [*Waiver of Consequential Damages*], and 22 [*Access to Records*] shall survive the expiry or earlier termination of this Agreement and that those sections are severable for such purpose.
- 10. **Indemnification** You must indemnify and save harmless us and our elected officials, directors, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising (each a "Loss")
 - a. from an error, omission, or negligent or wrongful act of you or your agents, employees, sub-consultants, sub-contractors, or anyone else you are responsible for at law, to the extent a Loss is caused or contributed to by you or anyone you are responsible for at law;
 - b. from or in any way related to unpaid WorkSafeBC assessments, fees, fines, costs or other penalties owing from any person or corporation engaged by you in performance of this Agreement or arising out of or in any way related to your failure or the failure of anyone you are responsible for at law to observe safety rules, regulations, and practices of WorkSafeBC, including penalties levied by WorkSafeBC;
 - c. from your breach of this Agreement; or
 - d. from any of your representations or warranties being or becoming untrue.
- 11. **Waiver of Consequential Damages** We shall never be liable to you for any special, indirect, incidental, punitive or consequential damages, including business interruption, economic loss, or loss of revenue, reputation, use of property or equipment, earnings, income or profits, even if you advised us of this possibility of such potential loss or damage in advance. You shall never be liable to us for any special, indirect, incidental, punitive or consequential damages unless we have advised you of this in advance in the solicitation and this possibility is documented otherwise or as a "liquidated damage" in Schedule "C".
- 12. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "D" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
- 13. **Compliance with Laws and Collective Agreement**
 - a. You must comply with all laws applicable to the provision of the Services.
 - b. Whenever in the performance of this Agreement any employee of the Vendor performs work of the same or a similar nature to work for which a position and wage is specified in

the collective agreement between the CRD and the Canadian Union of Public Employees Local 1978 (the "Collective Agreement"), the Vendor shall, as required by Article 29.01 of the Collective Agreement, pay such employee a wage not less than the wage set out in the Collective Agreement. The Vendor shall require any permitted subcontractor to do the same. If non-compliance is found, the Vendor will resolve the non-compliance within 14 calendar days.

14. **Compliance with Policies and Safety Agreement**

- a. In any case where the Vendor, its employees or its sub-contractors, if applicable, shall be working alongside, interacting with or working in the vicinity of CRD employees or volunteers in the performance of the Agreement, the Vendor shall ensure that it and all its employees and sub-contractors, if applicable, comply and are familiar with the following CRD policies (which the CRD will make available to the Vendor, upon the Vendor's request):
 - i. Communicable Disease Prevention Plan
 - ii. Respectful Workplace, ADM73
 - iii. Violence in the Workplace Policy, ADM66
 - iv. Substance Use Abuse Policy, ADM64
 - v. Smoking In the Workplace Policy, ADM58
- b. You must comply with the Privacy Protection Schedule attached as Schedule "E".

15. **Assignment & Sub-Contracting**

- a. **No Assignment without consent** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
- b. **Sub-contracting** Where sub-contracting is permitted by us in writing, you will administer, coordinate, and manage all Services provided by any sub-contractors and will assume full responsibility to us for all work performed by the sub-contractors in relation to the Services and will pay all fees and disbursements of all sub-contractors. Where a sub-contractor is used, you will legally bind the sub-contractor to comply with this Agreement. Nothing in this Agreement will create any contractual relationship between a sub-contractor and us. Should your sub-contractor not be paid, we may at our option pay your sub-contractor and withhold or deduct these amounts from any amount owing to you, or alternatively, you shall pay us such amounts on demand forthwith.

16. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.

17. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

18. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "C". Where you are specifically authorized in Schedule "C" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "C" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.

19. **Right of Set-off Service or Quality Issues** Should there be issues of quality or service delivery in

the performance of the Services or completion of any work product that cannot be resolved within 15 working days of notice to you to our satisfaction as sole judge of the work and Services, we may, acting reasonably, withhold monies owing or set-off such amounts against the cost of completing the work or remedy such issues by our own forces or other vendors.

20. **Requests for Additional Work or Change Order** We may, from time to time and at any time on prior written notice to you, request additional work to be performed as part of the Services to be provided by you or may reduce the scope of Services to be provided by you (a "Change Order"). Such a request shall be made in writing with clear instructions and defined deliverables, or where scope is reduced, with a clear description of the scope change. Where you are willing to perform this additional work, it shall be done so at the rates as set out in Schedule "C" or as otherwise agreed to by the parties in advance in writing. Where the performance of this additional work will affect the schedule or any specified delivery dates for deliverables, these will be adjusted as agreed to by both the Parties in writing or as otherwise directed by us. Where we reduce the scope of the Services, the anticipated price of the Services shall be reduced accordingly and you shall have no additional compensation or claim for lost profits, expenses, or otherwise as a result of this scope reduction, unless otherwise agreed to by us in writing. This Change Order is in addition to the maximum amount payable set out in section 3 of Schedule "C", however, no Change Order may increase the maximum amount payable under this contract by more than 50%.
21. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.
22. **Access to Records** You will keep proper accounts and records of performance of the Services, including but not limited to all costs and expenditures forming the basis of any billing to us, and where fees are to be paid on a daily or hourly rate, maintain time records and descriptions of services provided. During the term of this Agreement and for a period of three years after the termination of this Agreement for any reason, we shall have access to, and be permitted to inspect and copy, such books, records, invoices, receipts, vouchers, documents, and other evidence directly related to the performance of the Services. You must permit us to exercise, and provide reasonable assistance to us in the exercise of, our rights under this section. For clarity, this does not impact your obligations relating to personal information, if any, set out in the Schedule "E" or by statute.

TERMINATION AND SUSPENSION

23. In sections 24, 25, and 26 a "default" means any of the following:
 - a. You becoming insolvent or assigned into bankruptcy;
 - b. You failing to perform any of your obligations under the Agreement, including any part or portion of the Services, Services to the quality expected by us under the Agreement, or Services or portions thereof by agreed-upon deliverable dates with no extension being granted in advance;
 - c. You become unable to provide any part of or portion of the service due to absence other than seasonal illness or reasonable vacation time of workers or key personnel in accordance with section 26 [*Termination for Absence*]; or
 - d. Any representation or warranty made by you in this Agreement being or becoming untrue or incorrect.
24. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us to our satisfaction, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have. On such termination, we shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.

25. **Obligation to Notify of Default** If you become aware that you are in default or anticipate you will likely be in default, you must notify us promptly of the particulars of the default in writing and specify the steps you propose taking to remedy, address, or prevent recurrence or occurrence of the default.
26. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors set forth in this Agreement or as otherwise agreed to by us in writing for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
27. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.
28. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you one hundred and eighty (180) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination, subject to any set-off we may have taken to the effective date.
- 28.1. **With Notice by Vendor** If you are unwilling or unable to proceed with the Project you may terminate this Agreement by giving us 180 (180) days written notice. If you give such notice, you must continue to perform the Services reasonably necessary to close out the Services and complete the deliverables as directed by us, including transitioning all records and materials to a new vendor of our choosing. We will pay you the fees and authorized disbursements properly owing as of the effective date of termination.
- 28.2. **With Notice by Vendor for Unpaid Fees** If we are in default of our obligation to pay you amounts which we do not dispute (or have a right to set-off or withhold) under this Agreement and we have not paid within thirty (30) days a notice of default to us from you in writing, you may give us written notice of your intention to suspend services. Fifteen (15) days after the provision of such notice, you may suspend your services, conducting only such services as are necessary to preserve any work product or portions of the Services required to be delivered to us under the Agreement. If we have not provided payment for your services fifteen (15) days after the date of suspension, you may terminate this agreement by providing us five (5) days written notice. If you give such notice, you must perform the Services reasonably necessary to close out the Services and complete deliverables as directed by us, including transitioning all records and materials to a new vendor of our choosing. We will pay you the undisputed fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

29. Provision of Information

- a. **Only Claims in Contract** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of this Agreement, the supply of oral or written information to you, or the carrying out of the CRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the supply of oral or

written information to you, or the carrying out of the CRD's responsibilities under this Agreement.

- b. **Responsible for Own Diligence** You are responsible for your own due diligence and you acknowledge there is no substitute for your careful review of materials, solicitations, information, documentation, and investigations consistent with your area of expertise and with the standard of care set out elsewhere in this Agreement, and raising any concerns regarding the accuracy and completeness of such information with us at the earliest opportunity. No reviews, approvals, or inspections carried out or information supplied by us will derogate from the duties and obligations of the vendor (with respect to designs, reviews, inspections, approvals, or otherwise) and all responsibility related to the Services will be and remain with the Vendor. In no event will any acceptance, approval, inspection, or confirmation relieve you of your obligation for all aspects of the Services.
30. **CRD to Respond** We will give prompt consideration to all draft reports, drawings, and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
31. **Site Access & Safety Orientation** You are responsible for arranging any safety orientations necessary for work at the Project site, as necessary.
32. **Work Reporting** Upon our request you must fully inform us of all work done by you or a sub-contractor in connection with providing the Services.
33. **Instructions** We may from time to time give you reasonable written instructions as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
34. **Key Personnel** If one or more individuals are specified as "Key Personnel" in Schedule "C", you must cause those individuals to perform the Services on your behalf, unless we otherwise approve in writing, which approval will not be unreasonably withheld.
35. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
36. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Vendor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
37. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
38. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to the CRD alone and never refer to the combination of the Vendor and CRD. The combination of the CRD and the Vendor is referred to as "the parties".
39. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
40. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
41. **Time** Time is of the essence in this Agreement.
42. **Unavoidable Delay** Notwithstanding section 41 [Time], except for the performance of obligations to

pay money, the time periods for the parties to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. If Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay or on knowledge that non-performance will be forthcoming, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of obligations under this Agreement, furnishing such evidence as reasonably requested by the other party to demonstrate the Unavoidable Delay. The parties will make best efforts to perform what portions of their obligations under this Agreement can be performed, but are under no obligation to do so once an event of Unavoidable Delay is declared. No additional compensation will be available and the only remedy for the parties' obligations after the Unavoidable Delay is an extension of the term of this Agreement and time to provide the Services. If the Unavoidable Delay continues for more than 30 days from declaration, either party may terminate this agreement by written notice as if the termination were done under section 27 [*Suspension*]. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform, including acts of God, war, government action, labour action. It does not include illness; shortage of staff; delays of suppliers, sub-contractors, or other vendors; the Vendor's lack of financial resources; the Vendor's insolvency; or any governmental action taken in the enforcement of law against the Vendor or its sub-contractors.

43. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.
44. **Independent Legal Advice** You acknowledge you have been given the opportunity to seek independent legal advice before executing this Agreement.

DISPUTE RESOLUTION

45. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Vendor, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
46. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Vendor.
47. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

48. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "**CRD Representative**") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.
49. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "**Project Manager**") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

FORCE MAJEURE

50. **Force Majeure** Neither party to this Agreement will be liable to the other for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to an act of God, natural disaster, earthquake, fire, flood, war, riot, civil disturbance, epidemic, pandemic, prolonged power failure or court or governmental order beyond such party's reasonable control (each an event of "Force Majeure"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure event. The party

to which the Force Majeure event applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement. If either party's failure or delay in fulfilling its obligations under this Agreement due to a Force Majeure event exceeds 30 days, then either party may immediately terminate this Agreement in whole or in part by giving written notice of termination.

SCHEDULE "B"
SUPPLEMENTARY GENERAL CONDITIONS

NO SUPPLEMENTARY GENERAL CONDITIONS.

SCHEDULE “C”
SERVICES AND FEES

1 DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

"Agreement" means this Agreement and includes all schedules.

"Container" means any container used for storage of Household In-Scope PPP at the Recycling Depot.

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

"Customer" means all British Columbia residential users of the Service at the Recycling Depot.

"Designated Post-Collection Service Provider" means the entity, designated by Recycle BC, to receive Vendor-collected Inbound Material.

"Enactment" means an enactment as defined in the Interpretation Act (British Columbia).

"Engineer" means the General Manager of the Environmental Services Department of the CRD or their appointed representative.

"Flexible Plastics" means material listed in the "Flexible Plastics" category of the Material List.

"Foam Packaging" means material listed in the "Foam Packaging" category of the Material List.

"Glass Bottles and Jars" means material listed in the "Glass Bottles and Jars" category of the Material List.

"Household In-Scope Packaging and Printed Paper" or "PPP" means the recyclable materials set out in Schedule F and such other materials identified as Household In-Scope PPP by Recycle BC in writing from time to time.

"ICI PPP" means In-Scope PPP from an ICI location.

"Industrial, Commercial and Institutional" or "ICI" means any operation or facility other than a residential household, including: industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"Materials List" means Recycle BC's list of accepted materials which is incorporate herein by reference and available here: <https://recyclebc.ca/what-can-i-recycle/>.

"Mixed Containers" means material listed in the "Plastic Containers", "Carton and Paper Cups", "Aluminum Containers" and "Steel Containers" categories of the Material List.

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

"Packaging and Printed Paper" or "PPP" means Paper and Cardboard, Mixed Containers, Glass Bottles and Jars, Flexible Plastics and Foam Packaging.

"Paper and Cardboard" means material listed in the "Paper" and "Paper Packaging and Cardboard" categories of the Materials List.

"Processing" means the sorting, handling and preparation of materials for shipment.

"Recycle BC" means the not-for-profit stewardship agency responsible for the management of Packaging and Printed Paper (PPP) to whom CRD is contracted to manage PPP on Pender Island.

"Recycling Depot" means the recycling facility operated by the Vendor in accordance with the terms of Schedule C of this Agreement to which Household In-Scope PPP can be delivered by Customers, and includes all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

"Recycling Program" or "Service" mean the Service as described in Schedule C of this Agreement.

"Reuse" means conventional reuse where the item is used again whole and intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. a wine bottle reused to hold flowers).

"Scavenge" means unauthorized rerouting of collected Household In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of Household In-Scope PPP for Reuse.

"Service Area" means Pender Island in British Columbia.

"Work Product" means the deliverables to be created or provided to CRD by the Vendor pursuant to any work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by the Vendor, CRD or Vendor and CRD.

2 TERM

The term of this Agreement commences on January 1, 2026, and expires on December 31, 2029 (the "term").

3 SERVICES

The Vendor will undertake, provide or be involved in the following services:

Provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the receiving, handling and storage of packaging and printed paper (PPP) material from residences on Pender Island for acceptance, processing and marketing by Recycle BC's Designated Post-Collection Service Provider, in accordance with the terms listed below. The Vendor shall not impose a fee to Customers who drop off PPP materials at the Recycling Depot. The Vendor, as part of the Service provided, shall operate a Recycling Depot within the boundaries of Pender Island, all as more particularly set out below.

(herein referred to as the "Service" or "Services")

3.1 Scope of Work

The Service required to be performed under this Agreement consists of the receiving, handling and storage of PPP materials from residences on Pender Island. The Vendor shall perform such services as are required to provide a Household In-Scope PPP recycling program and shall not be entitled to receive any remuneration from the CRD or Recycle BC other than provided for in this Agreement

unless separately contracted for with the CRD. All work included in this Agreement shall be performed to the satisfaction of the CRD.

The works covered by the Agreement include, but are not restricted to:

- (a) supply and operation of the Recycling Depot;
- (b) collecting Household In-Scope PPP from residential Customers at the Recycling Depot within the Service Area for acceptance and marketing by Recycle BC's Designated Post-Collection Service Provider;
- (c) accurately reporting all statistical data and finances.

3.2 Recycling Depot

The Vendor shall, as part of its facilities, maintain a staffed and secure recycling centre for receiving, processing and storing Household In-Scope PPP, not less than 10 hours per week, during the period of 9 a.m. to 5 p.m., excluding Sundays and statutory holidays, unless otherwise agreed by both parties.

As a condition of this Agreement, the Vendor shall accept, at the Recycling Depot, the Household In-Scope PPP materials accepted by the Recycle BC program and listed on their full material lists (Schedule F), originating from residential use, at no charge to the resident. In-scope PPP materials are subject to change. In-Scope PPP material categories include:

- i) Paper and Cardboard
- ii) Mixed Containers
- iii) Flexible Plastics
- iv) White Foam Packaging
- v) Coloured Foam Packaging
- vi) Glass Bottles and Jars

Other materials may be accepted by the Vendor for reuse or recycling, including PPP materials originating from non-residential sources. These materials must be kept separately from PPP received from residential sources and the CRD and Recycle BC shall take no financial or other responsibility for the collection or disposal of these non-residential PPP or other materials.

All Recycling Depot facilities will be maintained in a clean and sanitary manner at all times and in compliance with all applicable enactments and CRD and Recycle BC requirements. All collection areas will have appropriate safety markings in accordance with applicable law. Equipment will be maintained in good condition at all times, at the Vendor's expense. All facilities and the equipment to manage the Household In-Scope PPP will operate properly and be maintained, at the Vendor's expense, in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to CRD and Recycle BC. All vehicles used by the facility for the management of Household In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.

The site shall be patrolled regularly and any blown litter, debris or garbage originating from the recycling depot located within a 50-metre radius from the property line shall be collected and disposed of at the Vendor's expense.

3.3 Packaging and Printed Paper Materials

- (a) The Vendor will not place limits on the quantity of Household In-Scope PPP delivered by Customers.
- (b) Materials collected may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (c) Materials collected may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (d) Vendor will ensure that individual material categories not contain more than the specified percent of

Cross Contamination of In-Scope PPP by weight listed below. Loads of segregated material categories exceeding the weight percentage listed individually (or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

- i. Paper and Cardboard do not contain more than 1% by weight of other In Scope PPP materials categories;
 - ii. Mixed Containers do not contain more than 3% by weight of other In Scope PPP material categories;
 - iii. Foam Packaging does not contain more than 5% by weight of other In Scope PPP material categories;
 - iv. Flexible Plastics does not contain more than 5% by weight of other In Scope PPP material categories; and
 - v. Glass Bottles and Jars does not contain more than 1.5% by weight of other In-Scope PPP material categories.
- (e) Materials collected under this Agreement may not contain Hazardous Waste.
- (f) Vendor will implement and maintain reasonable procedures to ensure that materials deposited into Collection Containers at each Depot comply with the requirements set forth in this Section 2.3, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by the CRD at any time and from time to time. If the CRD determines that such procedures are inadequate, Vendor will adopt such procedures as the CRD may reasonably require in order to ensure compliance with this Section 2.3.

3.4 Service Levels

The Vendor will incur the following Service Level failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Vendor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit
1	Failure to clean-up or collect PPP that has spilled outside the Depot boundary immediately.	Twice the cost of cleanup incurred by the CRD (if the CRD performs the cleanup) plus \$500 per incident (regardless of who performs the cleanup).

	Service Level Failure	Service Level Failure Credit								
2	Acceptance by the Designated Post-Collection Service Provider of materials that contain more than 5% by weight of Not Accepted Materials.	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure Credit in respect of any calendar year shall not exceed 75% of the Fees paid in the preceding 12 months or, in the event that the Service Level Failure occurs before 12 months of Fees have been paid, the Service Level Failure Credit shall not exceed 75% of the annualized Fees paid. For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by an escalating percentage of annualized Fees in accordance with the following table: <table><tr><th>Occurrence</th><th>Per Load Amount</th></tr><tr><td>1st</td><td>2.5% of annualized Fees up to a maximum of \$2500</td></tr><tr><td>2nd</td><td>5.0% of annualized Fees up to a maximum of \$5000</td></tr><tr><td>3rd and onwards</td><td>10.0% of annualized Fees up to a maximum of \$10,000</td></tr></table>	Occurrence	Per Load Amount	1 st	2.5% of annualized Fees up to a maximum of \$2500	2 nd	5.0% of annualized Fees up to a maximum of \$5000	3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000
Occurrence	Per Load Amount									
1 st	2.5% of annualized Fees up to a maximum of \$2500									
2 nd	5.0% of annualized Fees up to a maximum of \$5000									
3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000									
3	Acceptance by the Designated Post-Collection Service Provider of materials that contain more than the specified Cross Contamination percent threshold indicated in section 2.3	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure Credit in respect of any calendar year shall not exceed 75% of the Fees paid in the preceding 12 months or, in the event that the Service Level Failure occurs before 12 months of Fees have been paid, the Service Level Failure Credit shall not exceed 75% of the annualized Fees paid. For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by an escalating percentage of annualized Fees in accordance with the following table: <table><tr><th>Occurrence</th><th>Per Load Amount</th></tr><tr><td>1st</td><td>2.5% of annualized Fees up to a maximum of \$2500</td></tr><tr><td>2nd</td><td>5.0% of annualized Fees up to a maximum of \$5000</td></tr><tr><td>3rd and onwards</td><td>10.0% of annualized Fees up to a maximum of \$10,000</td></tr></table>	Occurrence	Per Load Amount	1 st	2.5% of annualized Fees up to a maximum of \$2500	2 nd	5.0% of annualized Fees up to a maximum of \$5000	3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000
Occurrence	Per Load Amount									
1 st	2.5% of annualized Fees up to a maximum of \$2500									
2 nd	5.0% of annualized Fees up to a maximum of \$5000									
3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000									
4	Vendor delivers In-Scope PPP collected at a Depot to any person or facility (including a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise disposes of any In-Scope PPP collected at a Depot without the prior written authorization of CRD.	50% of annualized Fees per incident, up to a maximum of \$25,000.								

	Service Level Failure	Service Level Failure Credit
5	Failure to provide a required report pursuant to Section 3.4 on time.	Withholding of all Fees due to Vendor until the required report is submitted.
6	Vendor fails to provide CRD with the required notice of a Depot ownership change or termination.	25% of annualized Fees if termination notice does not meet the required term up to a maximum of \$25,000, or suspension of service, including material pick up and payment, until the ninety (90) day required notice period is fulfilled, at CRD's choice.

3.5 Collection Containers

The supply of Collection Containers, transportation of Household In-Scope PPP from the Recycling Depot and the subsequent processing and marketing of these materials will be the responsibility of Recycle BC's Designated Post-Collection Service Provider. Upon termination or expiration of this Agreement, Collection Containers provided by the Designated Post-Collection Service Provider and used by the Vendor to provide Recycling Depot Collection will revert to the Post-Collection Service Provider.

3.6 Collection Schedule

The Vendor will indicate the day(s) of the week and on each day that the Recycling Depot is open, the hours of operation that Collection will occur. The Vendor may change the day(s) of the week that Collection will occur, however, any changes resulting in operating hours below the contracted minimum requires written notice to the CRD at least 45 days prior to the effective date of the proposed change and obtaining written approval from the CRD. If the CRD approves the proposed change, the Vendor will provide Customers with a minimum of 30 days' notice of the schedule change.

The Vendor will provide collection on the day(s) of the week specified regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to personnel, Customers or property. Vendor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including time closed.

3.7 Customer Service Requirements

The Vendor will staff the Recycling Depot with sufficient staff to provide personal Customer service, educate Customers regarding Household In-Scope PPP accepted and avoid Customer delay. The Vendor will place signage at the Recycling Depot to assist Customers in delivering Household In-Scope PPP to the appropriate areas of the Recycling Depot. Signage is to incorporate images and graphics available from Recycle BC through the CRD, should clearly state the Recycling Depot's hours of operation and is subject to approval by the CRD.

Vendor personnel performing the Service will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

The Vendor shall not charge Customers a fee for delivery of the Service under this Agreement. The Vendor shall not Scavenge or permit any person (including its employees) to Scavenge, any materials from

Household In-Scope PPP that have been delivered by Customers to the Recycling Depot at any time during performance of the Service. The Vendor may collect material other than Household In-Scope PPP at the Recycling Depot if the activities do not interfere with Recycling Depot Collection of Household In-Scope PPP from Customers.

3.8 Disposal of Material

The Vendor shall not deposit any Household In-Scope PPP material in any refuse disposal site, landfill site or any lands, without the specific written approval of the CRD and Recycle BC.

The disposal of all waste collected with the Household In-Scope PPP materials shall be the responsibility of the Vendor. Such waste may be disposed of at the landfill site approved in writing by the CRD or other designated disposal facility. Haulage costs to the landfill or place of disposal and the tipping fee will be at the Vendor's expense.

3.9 Reporting Requirements

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

- (a) provide to the CRD, on the Service Commencement Date and at such other times as CRD may request, a complete inventory of the equipment to be used by Vendor to perform Depot Collection Services;
- (b) maintain such other records as may be requested by the CRD, including:
 - i. tonnage by each date on which the Designated Post-Collection Service Provider accepted the In-Scope PPP from the Depot; and
 - ii. changes to equipment or inventory;
- (c) make all records maintained pursuant to this Agreement available to the CRD upon request;
- (d) provide a report to the CRD on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Depot Collection Services no more frequently than once per quarter and no less frequently than once per year;
- (e) upon the CRD's request, provide a report to the CRD on the costs associated with the performance of Depot Collection Services, no more frequently than once per year;
- (f) upon the CRD's request, provide up to two ad-hoc reports each year, at no additional cost to the CRD, and such ad-hoc reports (i) may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information reports; and (ii) will not require the Vendor to expend more than forty (40) staff hours per year to complete, and such records and reports will be provided in CRD-defined format and software compatibility. For reports that are provided at the CRD's request, the CRD will use best efforts to communicate such request sixty (60) days in advance of due date. The Vendor and the CRD will meet to discuss requests outside of this scope, all parties being reasonable.
- (g) A summary of customer feedback, request for information and any other relevant information.

3.10 Additional Terms

Execution of this Agreement does not confer to the Vendor exclusive access to Customers in the Service Area for the provision of Recycling Depot Collection Service.

4 MAXIMUM AMOUNT PAYABLE:

The maximum amount payable for this contract is \$590,295.21 (plus GST), inclusive of the 2% annual inflation adjustment.

5 FEES

The yearly fee is \$143,219.64, divided in 12 equal monthly disbursements starting January 1, 2026, for performing the Services during the Term. The Fee shall be increased for inflation by 2% annually beginning January 1, 2027. If this Agreement terminates prior to the completion of the deliverables, the fees

payable will be reduced by us, acting reasonably, based on a pro-rated assessment of the Services completed to the effective date of termination.

Payment to the Vendor will be reduced by any charges imposed on the CRD by Recycle BC for contamination in excess of the maximum allowable of 5% by weight or any other service level failures.

The CRD shall retain all financial incentives available from Recycle BC for the Household In-Scope PPP material collected under this Agreement.

Additional Work

No additional work shall be undertaken without express written consent of the CRD and a quote provided in advance of commencing such work. The additional work shall be governed by the rates and terms of this contract.

6 EXPENSES

None.

7 INVOICES

In order to obtain payment of any fees under this Agreement, the Vendor must send an invoice to the CRD at the beginning of each month. A written invoice in a form satisfactory to the CRD containing:

- (a) the Vendor's legal name and address;
- (b) the date of the invoice;
- (c) reference and a description of this Agreement to which the invoice relates;
- (d) monthly fee amount;
- (e) any other billing information reasonably requested by the CRD.

8 PAYMENT

Within 30 days of the CRD's receipt of the Vendor's written invoice delivered in accordance with this Schedule, the CRD must pay the Vendor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the CRD as required to obtain the discount.

SCHEDULE "D"
INSURANCE REQUIREMENTS

1. The Vendor shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in Canada:

(a) **Commercial General Liability Insurance**

- i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
- ii) this shall be an occurrence-based policy with a five million (\$5,000,000.00) minimum limit;
- iii) the Capital Regional District shall be named as an additional insured;
- iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
- v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD (the "**Notice Requirement**"); and
- vi) the Vendor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

If waived in writing by CRD, the CRD will not be liable for any loss or damage caused by the Vendor's tortious or wrongful acts nor will the CRD defend or indemnify the Vendor for such acts. The Vendor understands and agrees it is solely responsible for its defence costs and damages arising.

Notwithstanding the requirement under section 1(a)(v), if the Vendor is unable to obtain an insurance policy that provides a Notice Requirement, the Vendor may obtain insurance without a Notice Requirement, but must forthwith (i) notify the CRD of any cancellation to or alteration of the policy; and (ii) obtain insurance that is compliant with the requirements specified in sections 1(a)(i) to (iv), if the policy is cancelled, or the alteration results the policy not meeting one or more of those requirements,

(b) **Automobile Insurance**

If using a vehicle for CRD purposes under this contract, the Vendor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the Vendor in connection with this agreement.

(c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Vendor's equipment including loss of use thereof. Each and every policy insuring Vendor's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

(d) **Professional Liability (Errors and Omissions) Insurance**

If applicable¹, the Vendor shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period. The Vendor shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

2. The Vendor shall require that any and all of its Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Vendor of its obligations under this schedule shall not relieve the Vendor of liability under the indemnity provisions set forth in this

¹ Professional Liability insurance is only available to certain professions, such as Engineers and Geoscientists, Accountants, Architects, Planners, Insurance Brokers, Financial Planners, and the like.

Agreement, nor shall it limit liability of the Vendor to the limits of any insurance policy.

4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Vendor if the Vendor is in default under this Agreement.

SCHEDULE "E"
PRIVACY PROTECTION

NOT APPLICABLE.

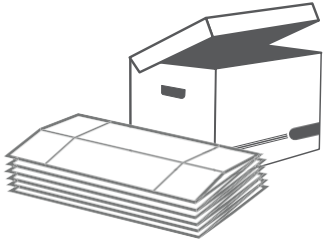
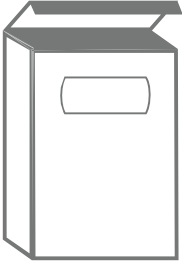
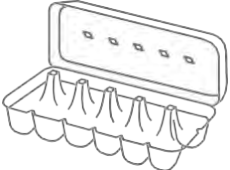
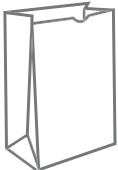
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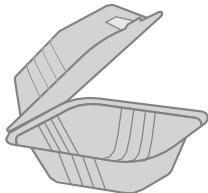


MATERIAL & DESCRIPTION

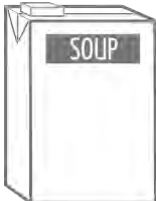
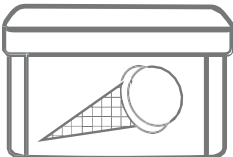
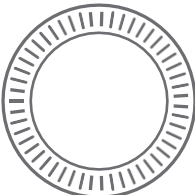
DO NOT INCLUDE

	Newspaper and flyers Daily and community newspapers and advertising flyers	Plastic bags used to cover newspaper/flyers (take to Recycle BC recycling depot), rubber bands
	Magazines and catalogues All types	
	Telephone books Phone books, directories	Hardcover or paperback books (donate or sell)
	Writing home/office paper and correspondence Notepads; loose leaf paper, white or coloured computer copier and printer paper; printed paper, plain and window envelopes; shredded paper If you live in a community or multi-family building that has separate bins or bags for paper and containers recycling, you may place shredded paper securely inside a paper bag or box (to prevent litter) and include with your paper recycling. If you live in a community or multi-family building that utilizes one bin or bag for all of your recycling, please place shredded paper inside a securely-tied, see-through, plastic bag (no opaque, coloured or black bags).	

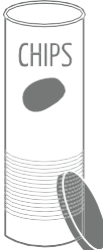
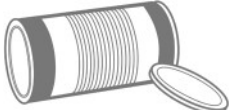
MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Corrugated cardboard boxes Shipping boxes, grocery and liquor store boxes, pizza boxes, Banker's Boxes, and moving boxes Empty boxes and flatten large corrugated boxes and cut down to no larger than 30" wide (78 cm) X 30" tall (78 cm), staples and tape OK.	Items that are not packaging-like products, long-term storage containers such as heavy-duty plastic boxes or totes.
 Cardboard/boxboard Boxes for cereal, shoes, tissues, pizza, frozen entrees, desserts, detergent, etc. Carrier trays for bulk bottled water, soft drinks, cans, food, etc., cores for paper towel and toilet tissue Flatten and place boxboard directly into the collection container, not inside another box. Remove liner bags and food residue.	Paper towels or napkins (include with green waste, if applicable), tissues
 Moulded boxboard packaging Egg cartons, take-out beverage trays, empty paper-based garden pots, etc.	Dirt in garden pots
 Paper bags (Kraft paper) Any colour, including brown grocery sacks, white prescription bags, brown envelopes	Wax paper and parchment paper
 Multi-layer paper bags Multi-layered paper bags for flour, sugar, etc.	Bags with a foil layer, bags with a plastic layer

MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Purchased gift bags, boxes Paper bags and boxes that are purchased for gift giving	Items that are not packaging-like products, bags and boxes that use plastic and/or paper material, bags and boxes with glitter and rope handles
	Paper party decorations Paper party decorations can include pennant flags, streamers, decorative hanging pieces, etc. These items must not contain any plastic material including glitter.	Items made with layers of plastic and paper, including glitter, party items that are not décor (e.g., costume wear, party eyeglasses), party décor that contaminates the paper stream (e.g., balloons, glitter, tinsel, noisemakers, etc.)
	Non-durable paper food containers Kraft (brown) or white paper take-out containers Must be clean for recycling.	Wax paper and parchment paper, plastic or metal food storage containers
	Disposable hangers Paper – lightweight compressed paper (included with clothing)	Durable hangers (e.g., wire, sturdy plastic, metal, or wood)

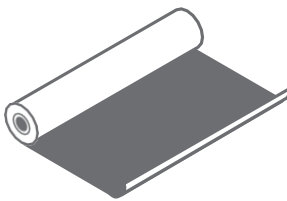
CONTAINERS

MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Paper cups For hot and cold beverages Empty and rinse cups. Remove lids and place loose with container recycling. Recycle paper sleeves separately.	Items that are not single use, or compostable, biodegradable, or oxo-degradable plastics
	Gable-top cartons For cream, substitute eggs, sugar, molasses, etc. Empty and rinse cartons.	Paper towels or napkins (include with green waste, if applicable), tissues
	Aseptic boxes or cartons For cream, soup, broth, sauces, etc.	Stand-up pouches
	Frozen dessert boxes For ice cream, frozen yogurt, etc. Empty and rinse cartons.	
	Paper plates Coated paper plates All plates must be rinsed clean for recycling.	Uncoated paper plates, or plates that are soiled with food leftovers, plates labelled compostable, biodegradable, or oxo-compostable

CONTAINERS

MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Empty spray containers For air fresheners, shaving cream, deodorant, hairspray, etc. Empty containers before putting your blue box.	Spray paint cans, aerosol cans with any contents remaining, propane cylinders
	Spiral wound cans and metal lids For frozen juice concentrate, potato chips, cookie dough, coffee, nuts, baby formula, etc.	Paper towels or napkins (include with green waste, if applicable), tissues, etc.
	Steel cans and lids For food including pet food, tins for cookies, tea, chocolates, etc., include metal lid Empty and rinse cans. Labels are OK.	Steel paint cans, coat hangers, pots, pans and baking trays, propane cylinders, metal toys, appliances, metal hardware or other scrap metal, wiring or metal cords, extension cords
	Aluminum cans and lids For food including seafood, pet food, etc. Empty and rinse cans. Labels are OK.	Propane tanks or propane canisters
	Metal storage containers Thin-gauge metal tins	Durable storage containers (e.g., metal food storage containers)

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Aluminum foil disposables Aluminum pie plates, baking dishes and trays, etc. Materials must be clean for recycling. Durable storage containers such as glass or metal food storage containers
	Aluminum foil Foil wrap used for food storage Foil wrap must be rinsed clean for recycling. Wax paper or parchment paper
	Plastic jugs with screw tops For cooking oil, laundry detergent, fabric softener, cleaning solutions, cleaning products, body care products, windshield washer fluid, etc. Empty and rinse jugs. Labels OK.
	Plastic clamshells For baked goods, fruit, produce, eggs, etc. Containers are clear with hinged or click-closed tops. Empty and rinse containers for recycling. Labels OK. Compostable, biodegradable, oxo-degradable plastics

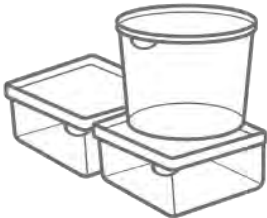
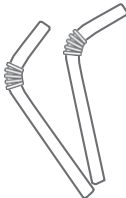
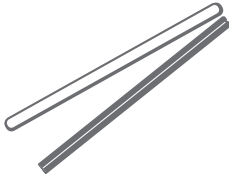
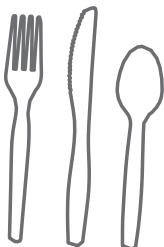
CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Plastic jars and lids For peanut butter, jam, nuts, condiments, vitamins and supplements, personal care products and cosmetics, pharmaceuticals, etc. Plastic jars have wide mouths with screw top lids. Empty and rinse jars for recycling. Labels OK. Stand-up pouches
	Plastic bottles and caps For food, dish soap, mouthwash, shampoos, conditioners and other personal care products, pills and vitamins, laundry products, household cleaners, automotive cleaners (e.g., glass cleaner, windshield washer fluid, etc.) Plastic bottles can have screw caps, spray pumps or pull-up tops. Empty and rinse bottles for recycling. Labels OK. Stand-up pouches, containers for motor oil, vehicle lubricant, or antifreeze products
	Plastic trays and tops For deli chicken, single-serve meals, prepared foods, baked goods, housewares and hardware (e.g., screws, picture hangers, etc.) Containers are clear or have black bottom trays with clear domes. Empty and rinse trays for recycling. White, black or colour foam trays (take to Recycle BC depot), soft plastic packaging for perishable foods (e.g., meat, poultry, fish or cheese, etc.), plastic/foil packaging for items like chewing gum and pills

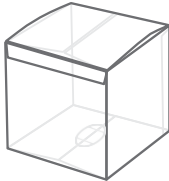
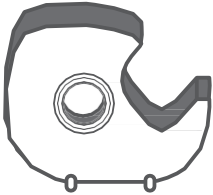
CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Plastic tubs and lids For margarine, spreads, yogurt, cottage cheese, sour cream, ice cream, etc. Empty and rinse tubs. For single-use coffee and tea pods: Empty and rinse pods. Remove lids and not include lids with recycling. Grounds can be composted.	Packaging labelled compostable, biodegradable, oxo-degradable plastics or foil lids from coffee and tea pods, coffee grounds (include with green waste, if applicable)
 Plastic cold drink cups with lids Beverage cups Empty and rinse cups for recycling. Separate straws.	Foam cups (take to Recycle BC depot), plastic packaging labelled compostable, biodegradable, oxo-degradable, napkins (include with green waste, if applicable)
 Plant pots and saucers Plastic only	Ceramics or items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable
 Plastic pails For laundry detergent, ice cream, pet food, etc. Recycle BC accepts pails that are less than 25 litres. Larger pails should be disposed of through a commercial hauler.	Plastic paint cans, plastic pails larger than 25L, pails for lubricants and oils
 Microwavable bowls and cups For soups and entrees Remove lids and place loose in recycling container.	Bowls with metal rims, napkins (include with green waste, if applicable)

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Non-durable plastic food containers Plastic lunch containers Durable storage containers such as glass or metal food storage containers, items labelled compostable, biodegradable, or oxo-compostable
	Disposable hangers Plastic – lightweight (included with clothing) Durable hangers (e.g., wire, sturdy plastic, metal, or wood), plastic labelled compostable, biodegradable, or oxo-degradable
	Plastic straws Plastic drinking straws Paper or metal straws
	Plastic stir sticks Plastic stir sticks used for coffee Wooden stir sticks
	Plastic cutlery Plastic spoons, forks, and knives commonly provided with take-out meals Plastic cutlery must be rinsed clean for recycling. Wooden cutlery, items labelled compostable, biodegradable, or oxo-compostable

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Plastic gift boxes Plastic boxes purchased for gift giving	Items that are not packaging-like products, bags and boxes with glitter and rope handles, or items labelled compostable, biodegradable, or oxo-compostable
 Plastic tape dispensers Plastic casing used to hold household tape	Items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable plastic
 Plastic dental floss container Plastic case used to hold dental floss	Items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable plastic, used dental floss

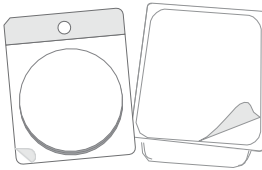
MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Non-Deposit Glass Bottles and Jars Clear or coloured. Check with your recycling collector for instructions. Empty and rinse bottles and jars. Labels OK. Include lids with container recycling.	Drinking glasses, dishes, cookware, whole or broken window glass or mirrors, ceramic mugs or other ceramic products, light bulbs and light fixtures

May be collected separately from curbside or multi-family buildings.

Check with your collector.

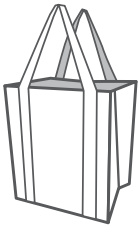
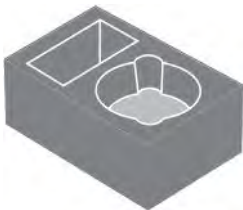
DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Plastic bags and overwrap Plastic bags for groceries, dry cleaning, bread, newspapers and flyers; bags for produce, dry bulk foods, and most frozen vegetables; outer bags and wrap for diapers, feminine hygiene products, paper towels, tissues, soft drink can flats; bags for water softener salt, wood pellets and garden products; overwrap on mattresses, furniture and electronic equipment Bags must be empty when returning to a depot.	Crinkly cellophane wrap for tea, floral arrangements, etc., packaging labelled biodegradable, compostable, or oxo-degradable, lumber or construction wrap
	Stand-up and zipper lock pouches Zipper lock pouches for frozen foods like berries, seafood, prepared foods; zipper lock bags for fresh foods like grapes, deli meats; stand-up pouches for baby food, hand soap refills; stand-up and zipper lock pouches for dried fruits, granola, sugar, oatmeal, grated cheese, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl
	Crinkly wrappers and bags Bags for potato chips, candy, dried pasta, cereal, etc.; wrappers for cheese slices, snack bars, instant noodles, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl
	Flexible packaging with plastic seal Packaging for fresh pasta, pre-packaged deli meats, pre-packaged cheese, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl

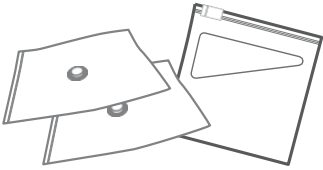
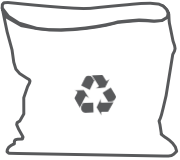
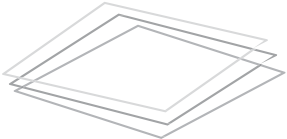
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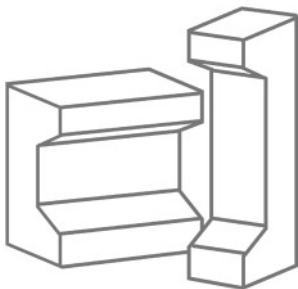
MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Woven and net plastic bags Net bags for avocados, onions, oranges, lemons, limes, etc.; woven plastic bags for rice, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl, plastic squeeze tubes
 Non-food protective packaging Padded protective plastic like plastic shipping envelopes, plastic air packets, bubble wrap	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl, plastic squeeze tubes
 Recycling bags Transparent, single-use plastic bags for recycling	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable
 Reusable plastic-only carry-out bags Reusable plastic bags provided with purchase, or purchased as product	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable, or carry-out bags with PVC/vinyl
 Squishy cushion packaging blocks and sheets Commonly used in electronics packaging	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable, or with PVC/vinyl, hard foam packaging (recycle with foam packaging, see purple category page)

DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Food storage, sandwich and freezer bags, vacuum seal bags Bags used for food storage, or bags purchased to store items with a vacuum seal	Items designed for disposal (i.e., garbage/compost/leaf bags), or aluminum foil lined food storage bags, packaging labelled biodegradable, compostable, or oxo-degradable
 Plastic shrink wrap Plastic shrink wrap found on meat in grocery stores, or electronics, or used to seal products Must be clean for recycling.	Items designed for (i.e., garbage/compost/leaf bags), or aluminum foil lined food storage bags, packaging labelled biodegradable, compostable, or oxo-degradable
 Purchased gift bags, boxes Bags and boxes that are purchased for gift giving	Items that are not packaging-like products, bags and boxes that use plastic material, as well as paper; bags and boxes with glitter and rope handles, or packaging labelled biodegradable, compostable, or oxo-degradable
 Reusable plastic curbside recycling bags Thick, opaque reusable plastic bags used for curbside recycling in BC	Items labelled biodegradable, compostable, or oxo-degradable
 LDPE/HDPE plastic sheets Drop sheets for painting, covering items	Items that are not packaging-like products, items labelled biodegradable, compostable, or oxo-degradable, or made with PVC/vinyl
 Bubble wrap Plastic-only bubble wrap	Items that are not packaging-like products, or items labelled compostable, biodegradable, or oxo-compostable, or made with PVC/vinyl, bubble wrap-lined paper envelopes

DROP-OFF ONLY: FOAM PACKAGING

MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Foam food containers and trays Meat trays, foam egg cartons, foam clamshells, foam cups and bowls, etc. Remove food residue and liquid absorbing pads. Sort white and coloured foam into appropriate collection container at the depot.	Liquid-absorbing pads, napkins (include with green waste, if applicable)
 Foam Cushion Packaging Foam cushion packaging used to protect electronics, small appliances, etc. Remove food residue and liquid absorbing pads. Sort white and coloured foam into appropriate collection container at the depot.	Labels, tape, paper and cardboard (recycle separately), foam peanuts, packing chips or noodles, blue or pink foam board insulation, foam furniture (e.g., sofa cushions)



CONTRACT NO. ERM2024-010
Salt Spring and Southern Gulf Islands
Community Services Society
Salt Spring Island Recycling Depot

Capital Regional District
625 Fisgard St, PO Box 1000, Victoria BC, V8W 2S6

Table of Contents

Contract for Services	Page 3
Schedule "A" – General Conditions	Page 6
Schedule "B" – Supplementary General Conditions	Page 15
Schedule "C" – Services & Fees	Page 16
Schedule "D" – Insurance Requirements	Page 24
Schedule "E" – Privacy Protection Schedule	Page 26
Schedule "F" – Material List	Page 27

CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of _____, 20 _____

BETWEEN:

CAPITAL REGIONAL DISTRICT
Headquarters, 625 Fisgard Street, Victoria, BC V8W 1R7

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

Salt Spring and Southern Gulf Islands Community Services Society
Certificate of Incorporation No. 11466
268 Fulford-Ganges Road,
Salt Spring Island, BC V8K 2K6

("Vendor", "Contractor", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. By Solid Waste Disposal Local Service Establishment Bylaw No. 1, 1991, the CRD was granted authority to enter into contracts to provide waste disposal service and resource recovery from waste.
- B. The CRD wishes to procure residential multi-material recycling depot services for Salt Spring Island Recycling Depot (the "**Project**").
- C. The CRD has agreed to engage the Vendor and the Vendor has agreed to provide the services, work, products, and deliverables described in Schedule "C" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.
- D. The Vendor has, as objects, the organization, maintenance, and operation of a multi-material recycling program on Salt Spring Island.

NOW THEREFORE the CRD and the Vendor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

1. **Agreement Documents** This Agreement includes this Contract for Services between the CRD and the Vendor and the following schedules:
 - Schedule "A" – General Conditions
 - Schedule "B" – Supplementary General Conditions
 - Schedule "C" – Services & Fees
 - Schedule "D" – Insurance Requirements
 - Schedule "E" – Privacy Protection
 - Schedule "F" – Material List

(together, the “**Agreement Documents**”)

2. **Services** The Vendor will provide the Services described in Schedule “C” to this Agreement in accordance with the Agreement Documents.
3. **Entire Agreement** The Agreement Documents constitute the entire Agreement between us and the Vendor and supersedes all previous expectations, understanding, communications, representations, and agreements whether verbal or written between the CRD and the Vendor with respect to the subject matters, residential multi-material recycling depot hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Vendor.
4. **Conflict** In the event of a conflict within the Agreement Documents, the order of priority of documents, from highest to lowest shall be:
 - this Contract for Services between the CRD and the Vendor
 - Schedule “B” – Supplementary General Conditions
 - Schedule “A” – General Conditions
 - Schedule “C” – Services & Fees
 - Schedule “D” – Insurance Requirements
 - Schedule “E” – Privacy Protection
 - Schedule “F” – Material List

5. **Notice**

Any notice or other communication (each, a “notice”) required or permitted under this Agreement shall be in writing and delivered in person or by courier, or sent by email or by prepaid registered mail, as follows:

to the CRD:

P.O. Box 1000
625 Fisgard Street
Victoria, BC V8W 2S6

Attention: Russ Smith, Senior Manager, ERM

Email: rsmith@crd.bc.ca

to the Vendor:

268 Fulford-Ganges Road,
Salt Spring Island, BC
V8K 2K6

Attention: Peter Grant, Recycling Depot Manager

Email: recycling@saltspring.com

or to such other address or email address that is delivered by a party to the other party in accordance with this section.

6. A notice given:
 - a. by personal delivery or by courier is considered received at the time of acceptance by the receiving party;
 - b. by email is considered received on the next business day after the date it is sent; and
 - c. by mail is considered received 72 hours after the time of mailing.
7. If normal mail or email service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until

actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

CAPITAL REGIONAL DISTRICT by its)
authorized signatories:)

)
)
_____)
Name)

)
Signed this ____ day of _____, 20 ____)
)
)
)

Salt Spring and Southern Gulf Islands)
Community Services Society by its authorized)
signatories:)

)
)
_____)
Name)

)
)
_____)
Name)

Signed this ____ day of _____, 20 ____

SCHEDULE "A"
GENERAL CONDITIONS (CONSULTING SERVICES)

VENDOR'S OBLIGATIONS

1. Standard of Care

- a. You must provide the Services with the degree of care, skill and diligence normally provided by vendors having similar qualifications in the performance of duties of a nature similar to the Services, and to our satisfaction, and you must provide the Services within the time limits specified in Schedule "C" or, if no time limit is specified in Schedule "C", you must provide the Services promptly.
- b. All your workers and sub-contractors, if applicable, must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any individual or sub-contractor employed or engaged in the work by you, who in our opinion, does not perform the work in a skillful manner, appears to be incompetent, acts in a disorderly or intemperate manner, or who acts in a way to offend public conscience, shall, at our written request or, if in our opinion, urgent, oral demand, be removed from the provision of the Services and any applicable work site immediately and shall not be employed against in any portion of the Services without our advance written approval.

2. Term and Schedule

- a. The term of this Agreement is described in Schedule "C". If no term is specified in Schedule "C" and subject to earlier termination of this Agreement, this Agreement's term continues until the Services are performed to our satisfaction and all work product is delivered and accepted as satisfactory by us, and you and we have performed all obligations required under this Agreement.
- b. The Vendor shall provide the Services and any associated deliverables on the agreed-upon schedule between the Vendor and us, based on an updated schedule by the Vendor and agreed-upon by us in writing, or as otherwise directed by us. Changes to the schedule of services or deliverables can occur by us in writing at any time. Schedule changes by us do not attract additional compensation, but in our sole discretion, we can extend the term of this Agreement where warranted.

3. Billable Charges You must charge only those fees and disbursements specifically authorized for the Services in Schedule "C" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

4. Confidentiality

- a. You must not disclose any information, data or secret of ours ("**Confidential Information**") to any person other than representatives of ours duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than ours any information, data, or secret you may acquire as a result of being engaged pursuant to this Agreement. Notwithstanding the foregoing, you may disclose Confidential Information to the extent required by applicable laws, courts of competent jurisdiction, or professional standards, but you shall limit disclosure of the Confidential Information to the extent legally required and prior to disclosure will notify us in writing of the existence, circumstances, and conditions of disclosure and any terms.
- b. Excluded from the definition of Confidential Information is:
 - i. Information which is in, or becomes part of, the public domain, not due to your or

your sub-contractor's breach of this Agreement or actions;

- ii. Information which was previously in your possession and did not originate from us; and
- iii. Information which lawfully becomes available to you from a third party not under an obligation of confidence to us regarding such information.

c. You acknowledge that in the event of a breach by you or any of your subcontractors of the confidentiality obligations pursuant to this section 4, damages are not an adequate remedy and agree that, in addition to and without limiting any other right or remedy we may have, we will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

d. You shall return all copies of the Confidential Information to us, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems (subject to your right to retain, if any, in section 7 [*Ownership of Materials and Retention of Intellectual Property*]), upon the earliest of the following dates:

- i. Completion of the Services;
- ii. Expiration or earlier termination of this Agreement;
- iii. Written request by us for return.

5. **Restriction on Promotion** You must not, without our prior written approval, refer for promotional purposes to us or our associated entities being your customer or our having entered into this Agreement, including disclosure or promotion of its Agreement with us by way of verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, Internet domain names, press releases, brochures or other written materials.

6. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation. Without limiting the scope of this section and by way of example only, you are prohibited from and will not provide any services which assist or could be seen to be assistance to any person an unfair competitive advantage over other proponents or tenderers responding to a procurement call by us.

7. **Ownership of Materials and Retention of Intellectual Property:**

a. For the purposes of this section 7, the following terms have the following meanings:

- i. **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, that is incorporated or embedded in any Produced Material by you or a sub-contractor or sub-consultant;
- ii. **"Material"** means Produced Material and Received Material.
- iii. **"Produced Material"** means plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials, whether complete or not, that, as a result of this Agreement, are produced or provided to us by you or a sub-contractor or sub-consultant, as part of the Services, and includes Incorporated Material.

- iv. **"Received Material"** means plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials, whether complete or not, that, as a result of this Agreement, are received by you or a subcontractor from us or any other person.
- b. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
- c. We exclusively own all intellectual property rights, including copyright, in:
 - i. Received Material that you receive from us; and
 - ii. Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights which you, your sub-contractors, or your respective employees may have in the Produced Material and that confirm that the copyright in the Produced Material is vested in us, other than any Incorporated Material.

- d. Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant to us:
 - i. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - ii. the right to sublicense or assign to third parties any or all of the rights granted to the District under section 7(d)(i).
- e. Upon delivery of the Services to our satisfaction, on expiry or earlier termination of this Agreement, or at any time at our written request, you must turn over to us all Received Material and Produced Material. You may keep a single copy of the Produced Material for your own archival purposes. This copy is non-exclusively licensed to you for your archival purposes, but for no other purposes unless expressly agreed to by us in writing. After the end of the Term, we may in our sole discretion, negotiate with you to provide us a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material. For certainty, this section does not apply to Incorporated Material.
- f. The parties to this Agreement recognize that a breach by you of any of the requirements contained in this section 7 would result in damages to us and that we could not adequately be compensated for such damages by monetary award. You agree that, in the event of any such breach, in addition to all other remedies available to us at law or in equity, we are entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this section 7.

8. **Representations and Warranties** As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows

- a. All information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;

- b. You have sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable the Contractor to fully perform the Services
 - c. You hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement;
 - d. This Agreement has been legally and properly executed by you, or on your behalf, and is legally binding upon and enforceable against you in accordance with its terms; and
 - e. If you are not an individual, you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by you or on your behalf.
9. **Survival and Severability** It is understood and agreed that the covenants and agreements contained in sections 4 [*Confidentiality*], 5 [*Restriction on Promotion*], 6 [*Conflict of Interest*], 7 [*Ownership of Materials and Retention of Intellectual Property*], 8 [*Representations and Warranties*], 9 [*Survival and Severability*], 10 [*Indemnification*], 11 [*Waiver of Consequential Damages*], and 22 [*Access to Records*] shall survive the expiry or earlier termination of this Agreement and that those sections are severable for such purpose.
10. **Indemnification** You must indemnify and save harmless us and our elected officials, directors, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising (each a "Loss")
- a. from an error, omission, or negligent or wrongful act of you or your agents, employees, sub-consultants, sub-contractors, or anyone else you are responsible for at law, to the extent a Loss is caused or contributed to by you or anyone you are responsible for at law;
 - b. from or in any way related to unpaid WorkSafeBC assessments, fees, fines, costs or other penalties owing from any person or corporation engaged by you in performance of this Agreement or arising out of or in any way related to your failure or the failure of anyone you are responsible for at law to observe safety rules, regulations, and practices of WorkSafeBC, including penalties levied by WorkSafeBC;
 - c. from your breach of this Agreement; or
 - d. from any of your representations or warranties being or becoming untrue.
11. **Waiver of Consequential Damages** We shall never be liable to you for any special, indirect, incidental, punitive or consequential damages, including business interruption, economic loss, or loss of revenue, reputation, use of property or equipment, earnings, income or profits, even if you advised us of this possibility of such potential loss or damage in advance. You shall never be liable to us for any special, indirect, incidental, punitive or consequential damages unless we have advised you of this in advance in the solicitation and this possibility is documented otherwise or as a "liquidated damage" in Schedule "C".
12. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "D" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.

13. **Compliance with Laws and Collective Agreement**

- a. You must comply with all laws applicable to the provision of the Services.
- b. Whenever in the performance of this Agreement any employee of the Vendor performs work of the same or a similar nature to work for which a position and wage is specified in the collective agreement between the CRD and the Canadian Union of Public Employees Local 1978 (the "Collective Agreement"), the Vendor shall, as required by Article 29.01 of the Collective Agreement, pay such employee a wage not less than the wage set out in the Collective Agreement. The Vendor shall require any permitted subcontractor to do the same. If non-compliance is found, the Vendor will resolve the non-compliance within 14 calendar days.

14. **Compliance with Policies and Safety Agreement**

- a. In any case where the Vendor, its employees or its sub-contractors, if applicable, shall be working alongside, interacting with or working in the vicinity of CRD employees or volunteers in the performance of the Agreement, the Vendor shall ensure that it and all its employees and sub-contractors, if applicable, comply and are familiar with the following CRD policies (which the CRD will make available to the Vendor, upon the Vendor's request):
 - i. Communicable Disease Prevention Plan
 - ii. Respectful Workplace, ADM73
 - iii. Violence in the Workplace Policy, ADM66
 - iv. Substance Use Abuse Policy, ADM64
 - v. Smoking In the Workplace Policy, ADM58
- b. You must comply with the Privacy Protection Schedule attached as Schedule "E".

15. **Assignment & Sub-Contracting**

- a. **No Assignment without consent** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
- b. **Sub-contracting** Where sub-contracting is permitted by us in writing, you will administer, coordinate, and manage all Services provided by any sub-contractors and will assume full responsibility to us for all work performed by the sub-contractors in relation to the Services and will pay all fees and disbursements of all sub-contractors. Where a sub-contractor is used, you will legally bind the sub-contractor to comply with this Agreement. Nothing in this Agreement will create any contractual relationship between a sub-contractor and us. Should your sub-contractor not be paid, we may at our option pay your sub-contractor and withhold or deduct these amounts from any amount owing to you, or alternatively, you shall pay us such amounts on demand forthwith.

16. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.

17. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

18. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "C". Where you are specifically authorized in Schedule "C" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "C" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
19. **Right of Set-off Service or Quality Issues** Should there be issues of quality or service delivery in the performance of the Services or completion of any work product that cannot be resolved within 15 working days of notice to you to our satisfaction as sole judge of the work and Services, we may, acting reasonably, withhold monies owing or set-off such amounts against the cost of completing the work or remedy such issues by our own forces or other vendors.
20. **Requests for Additional Work or Change Order** We may, from time to time and at any time on prior written notice to you, request additional work to be performed as part of the Services to be provided by you or may reduce the scope of Services to be provided by you (a "Change Order"). Such a request shall be made in writing with clear instructions and defined deliverables, or where scope is reduced, with a clear description of the scope change. Where you are willing to perform this additional work, it shall be done so at the rates as set out in Schedule "C" or as otherwise agreed to by the parties in advance in writing. Where the performance of this additional work will affect the schedule or any specified delivery dates for deliverables, these will be adjusted as agreed to by both the Parties in writing or as otherwise directed by us. Where we reduce the scope of the Services, the anticipated price of the Services shall be reduced accordingly and you shall have no additional compensation or claim for lost profits, expenses, or otherwise as a result of this scope reduction, unless otherwise agreed to by us in writing. This Change Order is in addition to the maximum amount payable set out in section 3 of Schedule "C", however, no Change Order may increase the maximum amount payable under this contract by more than 50%.
21. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.
22. **Access to Records** You will keep proper accounts and records of performance of the Services, including but not limited to all costs and expenditures forming the basis of any billing to us, and where fees are to be paid on a daily or hourly rate, maintain time records and descriptions of services provided. During the term of this Agreement and for a period of three years after the termination of this Agreement for any reason, we shall have access to, and be permitted to inspect and copy, such books, records, invoices, receipts, vouchers, documents, and other evidence directly related to the performance of the Services. You must permit us to exercise, and provide reasonable assistance to us in the exercise of, our rights under this section. For clarity, this does not impact your obligations relating to personal information, if any, set out in the Schedule "E" or by statute.

TERMINATION AND SUSPENSION

23. In sections 24, 25, and 26 a "default" means any of the following:
 - a. You becoming insolvent or assigned into bankruptcy;
 - b. You failing to perform any of your obligations under the Agreement, including any part or portion of the Services, Services to the quality expected by us under the Agreement, or Services or portions thereof by agreed-upon deliverable dates with no extension being granted in advance;
 - c. You become unable to provide any part of or portion of the service due to absence other than seasonal illness or reasonable vacation time of workers or key personnel in

accordance with section 26 [*Termination for Absence*]; or

- d. Any representation or warranty made by you in this Agreement being or becoming untrue or incorrect.
24. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us to our satisfaction, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have. On such termination, we shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
 25. **Obligation to Notify of Default** If you become aware that you are in default or anticipate you will likely be in default, you must notify us promptly of the particulars of the default in writing and specify the steps you propose taking to remedy, address, or prevent recurrence or occurrence of the default.
 26. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors set forth in this Agreement or as otherwise agreed to by us in writing for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
 27. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.
 28. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination, subject to any set-off we may have taken to the effective date.

GENERAL

29. **Provision of Information**
 - a. **Only Claims in Contract** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of this Agreement, the supply of oral or written information to you, or the carrying out of the CRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the supply of oral or written information to you, or the carrying out of the CRD's responsibilities under this Agreement.
 - b. **Responsible for Own Diligence** You are responsible for your own due diligence and you

acknowledge there is no substitute for your careful review of materials, solicitations, information, documentation, and investigations consistent with your area of expertise and with the standard of care set out elsewhere in this Agreement, and raising any concerns regarding the accuracy and completeness of such information with us at the earliest opportunity. No reviews, approvals, or inspections carried out or information supplied by us will derogate from the duties and obligations of the vendor (with respect to designs, reviews, inspections, approvals, or otherwise) and all responsibility related to the Services will be and remain with the Vendor. In no event will any acceptance, approval, inspection, or confirmation relieve you of your obligation for all aspects of the Services.

30. **CRD to Respond** We will give prompt consideration to all draft reports, drawings, and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
31. **Site Access & Safety Orientation** You are responsible for arranging any safety orientations necessary for work at the Project site, as necessary.
32. **Work Reporting** Upon our request you must fully inform us of all work done by you or a sub-contractor in connection with providing the Services.
33. **Instructions** We may from time to time give you reasonable written instructions as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
34. **Key Personnel** If one or more individuals are specified as "Key Personnel" in Schedule "C", you must cause those individuals to perform the Services on your behalf, unless we otherwise approve in writing, which approval will not be unreasonably withheld.
35. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
36. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Vendor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
37. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
38. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to the CRD alone and never refer to the combination of the Vendor and CRD. The combination of the CRD and the Vendor is referred to as "the parties".
39. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
40. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
41. **Time** Time is of the essence in this Agreement.
42. **Unavoidable Delay** Notwithstanding section 41 [Time], except for the performance of obligations to pay money, the time periods for the parties to perform under this Agreement will be extended for

periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. If Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay or on knowledge that non-performance will be forthcoming, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of obligations under this Agreement, furnishing such evidence as reasonably requested by the other party to demonstrate the Unavoidable Delay. The parties will make best efforts to perform what portions of their obligations under this Agreement can be performed, but are under no obligation to do so once an event of Unavoidable Delay is declared. No additional compensation will be available and the only remedy for the parties' obligations after the Unavoidable Delay is an extension of the term of this Agreement and time to provide the Services. If the Unavoidable Delay continues for more than 30 days from declaration, either party may terminate this agreement by written notice as if the termination were done under section 27 [*Suspension*]. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform, including acts of God, war, government action, labour action. It does not include illness; shortage of staff; delays of suppliers, sub-contractors, or other vendors; the Vendor's lack of financial resources; the Vendor's insolvency; or any governmental action taken in the enforcement of law against the Vendor or its sub-contractors.

43. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.
44. **Independent Legal Advice** You acknowledge you have been given the opportunity to seek independent legal advice before executing this Agreement.

DISPUTE RESOLUTION

45. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Vendor, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
46. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Vendor.
47. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

48. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "**CRD Representative**") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.
49. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "**Project Manager**") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

SCHEDULE "B"
SUPPLEMENTARY GENERAL CONDITIONS

NO SUPPLEMENTARY GENERAL CONDITIONS.

SCHEDULE “C”
SERVICES AND FEES

1 DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

“Agreement” means this Agreement and includes all schedules.

“Container” means any container used for storage of Household In-Scope PPP at the Recycling Depot.

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

“Customer” means all British Columbia residential users of the Service at the Recycling Depot.

“Designated Post-Collection Service Provider” means the entity, designated by Recycle BC, to receive Vendor-collected Inbound Material.

“Enactment” means an enactment as defined in the Interpretation Act (British Columbia).

“Engineer” means the General Manager of the Environmental Services Department of the CRD or their appointed representative.

“Flexible Plastics” means material listed in the “Flexible Plastics” category of the Material List.

“Foam Packaging” means material listed in the “Foam Packaging” category of the Material List.

“Glass Bottles and Jars” means material listed in the “Glass Bottles and Jars” category of the Material List.

“Household In-Scope Packaging and Printed Paper” or “PPP” means the recyclable materials set out in Schedule F and such other materials identified as Household In-Scope PPP by Recycle BC in writing from time to time.

“ICI PPP” means In-Scope PPP from an ICI location.

“Industrial, Commercial and Institutional” or “ICI” means any operation or facility other than a residential household, including: industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“Materials List” means Recycle BC’s list of accepted materials which is incorporate herein by reference and available here: <https://recyclebc.ca/what-can-i-recycle/>.

“Mixed Containers” means material listed in the “Plastic Containers”, “Carton and Paper Cups”, “Aluminum Containers” and “Steel Containers” categories of the Material List.

“Non-PPP Items” means any material that is not Household In-Scope PPP.

"Packaging and Printed Paper" or "PPP" means Paper and Cardboard, Mixed Containers, Glass Bottles and Jars, Flexible Plastics and Foam Packaging.

"Paper and Cardboard" means material listed in the "Paper" and "Paper Packaging and Cardboard" categories of the Materials List.

"Processing" means the sorting, handling and preparation of materials for shipment.

"Recycle BC" means the not-for-profit stewardship agency responsible for the management of Packaging and Printed Paper (PPP) to whom CRD is contracted to manage PPP on Salt Spring Island.

"Recycling Depot" means the recycling facility operated by the Vendor in accordance with the terms of Schedule C of this Agreement to which Household In-Scope PPP can be delivered by Customers and includes all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

"Recycling Program" or "Service" mean the Service as described in Schedule C of this Agreement.

"Reuse" means conventional reuse where the item is used again whole and intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. a wine bottle reused to hold flowers).

"Scavenge" means unauthorized rerouting of collected Household In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of Household In-Scope PPP for Reuse.

"Service Area" means Salt Spring Island in British Columbia.

"Work Product" means the deliverables to be created or provided to CRD by the Vendor pursuant to any work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by the Vendor, CRD or Vendor and CRD.

2 TERM

The term of this Agreement commences on April 1, 2025 and expires on December 31, 2029 (the "term").

3 SERVICES

The Vendor will undertake, provide or be involved in the following services:

Provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the receiving, handling and storage of packaging and printed paper (PPP) material from residences on Salt Spring Island for pick up, processing and marketing by Recycle BC's Designated Post-Collection Service Provider, in accordance with the terms listed below. The Vendor shall not impose a fee to Customers who drop off PPP materials at the Recycling Depot. The Vendor, as part of the Service provided, shall operate a Recycling Depot within the boundaries of Salt Spring Island, all as more particularly set out below.

(herein referred to as the "Service" or "Services")

3.1 Scope of Work

The Service required to be performed under this Agreement consists of the receiving, handling and storage of PPP materials from residences on Salt Spring Island. The Vendor shall perform such services as are required to provide a Household In-Scope PPP recycling program and shall not be entitled to receive any remuneration from the CRD or Recycle BC other than provided for in this

Agreement unless separately contracted for with the CRD. All work included in this Agreement shall be performed to the satisfaction of the CRD.

The works covered by the Agreement include, but are not restricted to:

- (a) supply, operation and maintenance of the Recycling Depot;
- (b) collecting Household In-Scope PPP from residential customers at the Recycling Depot within the Service Area for pick up and marketing by Recycle BC's Designated Post-Collection Service Provider;
- (c) accurately reporting all statistical data and finances.

3.2 Recycling Depot

The Vendor shall, as part of its facilities, maintain a staffed and secure recycling centre for receiving, processing and storing Household In-Scope PPP, not less than 10 hours per week, during the period of 9 a.m. to 5 p.m., excluding Sundays and statutory holidays, unless otherwise agreed by both parties.

As a condition of this Agreement, the Vendor shall accept, at the Recycling Depot, the Household In-Scope PPP materials accepted by the RecycleBC program and listed on their full material lists (Schedule F), originating from residential use, at no charge to the resident. In-scope PPP materials are subject to change. In-Scope PPP material categories include:

- i) Paper and Cardboard
- ii) Mixed Containers
- iii) Flexible Plastics
- iv) White Foam Packaging
- v) Coloured Foam Packaging
- vi) Glass Bottles and Jars

Other materials may be accepted by the Vendor for reuse or recycling, including PPP materials originating from non-residential sources. These materials must be kept separately from PPP received from residential sources and the CRD and Recycle BC shall take no financial or other responsibility for the collection or disposal of these non-residential PPP or other materials.

All Recycling Depot facilities will be maintained in a clean and sanitary manner at all times and in compliance with all applicable enactments and CRD and Recycle BC requirements. All collection areas will have appropriate safety markings in accordance with applicable law. Equipment will be maintained in good condition at all times, at the Vendor's expense. All facilities and the equipment to manage the Household In-Scope PPP will operate properly and be maintained, at the Vendor's expense, in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to CRD and Recycle BC. All vehicles used by the facility for the management of Household In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.

The site shall be patrolled regularly and any blown litter, debris or garbage originating from the recycling depot located within a 50-metre radius from the property line shall be collected and disposed of at the Vendor's expense.

3.3 Packaging and Printed Paper Materials

- (a) The Vendor will not place limits on the quantity of Household In-Scope PPP delivered by Customers.
- (b) Materials collected may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (c) Materials collected may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

- (d) Vendor will ensure that individual material categories not contain more than the specified percent of Cross Contamination of In-Scope PPP by weight listed below. Loads of segregated material categories exceeding the weight percentage listed individually (or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- i. Paper and Cardboard do not contain more than 1% by weight of other In Scope PPP materials categories;
 - ii. Mixed Containers do not contain more than 3% by weight of other In Scope PPP material categories;
 - iii. Foam Packaging does not contain more than 5% by weight of other In Scope PPP material categories;
 - iv. Flexible Plastics does not contain more than 5% by weight of other In Scope PPP material categories; and
 - v. Glass Bottles and Jars does not contain more than 1.5% by weight of other In-Scope PPP material categories.
- (e) Materials collected under this Agreement may not contain Hazardous Waste.
- (f) Vendor will implement and maintain reasonable procedures to ensure that materials deposited into Collection Containers at each Depot comply with the requirements set forth in this Section 2.3, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by the CRD at any time and from time to time. If the CRD determines that such procedures are inadequate Vendor will adopt such procedures as the CRD may reasonably require in order to ensure compliance with this Section 2.3.

3.4 Service Levels

The Vendor will incur the following Service Level failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Vendor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit
1	Failure to clean-up or collect PPP that has spilled outside the Depot boundary within 2 hours.	Twice the cost of cleanup incurred by the CRD (if the CRD performs the cleanup) plus \$500 per incident (regardless of who performs the cleanup).

	Service Level Failure	Service Level Failure Credit								
2	Pick up by the Designated Post-Collection Service Provider of materials that contain more than 5% by weight of Not Accepted Materials.	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure Credit in respect of any calendar year shall not exceed 75% of the Fees paid in the preceding 12 months or, in the event that the Service Level Failure occurs before 12 months of Fees have been paid, the Service Level Failure Credit shall not exceed 75% of the annualized Fees paid. For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by an escalating percentage of annualized Fees in accordance with the following table: <table><tr><th>Occurrence</th><th>Per Load Amount</th></tr><tr><td>1st</td><td>2.5% of annualized Fees up to a maximum of \$2500</td></tr><tr><td>2nd</td><td>5.0% of annualized Fees up to a maximum of \$5000</td></tr><tr><td>3rd and onwards</td><td>10.0% of annualized Fees up to a maximum of \$10,000</td></tr></table>	Occurrence	Per Load Amount	1 st	2.5% of annualized Fees up to a maximum of \$2500	2 nd	5.0% of annualized Fees up to a maximum of \$5000	3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000
Occurrence	Per Load Amount									
1 st	2.5% of annualized Fees up to a maximum of \$2500									
2 nd	5.0% of annualized Fees up to a maximum of \$5000									
3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000									
3	Pick up by the Designated Post-Collection Service Provider of materials that contain more than the specified Cross Contamination percent threshold indicated in section 2.3	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure Credit in respect of any calendar year shall not exceed 75% of the Fees paid in the preceding 12 months or, in the event that the Service Level Failure occurs before 12 months of Fees have been paid, the Service Level Failure Credit shall not exceed 75% of the annualized Fees paid. For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by an escalating percentage of annualized Fees in accordance with the following table: <table><tr><th>Occurrence</th><th>Per Load Amount</th></tr><tr><td>1st</td><td>2.5% of annualized Fees up to a maximum of \$2500</td></tr><tr><td>2nd</td><td>5.0% of annualized Fees up to a maximum of \$5000</td></tr><tr><td>3rd and onwards</td><td>10.0% of annualized Fees up to a maximum of \$10,000</td></tr></table>	Occurrence	Per Load Amount	1 st	2.5% of annualized Fees up to a maximum of \$2500	2 nd	5.0% of annualized Fees up to a maximum of \$5000	3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000
Occurrence	Per Load Amount									
1 st	2.5% of annualized Fees up to a maximum of \$2500									
2 nd	5.0% of annualized Fees up to a maximum of \$5000									
3 rd and onwards	10.0% of annualized Fees up to a maximum of \$10,000									
4	Vendor delivers In-Scope PPP collected at a Depot to any person or facility (including a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise disposes of any In-Scope PPP collected at a Depot without the prior written authorization of CRD.	50% of annualized Fees per incident, up to a maximum of \$25,000.								

	Service Level Failure	Service Level Failure Credit
5	Failure to provide a required report pursuant to Section 3.4 on time.	Withholding of all Fees due to Vendor until the required report is submitted.
6	Vendor fails to provide the CRD with the required notice of a Depot ownership change or termination.	25% of annualized Fees if termination notice does not meet the required term up to a maximum of \$25,000, or suspension of service, including material pick up and payment, until the ninety (90) day required notice period is fulfilled, at CRD’s choice.

3.5 Collection Containers

The supply of Collection Containers, transportation of Household In-Scope PPP from the Recycling Depot and the subsequent processing and marketing of these materials will be the responsibility of Recycle BC’s Designated Post-Collection Service Provider. Upon termination or expiration of this Agreement, Collection Containers provided by the Designated Post-Collection Service Provider and used by the Vendor to provide Recycling Depot Collection will revert to the Post-Collection Service Provider.

3.6 Collection Schedule

The Vendor will indicate the day(s) of the week and on each day that the Recycling Depot is open, the hours of operation that Collection will occur. The Vendor may change the day(s) of the week that Collection will occur by giving written notice to the CRD at least 45 days prior to the effective date of the proposed change and obtaining written approval from the CRD. If the CRD approves the proposed change, the Vendor will provide Customers with a minimum of 30 days’ notice of the schedule change.

The Vendor will provide collection on the day(s) of the week specified regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to personnel, Customers or property. The Vendor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including time closed.

3.7 Customer Service Requirements

The Vendor will staff the Recycling Depot with sufficient staff to provide personal Customer service, educate Customers regarding Household In-Scope PPP accepted and avoid Customer delay. The Vendor will place signage at the Recycling Depot to assist Customers in delivering Household In-Scope PPP to the appropriate areas of the Recycling Depot. Signage is to incorporate images and graphics available from Recycle BC through the CRD, should clearly state the Recycling Depot’s hours of operation and is subject to approval by the CRD.

Vendor personnel performing the Service will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

The Vendor shall not charge Customers a fee for delivery of the Service under this Agreement. The Vendor shall not Scavenge or permit any person (including its employees) to Scavenge, any materials from Household In-Scope PPP that have been delivered by Customers to the Recycling Depot at any time during performance of the Service. The Vendor may collect material other than Household In-Scope PPP at the Recycling Depot if the activities do not interfere with Recycling Depot Collection of Household In-Scope PPP from Customers.

3.8 Disposal of Material

The Vendor shall not deposit any Household In-Scope PPP material in any refuse disposal site, landfill site or any lands, without the specific written approval of the CRD and Recycle BC.

The disposal of all waste collected with the Household In-Scope PPP materials shall be the responsibility of the Vendor. Such waste may be disposed of at the landfill site approved in writing by the CRD or other designated disposal facility. Haulage costs to the landfill or place of disposal and the tipping fee will be at the Vendor's expense.

3.9 Reporting Requirements

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

- (a) provide to the CRD, on the Service Commencement Date and at such other times as CRD may request, a complete inventory of the equipment to be used by Vendor to perform Depot Collection Services;
- (b) maintain such other records as may be requested by the CRD, including:
 - i. tonnage by each date on which the Designated Post-Collection Service Provider removed the In-Scope PPP from the Depot; and
 - ii. changes to equipment or inventory;
- (c) make all records maintained pursuant to this Agreement available to the CRD upon request;
- (d) provide a report to the CRD on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Depot Collection Services no more frequently than once per quarter and no less frequently than once per year;
- (e) upon the CRD's request, provide a report to the CRD on the costs associated with the performance of Depot Collection Services, no more frequently than once per year;
- (f) upon the CRD's request, provide up to two ad-hoc reports each year, at no additional cost to the CRD, and such ad-hoc reports (i) may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information reports; and (ii) will not require the Vendor to expend more than forty (40) staff hours per year to complete, and such records and reports will be provided in CRD-defined format and software compatibility. For reports that are provided at the CRD's request, the CRD will use best efforts to communicate such request sixty (60) days in advance of due date. The Vendor and the CRD will meet to discuss requests outside of this scope, all parties being reasonable.
- (g) A summary of customer feedback, request for information and any other relevant information.

3.10 Additional Terms

Execution of this Agreement does not confer to the Vendor exclusive access to Customers in the Service Area for the provision of Recycling Depot Collection Service.

4 MAXIMUM AMOUNT PAYABLE:

The maximum annual amount payable for this project is \$403,508.31 plus GST.

5 FEES

The yearly fee is \$403,508.31, divided in 12 equal monthly disbursements of \$33,625.69, starting April 1, 2025, for performing the Services during the Term. The Fee shall be increased for inflation by 2% annually beginning January 1, 2026. If this Agreement terminates prior to the completion of the deliverables, the fees

payable will be reduced by us, acting reasonably, based on a pro-rated assessment of the Services completed to the effective date of termination.

Payment to the Vendor will be reduced by any charges imposed on the CRD by Recycle BC for contamination in excess of the maximum allowable of 5% by weight or any other service level failures.

The CRD shall retain all financial incentives available from Recycle BC for the Household In-Scope PPP material collected under this Agreement.

Additional Work

No additional work shall be undertaken without express written consent of the CRD and a quote provided in advance of commencing such work. The additional work shall be governed by the rates and terms of this contract.

6 EXPENSES

None.

7 INVOICES

In order to obtain payment of any fees under this Agreement, the Vendor must send an invoice to the CRD at the beginning of each month. A written invoice in a form satisfactory to the CRD containing:

- (a) the Vendor's legal name and address;
- (b) the date of the invoice;
- (c) reference and a description of this Agreement to which the invoice relates;
- (d) monthly fee amount;
- (e) any other billing information reasonably requested by the CRD.

8 PAYMENT

Within 30 days of the CRD's receipt of the Vendor's written invoice delivered in accordance with this Schedule, the CRD must pay the Vendor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the CRD as required to obtain the discount.

SCHEDULE "D"
INSURANCE REQUIREMENTS

1. The Vendor shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in Canada:

(a) **Commercial General Liability Insurance**

- i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
- ii) this shall be an occurrence-based policy with a five million (\$5,000,000.00) minimum limit;
- iii) the Capital Regional District shall be named as an additional insured;
- iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
- v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD (the "**Notice Requirement**"); and
- vi) the Vendor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

If waived in writing by CRD, the CRD will not be liable for any loss or damage caused by the Vendor's tortious or wrongful acts nor will the CRD defend or indemnify the Vendor for such acts. The Vendor understands and agrees it is solely responsible for its defence costs and damages arising.

Notwithstanding the requirement under section 1(a)(v), if the Vendor is unable to obtain an insurance policy that provides a Notice Requirement, the Vendor may obtain insurance without a Notice Requirement, but must forthwith (i) notify the CRD of any cancellation to or alteration of the policy; and (ii) obtain insurance that is compliant with the requirements specified in sections 1(a)(i) to (iv), if the policy is cancelled, or the alteration results the policy not meeting one or more of those requirements,

(b) **Automobile Insurance**

If using a vehicle for CRD purposes under this contract, the Vendor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the Vendor in connection with this agreement.

(c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Vendor's equipment including loss of use thereof. Each and every policy insuring Vendor's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

(d) **Professional Liability (Errors and Omissions) Insurance**

If applicable¹, the Vendor shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period. The Vendor shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

2. The Vendor shall require that any and all of its Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Vendor of its obligations under this schedule shall not relieve the Vendor of liability under the indemnity provisions set forth in this

¹ Professional Liability insurance is only available to certain professions, such as Engineers and Geoscientists, Accountants, Architects, Planners, Insurance Brokers, Financial Planners, and the like.

Agreement, nor shall it limit liability of the Vendor to the limits of any insurance policy.

4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Vendor if the Vendor is in default under this Agreement.

SCHEDULE "E"
PRIVACY PROTECTION

NOT APPLICABLE.

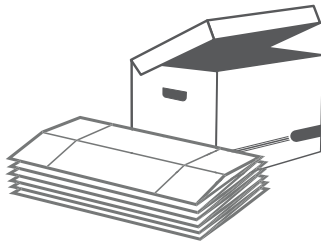
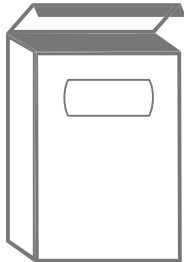
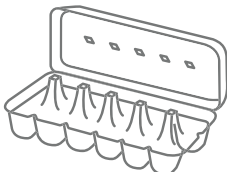
PAPER



MATERIAL & DESCRIPTION

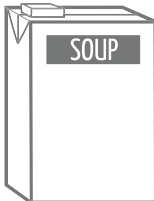
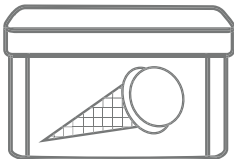
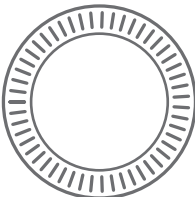
DO NOT INCLUDE

	Newspaper and flyers Daily and community newspapers and advertising flyers	Plastic bags used to cover newspaper/flyers (take to Recycle BC recycling depot), rubber bands
	Magazines and catalogues All types	
	Telephone books Phone books, directories	Hardcover or paperback books (donate or sell)
	Writing home/office paper and correspondence Notepads; loose leaf paper, white or coloured computer copier and printer paper; printed paper, plain and window envelopes; shredded paper If you live in a community or multi-family building that has separate bins or bags for paper and containers recycling, you may place shredded paper securely inside a paper bag or box (to prevent litter) and include with your paper recycling. If you live in a community or multi-family building that utilizes one bin or bag for all of your recycling, please place shredded paper inside a securely-tied, see-through, plastic bag (no opaque, coloured or black bags).	

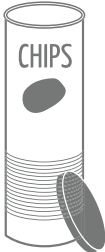
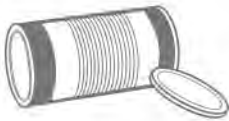
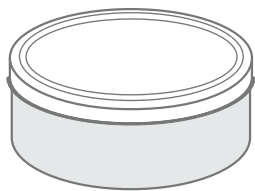
MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Corrugated cardboard boxes Shipping boxes, grocery and liquor store boxes, pizza boxes, Banker's Boxes, and moving boxes Empty boxes and flatten large corrugated boxes and cut down to no larger than 30" wide (78 cm) X 30" tall (78 cm), staples and tape OK.	Items that are not packaging-like products, long-term storage containers such as heavy-duty plastic boxes or totes.
	Cardboard/boxboard Boxes for cereal, shoes, tissues, pizza, frozen entrees, desserts, detergent, etc. Carrier trays for bulk bottled water, soft drinks, cans, food, etc., cores for paper towel and toilet tissue Flatten and place boxboard directly into the collection container, not inside another box. Remove liner bags and food residue.	Paper towels or napkins (include with green waste, if applicable), tissues
	Moulded boxboard packaging Egg cartons, take-out beverage trays, empty paper-based garden pots, etc.	Dirt in garden pots
	Paper bags (Kraft paper) Any colour, including brown grocery sacks, white prescription bags, brown envelopes	Wax paper and parchment paper
	Multi-layer paper bags Multi-layered paper bags for flour, sugar, etc.	Bags with a foil layer, bags with a plastic layer

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Purchased gift bags, boxes Paper bags and boxes that are purchased for gift giving
	Paper party decorations Paper party decorations can include pennant flags, streamers, decorative hanging pieces, etc. These items must not contain any plastic material including glitter.
	Non-durable paper food containers Kraft (brown) or white paper take-out containers Must be clean for recycling.
	Disposable hangers Paper – lightweight compressed paper (included with clothing)

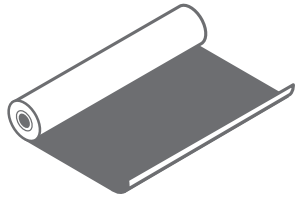
CONTAINERS

MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Paper cups For hot and cold beverages Empty and rinse cups. Remove lids and place loose with container recycling. Recycle paper sleeves separately.	Items that are not single use, or compostable, biodegradable, or oxo-degradable plastics
	Gable-top cartons For cream, substitute eggs, sugar, molasses, etc. Empty and rinse cartons.	Paper towels or napkins (include with green waste, if applicable), tissues
	Aseptic boxes or cartons For cream, soup, broth, sauces, etc.	Stand-up pouches
	Frozen dessert boxes For ice cream, frozen yogurt, etc. Empty and rinse cartons.	
	Paper plates Coated paper plates All plates must be rinsed clean for recycling.	Uncoated paper plates, or plates that are soiled with food leftovers, plates labelled compostable, biodegradable, or oxo-compostable

CONTAINERS

MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Empty spray containers For air fresheners, shaving cream, deodorant, hairspray, etc. Empty containers before putting your blue box.	Spray paint cans, aerosol cans with any contents remaining, propane cylinders
	Spiral wound cans and metal lids For frozen juice concentrate, potato chips, cookie dough, coffee, nuts, baby formula, etc.	Paper towels or napkins (include with green waste, if applicable), tissues, etc.
	Steel cans and lids For food including pet food, tins for cookies, tea, chocolates, etc., include metal lid Empty and rinse cans. Labels are OK.	Steel paint cans, coat hangers, pots, pans and baking trays, propane cylinders, metal toys, appliances, metal hardware or other scrap metal, wiring or metal cords, extension cords
	Aluminum cans and lids For food including seafood, pet food, etc. Empty and rinse cans. Labels are OK.	Propane tanks or propane canisters
	Metal storage containers Thin-gauge metal tins	Durable storage containers (e.g., metal food storage containers)

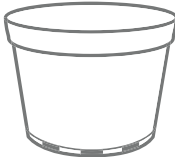
CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Aluminum foil disposables Aluminum pie plates, baking dishes and trays, etc. Materials must be clean for recycling.
	Aluminum foil Foil wrap used for food storage Foil wrap must be rinsed clean for recycling.
	Plastic jugs with screw tops For cooking oil, laundry detergent, fabric softener, cleaning solutions, cleaning products, body care products, windshield washer fluid, etc. Empty and rinse jugs. Labels OK.
	Plastic clamshells For baked goods, fruit, produce, eggs, etc. Containers are clear with hinged or click-closed tops. Empty and rinse containers for recycling. Labels OK.

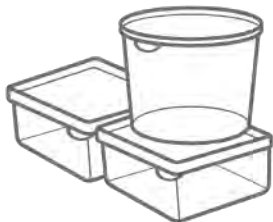
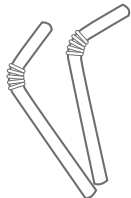
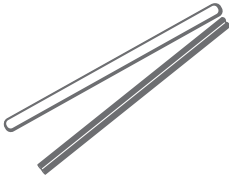
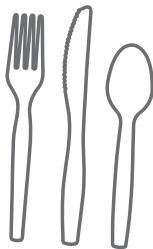
CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Plastic jars and lids For peanut butter, jam, nuts, condiments, vitamins and supplements, personal care products and cosmetics, pharmaceuticals, etc. Plastic jars have wide mouths with screw top lids. Empty and rinse jars for recycling. Labels OK.
	Plastic bottles and caps For food, dish soap, mouthwash, shampoos, conditioners and other personal care products, pills and vitamins, laundry products, household cleaners, automotive cleaners (e.g., glass cleaner, windshield washer fluid, etc.) Plastic bottles can have screw caps, spray pumps or pull-up tops. Empty and rinse bottles for recycling. Labels OK.
	Plastic trays and tops For deli chicken, single-serve meals, prepared foods, baked goods, housewares and hardware (e.g., screws, picture hangers, etc.) Containers are clear or have black bottom trays with clear domes. Empty and rinse trays for recycling.

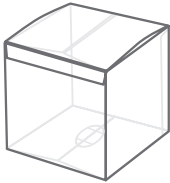
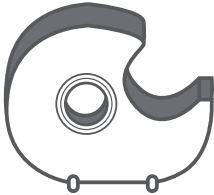
CONTAINERS

MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Plastic tubs and lids For margarine, spreads, yogurt, cottage cheese, sour cream, ice cream, etc. Empty and rinse tubs. For single-use coffee and tea pods: Empty and rinse pods. Remove lids and not include lids with recycling. Grounds can be composted.	Packaging labelled compostable, biodegradable, oxo-degradable plastics or foil lids from coffee and tea pods, coffee grounds (include with green waste, if applicable)
	Plastic cold drink cups with lids Beverage cups Empty and rinse cups for recycling. Separate straws.	Foam cups (take to Recycle BC depot), plastic packaging labelled compostable, biodegradable, oxo-degradable, napkins (include with green waste, if applicable)
	Plant pots and saucers Plastic only	Ceramics or items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable
	Plastic pails For laundry detergent, ice cream, pet food, etc. Recycle BC accepts pails that are less than 25 litres. Larger pails should be disposed of through a commercial hauler.	Plastic paint cans, plastic pails larger than 25L, pails for lubricants and oils
	Microwavable bowls and cups For soups and entrees Remove lids and place loose in recycling container.	Bowls with metal rims, napkins (include with green waste, if applicable)

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Non-durable plastic food containers Plastic lunch containers Durable storage containers such as glass or metal food storage containers, items labelled compostable, biodegradable, or oxo-compostable
	Disposable hangers Plastic – lightweight (included with clothing) Durable hangers (e.g., wire, sturdy plastic, metal, or wood), plastic labelled compostable, biodegradable, or oxo-degradable
	Plastic straws Plastic drinking straws Paper or metal straws
	Plastic stir sticks Plastic stir sticks used for coffee Wooden stir sticks
	Plastic cutlery Plastic spoons, forks, and knives commonly provided with take-out meals Plastic cutlery must be rinsed clean for recycling. Wooden cutlery, items labelled compostable, biodegradable, or oxo-compostable

CONTAINERS

MATERIAL & DESCRIPTION	DO NOT INCLUDE
	Plastic gift boxes Plastic boxes purchased for gift giving Items that are not packaging-like products, bags and boxes with glitter and rope handles, or items labelled compostable, biodegradable, or oxo-compostable
	Plastic tape dispensers Plastic casing used to hold household tape Items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable plastic
	Plastic dental floss container Plastic case used to hold dental floss Items that are not packaging-like products, items labelled compostable, biodegradable, or oxo-compostable plastic, used dental floss

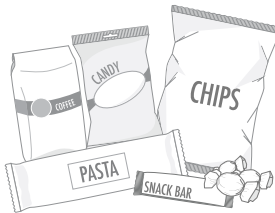
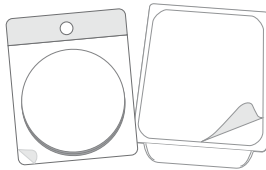
MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Non-Deposit Glass Bottles and Jars Clear or coloured. Check with your recycling collector for instructions. Empty and rinse bottles and jars. Labels OK. Include lids with container recycling.	Drinking glasses, dishes, cookware, whole or broken window glass or mirrors, ceramic mugs or other ceramic products, light bulbs and light fixtures

May be collected separately from curbside or multi-family buildings.

Check with your collector.

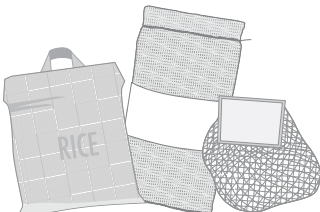
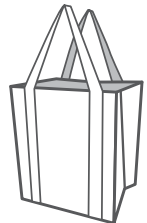
DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Plastic bags and overwrap Plastic bags for groceries, dry cleaning, bread, newspapers and flyers; bags for produce, dry bulk foods, and most frozen vegetables; outer bags and wrap for diapers, feminine hygiene products, paper towels, tissues, soft drink can flats; bags for water softener salt, wood pellets and garden products; overwrap on mattresses, furniture and electronic equipment Bags must be empty when returning to a depot.	Crinkly cellophane wrap for tea, floral arrangements, etc., packaging labelled biodegradable, compostable, or oxo-degradable, lumber or construction wrap
	Stand-up and zipper lock pouches Zipper lock pouches for frozen foods like berries, seafood, prepared foods; zipper lock bags for fresh foods like grapes, deli meats; stand-up pouches for baby food, hand soap refills; stand-up and zipper lock pouches for dried fruits, granola, sugar, oatmeal, grated cheese, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl
	Crinkly wrappers and bags Bags for potato chips, candy, dried pasta, cereal, etc.; wrappers for cheese slices, snack bars, instant noodles, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl
	Flexible packaging with plastic seal Packaging for fresh pasta, pre-packaged deli meats, pre-packaged cheese, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl

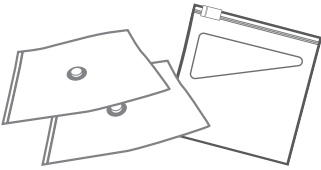
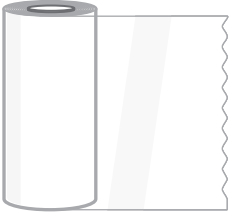
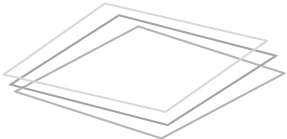
DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Woven and net plastic bags Net bags for avocados, onions, oranges, lemons, limes, etc.; woven plastic bags for rice, etc.	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl, plastic squeeze tubes
 Non-food protective packaging Padded protective plastic like plastic shipping envelopes, plastic air packets, bubble wrap	Plastic-lined paper, 6-pack rings, paper-lined plastic, packaging labelled biodegradable, compostable, or oxo-degradable, vinyl, plastic squeeze tubes
 Recycling bags Transparent, single-use plastic bags for recycling	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable
 Reusable plastic-only carry-out bags Reusable plastic bags provided with purchase, or purchased as product	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable, or carry-out bags with PVC/vinyl
 Squishy cushion packaging blocks and sheets Commonly used in electronics packaging	Items that are not packaging-like products, packaging labelled biodegradable, compostable, or oxo-degradable, or with PVC/vinyl, hard foam packaging (recycle with foam packaging, see purple category page)

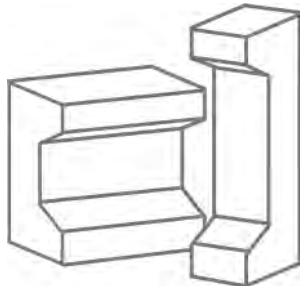
DROP-OFF ONLY: FLEXIBLE PLASTICS



MATERIAL & DESCRIPTION	DO NOT INCLUDE
 Food storage, sandwich and freezer bags, vacuum seal bags Bags used for food storage, or bags purchased to store items with a vacuum seal	Items designed for disposal (i.e., garbage/compost/leaf bags), or aluminum foil lined food storage bags, packaging labelled biodegradable, compostable, or oxo-degradable
 Plastic shrink wrap Plastic shrink wrap found on meat in grocery stores, or electronics, or used to seal products Must be clean for recycling.	Items designed for (i.e., garbage/compost/leaf bags), or aluminum foil lined food storage bags, packaging labelled biodegradable, compostable, or oxo-degradable
 Purchased gift bags, boxes Bags and boxes that are purchased for gift giving	Items that are not packaging-like products, bags and boxes that use plastic material, as well as paper; bags and boxes with glitter and rope handles, or packaging labelled biodegradable, compostable, or oxo-degradable
 Reusable plastic curbside recycling bags Thick, opaque reusable plastic bags used for curbside recycling in BC	Items labelled biodegradable, compostable, or oxo-degradable
 LDPE/HDPE plastic sheets Drop sheets for painting, covering items	Items that are not packaging-like products, items labelled biodegradable, compostable, or oxo-degradable, or made with PVC/vinyl
 Bubble wrap Plastic-only bubble wrap	Items that are not packaging-like products, or items labelled compostable, biodegradable, or oxo-compostable, or made with PVC/vinyl, bubble wrap-lined paper envelopes

DROP-OFF ONLY: FOAM PACKAGING



MATERIAL & DESCRIPTION		DO NOT INCLUDE
	Foam food containers and trays Meat trays, foam egg cartons, foam clamshells, foam cups and bowls, etc. Remove food residue and liquid absorbing pads. Sort white and coloured foam into appropriate collection container at the depot.	Liquid-absorbing pads, napkins (include with green waste, if applicable)
	Foam Cushion Packaging Foam cushion packaging used to protect electronics, small appliances, etc. Remove food residue and liquid absorbing pads. Sort white and coloured foam into appropriate collection container at the depot.	Labels, tape, paper and cardboard (recycle separately), foam peanuts, packing chips or noodles, blue or pink foam board insulation, foam furniture (e.g., sofa cushions)