

APPENDIX A
PERMIT



DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
WATER RESOURCES SERVICE
POLLUTION CONTROL BRANCH

PERMIT

Under the Provisions of the Pollution Control Act, 1967

Regional District of Central Okanagan

540 Groves Avenue, Kelowna, British Columbia, V1Y 4Y7

is hereby authorized to discharge refuse
from municipal and other sources
located at Westbank and adjacent area
to the ground approximately 1 1/4 miles northeast of Westbank

This permit has been issued under the terms and conditions prescribed in the attached appendices

01 and A

Assistant Director of Pollution Control

Date issued ... November 19 19 73
Amendments dated SEP 16 1976, 19.....
....., 19.....
....., 19

Permit No. PR-2102

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
WATER RESOURCES SERVICE
POLLUTION CONTROL BRANCH

APPENDIX No. 01

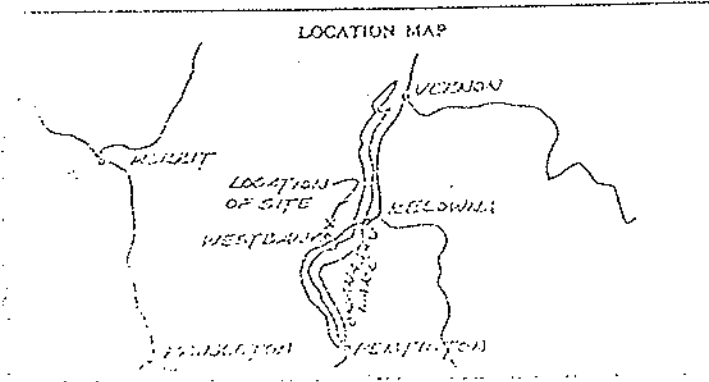
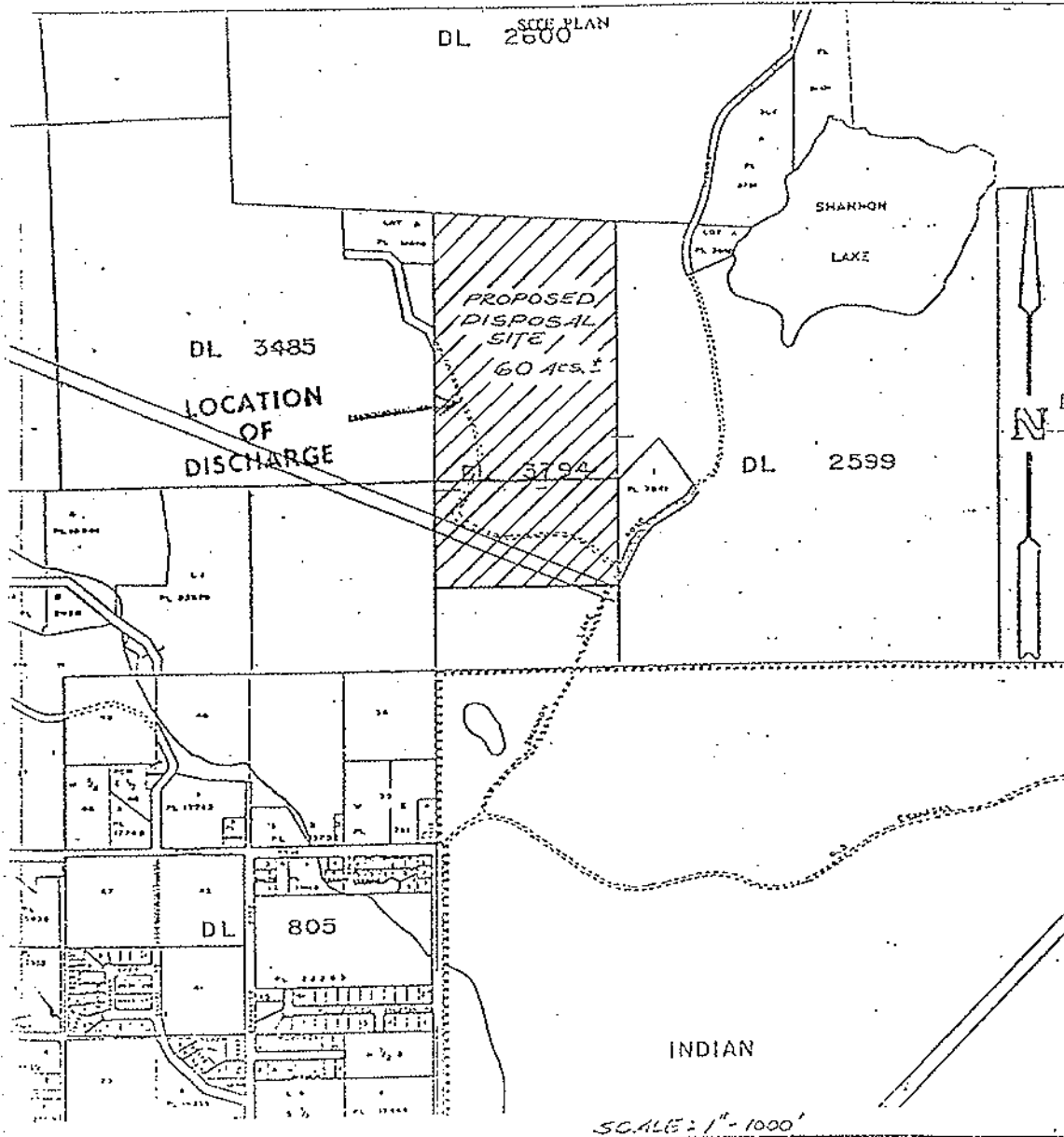
to Pollution Control Permit No. PR-2102

- (a) The discharge of refuse applicable to this appendix is that part of Lot 3794 which lies to the North of a line 1,000 feet (305 m) south of the easterly production of the southern boundary of Lot 3685, Osoyoos Division of Yale District approximately as shown on the attached Appendix A.
- (b) The quantity of refuse which may be discharged is 100 cubic yards per day (76 m³/day).
- (c) The type of refuse which may be discharged is municipal and industrial.
(Municipal, industrial, etc.)
- (d) The nature or characteristics of the refuse which may be discharged are typical municipal and non-hazardous industrial refuse (excluding toxic wastes).
- (e) The works authorized are landfill operation as directed approximately located as shown on the attached Appendix A.
- (f) The land from which the refuse originates and to which this appendix is appurtenant is Westbank and adjacent area.
- (g) Those works authorized and proposed must be completed and in operation when discharge commences.

Date November 19, 1973
Amended SEP 16 1976, 19


Assistant Director of Pollution Control

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
 WATER RESOURCES SERVICE
 POLLUTION CONTROL BRANCH



REGIONAL DISTRICT OF CENTRAL OREGON

(Name of applicant(s))

(Date)

(Signature of applicant(s) or ...)

SEP 16 1976 OR OFFICE USE ONLY

Approved Date

Nov. 19/73

(Date issued) Assistant Director, Pollution Control

Appendix A to Permit No. PR-21

APPENDIX B
CAPACITY/LIFESPAN ESTIMATES

CAPACITY/LIFESPAN ESTIMATE TABLES

The attached tables factor population, generation rates, density, and volume to determine estimates of the lifespan of the landfill given the growth rates of 2, 2.75, and 4 percent. The following assumptions apply:

- Generation rate for construction waste is 0.13 tonnes/capita and remains constant;
- Construction waste is placed separately and requires no or minimal cover material;
- 22% weight reduction in rest of waste stream is achieved by 1996;
- waste is compacted to an average of 500 kg/m³ after being placed;
- cells are sequenced to use a minimum of intermediate cover;
- ramp method uses cover to waste ratio of 22:100 by volume.

Preliminary estimate of on-site cover material is estimated to be 150,000 m³ (see Appendix B). Note that on the attached tables, this volume is not required; just under 140,000 m³ is used at the ultimate closure date. However, this reserve is still only an estimate. Cover material can be supplemented by wood waste by up to 30% (this practice is set out as part of the present procedure, but is not strictly followed. This would augment the on-site reserve to over 210,000 m³, providing a better margin of safety.

The highlighted values in the final column indicate the estimated year that each stage is completed. The highlighted values in the cumulative cover column indicate when the estimated on-site reserve is depleted, both if used alone, and supplemented with wood waste as described above.

at end of year	population	generation rate	WASTE mass	WASTE cum mass	WASTE volume	WASTE cum vol	COVER volume	COVER cum vol	WASTE and COVER volume	WASTE and COVER cum vol	CONSTR per cap	mass	vol	cum vol	TOTAL TOF CUM VOLUME
1992	17000	0.84	14280	14280	28560	28560	6283	6283	34843	34843	0.13	2210	7567	7514	43054
1993	17340	0.84	14586	14586	29131	29131	6409	6409	35540	35540	0.13	2254	7614	7514	43054
1994	17687	0.78	13786	28361	27591	56723	6070	12479	33662	69202	0.13	2289	7664	15178	84380
1995	18041	0.72	12989	41350	25978	82701	5715	18194	31694	100895	0.13	2345	7818	22986	123991
1996	18401	0.66	12145	53495	24290	106691	5344	23538	29834	130529	0.13	2392	7874	30970	161498
1997	18769	0.66	12388	65863	24776	131766	5451	28989	30226	163755	0.13	2440	8133	39103	38360
1998	19145	0.66	12838	78519	25271	157037	5580	34548	30831	191586	0.13	2489	8296	47399	199858
1999	19528	0.66	12888	91407	25777	182814	5671	40219	31447	223033	0.13	2539	8462	55861	278864
2000	19918	0.66	13145	104553	26292	209106	5784	46003	32076	255109	0.13	2589	8631	64492	319602
2001	20317	0.66	13409	117962	26818	235924	5900	51903	32718	287827	0.13	2641	8804	73296	361123
2002	20723	0.66	13677	131639	27354	263278	6018	57921	33372	321199	0.13	2694	8980	82278	403475
2003	21137	0.66	13951	145590	27901	291179	6138	64059	34040	352338	0.13	2748	9160	91436	446675
2004	21580	0.66	14230	159819	28459	319638	6261	70321	34720	389659	0.13	2803	9343	100778	490738
2005	21991	0.66	14514	174334	29029	348667	6386	76707	35415	425974	0.13	2859	9530	110308	535882
2006	22431	0.66	14805	189158	29609	378276	6514	83221	36123	461497	0.13	2916	9720	120028	581525
2007	22880	0.66	15101	204239	30201	408478	6644	89865	36848	498343	0.13	2974	9915	128943	628285
2008	23337	0.66	15403	219641	30805	439283	6777	96642	37582	535925	0.13	3034	10113	140056	675981
2009	23804	0.66	15711	235352	31421	470704	6913	103555	38334	574259	0.13	3095	10315	150371	724830
2010	24280	0.66	16025	251377	32050	502754	7051	110906	39101	613360	0.13	3156	10521	160892	774252
2011	24768	0.66	16345	267723	32691	535445	7192	117798	39883	653243	0.13	3220	10732	171624	824867
2012	25281	0.66	16672	284395	33345	568790	7338	125134	40680	693923	0.13	3284	10946	182570	874894
2013	25798	0.66	17006	301401	34012	602801	7483	132616	41494	735418	0.13	3350	11165	193739	923153
2014	26282	0.66	17348	318747	34692	637493	7632	140248	42324	777742	0.13	3417	11389	205125	982866
2015	26807	0.66	17693	336439	35366	672879	7785	148033	43170	820912	0.13	3485	11610	216741	1037853
2016	27343	0.66	18047	354488	36093	709972	7941	155974	44034	864946	0.13	3555	11849	228590	1093536
2017	27890	0.66	18408	372884	36815	745787	8099	164073	44915	909860	0.13	3628	12086	240876	1150536
2018	28448	0.66	18776	391669	37552	783339	8261	172335	45813	955673	0.13	3698	12328	253003	1208876
2019	29017	0.66	19151	410821	38303	821841	8427	180761	46729	1002402	0.13	3772	12574	265577	1267980
2020	29597	0.66	19534	430355	39069	860710	8595	189356	47664	1050068	0.13	3848	12826	278403	1328469
2021	30189	0.66	19925	450280	39850	900560	8767	198123	48617	1098683	0.13	3925	13082	291485	1390168
2022	30793	0.66	20323	470603	40647	941207	8942	207065	49589	1148272	0.13	4003	13344	304829	1453101
2023	31409	0.66	20730	491333	41460	982697	9121	216187	50581	1198953	0.13	4083	13611	318439	1517292

compacted density** 0.5 T/m³

generation rate* 0.84 T/cap/yr

population growth 2 %

cover/waste ratio 22 %

*1992, excluding construction waste

** by D6

at end of year	population	generation rate	WASTE mass	WASTE cum mass	WASTE volume	WASTE cum vol	COVER volume	COVER cum vol	WASTE and COVER volume	WASTE and COVER cum vol	CONSTR per cap	mass	vol	cum vol	TOTAL TOT CUM VOLUME
1992	17000	0.84	14280	14280	28560	28560	6283	6283	34843	34843	0.13	2210	7367	7367	43371
1993	17468	0.84	14673	14673	29345	29345	6456	6456	35801	35801	0.13	2271	7569	7569	43711
1994	17948	0.76	13640	28313	27281	56826	6902	12458	33283	69084	0.13	2333	7777	15347	41080
1995	18441	0.72	13278	41591	26556	83182	5842	18300	33388	101482	0.13	2387	7991	23338	40380
1996	18949	0.66	12506	54097	25012	108194	5503	23803	30515	131987	0.13	2463	8211	31549	38726
1997	19470	0.66	12850	66947	25700	133894	5654	29457	31354	163350	0.13	2531	8437	39986	39791
1998	20005	0.66	13203	80150	26407	160301	5809	35266	32216	185567	0.13	2601	8608	48655	40885
1999	20555	0.66	13568	93717	27133	187433	5969	41235	33102	228669	0.13	2672	8907	57582	42009
2000	21120	0.66	13940	107656	27879	215312	6133	47389	34012	262881	0.13	2746	9152	66714	43165
2001	21701	0.66	14323	121979	28646	243958	6302	53671	34948	297828	0.13	2821	9404	76118	44352
2002	22298	0.66	14717	136696	29433	273392	6475	60146	35909	333338	0.13	2898	9662	85781	45571
2003	22911	0.66	15121	151817	30243	303634	6653	66800	36896	370434	0.13	2978	9928	95709	46825
2004	23541	0.66	15537	167354	31075	334709	6836	73636	37911	408345	0.13	3060	10201	105910	48112
2005	24189	0.66	15965	183319	31829	366638	7024	80660	38953	447288	0.13	3145	10482	116392	49435
2006	24854	0.66	16404	199723	32807	399445	7218	87878	40025	487323	0.13	3231	10770	127162	50795
2007	25537	0.66	16855	216577	33709	433155	7416	95294	41125	528449	0.13	3320	11066	138228	52192
2008	26240	0.66	17318	233895	34636	467791	7620	102914	42256	570705	0.13	3411	11371	149598	53627
2009	26961	0.66	17794	251890	35589	503380	7830	110744	43418	614123	0.13	3505	11683	161282	55102
2010	27703	0.66	18284	269974	36588	539947	8045	118788	44612	658736	0.13	3601	12004	173286	56617
2011	28465	0.66	18787	288760	37573	577520	8268	127054	45839	704575	0.13	3700	12335	185621	58174
2012	29247	0.66	19303	308063	38606	616127	8493	135548	47100	751875	0.13	3802	12674	198295	59714
2013	30052	0.66	19834	327887	39688	655795	8727	144275	48395	800070	0.13	3907	13022	211317	61417
2014	30878	0.66	20379	348277	40758	696554	8967	153232	49726	849796	0.13	4014	13380	224697	63106
2015	31727	0.66	20940	369217	41880	738434	9214	162455	51083	900889	0.13	4125	13748	238446	64842
2016	32600	0.66	21516	390733	43032	781465	9467	171922	52498	953388	0.13	4238	14127	252572	66625
2017	33498	0.66	22107	412840	44215	825680	9727	181650	53942	1007330	0.13	4354	14515	267087	68457
2018	34417	0.66	22715	435555	45431	871111	9995	191644	55426	1062755	0.13	4474	14914	282002	70340
2019	35364	0.66	23340	458896	46680	917791	10270	201814	56950	1118705	0.13	4597	15324	297326	72274
2020	36338	0.66	23982	482877	47964	965755	10552	212486	58516	1178221	0.13	4724	15746	313072	74262
2021	37336	0.66	24641	507519	49283	1015038	10842	223308	60125	1238346	0.13	4854	16179	329250	76304
2022	38362	0.66	25318	532838	50638	1065676	11140	234448	61779	1300125	0.13	4987	16624	345874	78402
2023	39417	0.66	26015	558853	52031	1117707	11447	245895	63477	1363802	0.13	5124	17081	362955	80558

compacted density**
0.5 T/m3

generation rate*
0.84 T/cap/yr

population growth
2.75 %

cover/waste ratio
22 %

*1992, excluding construction waste

**by D6

at end of year	population	generation rate	WASTE mass	WASTE cum mass	WASTE volume	WASTE cum vol	COVER volume	COVER cum vol	WASTE and COVER volume	WASTE and COVER cum vol	CONSTR per cap	mass	vol	cum vol	TOTAL TOT CUM VOLUME
1992	17000	0.84	14280	14280	28560	28560	6283	6283	34843	34843	0.13	2210	7367	7367	43988
1993	17680	0.84	14851	14851	29702	29702	6535	6535	36237	36237	0.13	2298	7661	7661	43988
1994	18387	0.78	14342	29193	28684	58386	6310	12845	34995	71231	0.13	2390	7968	15629	85891
1995	19123	0.72	13788	42982	27537	85923	6058	18903	33595	143226	0.13	2488	8266	23916	128742
1996	19888	0.66	13126	56087	26252	112175	5775	24678	32027	136853	0.13	2585	8618	32534	40645
1997	20683	0.66	13631	69738	27302	139476	6008	30685	33308	170161	0.13	2689	8863	41496	211657
1998	21510	0.66	14197	83935	28394	167870	6247	36931	34640	204802	0.13	2796	9321	50817	255619
1999	22371	0.66	14765	98700	29530	197400	6496	43428	35026	240828	0.13	2908	9694	60511	45720
2000	23266	0.66	15355	114055	30711	228110	6758	50194	37467	278295	0.13	3025	10082	70593	47549
2001	24196	0.66	15970	130025	31939	260049	7027	57211	39866	317260	0.13	3146	10485	81078	395339
2002	25164	0.66	16608	146633	33217	293266	7308	64519	40524	357785	0.13	3271	10904	91983	449758
2003	26171	0.66	17273	163906	34545	327812	7600	72119	42145	399930	0.13	3402	11341	103323	503253
2004	27218	0.66	17964	181860	35927	363739	7904	80023	43831	443761	0.13	3538	11794	115118	558879
2005	28308	0.66	18682	200551	37364	401103	8220	88243	45584	489346	0.13	3680	12268	127384	57850
2006	29438	0.66	19429	219981	38859	439962	8549	96792	47408	536753	0.13	3827	12757	140140	60164
2007	30616	0.66	20207	240187	40413	480375	8891	105682	49304	586057	0.13	3980	13267	153407	62571
2008	31841	0.66	21015	261202	42030	522405	9247	114929	51276	637334	0.13	4139	13798	167205	65074
2009	33114	0.66	21855	283058	43711	566116	9616	124545	53327	690861	0.13	4305	14350	181555	67677
2010	34439	0.66	22730	305787	45459	611575	10001	134546	55460	746121	0.13	4477	14924	196478	70384
2011	35816	0.66	23638	329426	47278	658853	10401	144948	57679	803900	0.13	4658	15520	211996	73169
2012	37248	0.66	24584	354011	49169	708021	10817	155765	59886	863786	0.13	4842	16141	228140	76127
2013	38739	0.66	25588	379578	51198	759157	11250	167015	62385	926171	0.13	5036	16787	244927	79172
2014	40289	0.66	26590	406169	53181	812338	11700	178714	64881	991052	0.13	5238	17458	262385	82339
2015	41900	0.66	27654	433823	55308	867646	12168	190882	67476	1058528	0.13	5447	18157	280542	85933
2016	43576	0.66	28760	462583	57521	925167	12655	203537	70175	1128703	0.13	5665	18883	299425	89958
2017	45319	0.66	29911	492494	59821	984988	13161	216637	72982	1201685	0.13	5891	19638	319063	92920
2018	47132	0.66	31107	523601	62214	1047202	13687	230384	75901	1277587	0.13	6127	20424	339487	96325
2019	49017	0.66	32351	555953	64703	1111905	14235	244619	78937	1356524	0.13	6372	21241	360728	100178
2020	50978	0.66	33645	589598	67291	1179196	14804	259423	82095	1438619	0.13	6627	22090	382818	104185

compacted density** 0.5 T/m3

generation rate* 0.84 T/cap/yr

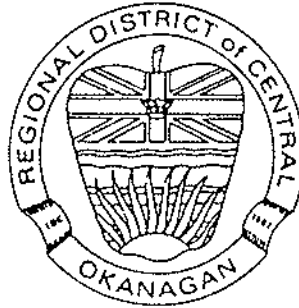
population growth 4 %

cover/waste ratio 22 %

*1992, excluding construction waste

**by D6

APPENDIX C
CLIENT LIST



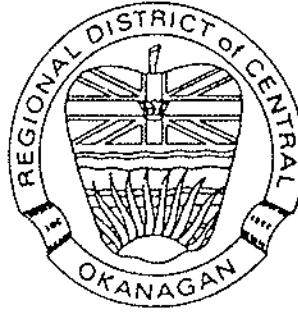
Office of the Administrator
Telephone 763-4918
FAX 763-0606

540 Groves Ave.
Kelowna, British Columbia
V1Y 4Y7

August 31, 1992

WESTSIDE SANITARY LANDFILL
CUSTOMER LIST

<u>NAME</u>	<u>ACCT. #</u>
AAA Lawn & Yard Maintenance	AAA010
A-1 Quality Wood	A-1010
Abco Wood Products	ABC010
Abracadabra Roofing	ABR010
Accurate Bobcat Service	ACC010
Ace Courier	ACE010
Active Roofing	ACT010
Allen, Les	ALL015
Approved Services	APP020
Armada Steel Corp.	ARM010
Arron Building Products	ARR010 *NOTE5
Art Knapp Plantland	ART010
B.C. Hydro - Kelowna	BCH010
B.C. Hydro - Vernon	BCH011
B.T. Investments	BTI010
Berard, Mitchell (Home Bay)	BER010
Bestwall (90)	BES010
Big Valley Custom Homes	BIG010
Billabong M.H.P.	BIL010
Boterra Construction	BOT010
Boterra Construction	BOT010
Boucherie Beach Resort	BOU010
Browning-Ferris Industries Ltd.	BFI010
Burns Landscaping & Fences	BUR020
Buzza Heating (R.A.)	BUZ010
Bylands Nurseries Ltd.	BYL010
Canuk Enterprises Ltd.	CAN012
Casa Loma Resort	CAS010
Castleridge Homes	CAS008
Cenoka Industries Ltd.	CEN012
Central Carpet Doctor Ltd.	CEN013
Chambers, Larry (I.T.S.)	CHA011
Classic Motor Car	CLA010 *NOTE6
Cody Tree Service	COD010
Collin, L.W.	COL010
Contract Interiors	CON010
Culos Construction	CUL010
Custom Drywall (Al Lang)	CUS010
D.J. Drywall	DRY010 *NOTE1
Dario's Garden Service	DAR010
DBA Mower Mart (363337 BC Ltd)	DBA010



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540 Groves Ave.
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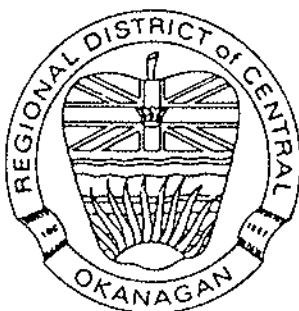
Derrickson, Ronald (c/o Golden Homes)	DER010
Derricksan, N.C.	DER011
Dogwood Nursery	DOG010
Domestic Appliance Sales & Service	DOM010
Duck Lake Enterprises Ltd.	DUC010
Eberle, Wayne (Drywall)	EBE010
Edison Homes Ltd.	EDI010
Ensign Bros. Sand & Gravel	ENS020
Fletcher, Greg	FLE010
G & D Disposal	G&D010 *NOTE2
G & M Machine Works	G&M010
G & R Drywall (1990) Ltd.	G&R010
George Welsh Roofing	GEO015
Gibb's Tree & Garden	GIB010
Gibson, Ken (Handyman)	GIB011
Glenwood Homes	GLE010
Grant's Market	GRA010
Grassmick's Excavating Ltd.	GRA011
Green Acre Yard Care	GRE020
Green Bay Resort	GRE021
Hammermeister Contracting Ltd.	HAM010
Harmony Homes	HAR010
Harte, Jeffrey	HAR011
Home Depot	HOM010
Honeybear Holdings	HON010
Ian Paine Construction Ltd.	IAN010
J.F.C. Contracting	JFC010
Ja-Gen Enterprises	JAG010
Johnathan Browne Furniture Ltd.	JOH015
Johnson Drywall	JOH010
Kal Tech Restorations	KAL010
Kal Tire Ltd.	KAL011
Kariba Contracting	KAR010
Kel-Oka Contractors	KEL019
Kelco Drywall Ltd.	KEL003
Kelmont Construction Ltd.	KEL006
Kelowna Crane Services	KEL010
Kelowna Ready-Mix Inc.	KEL016
Kelowna Roofing Ltd.	KEL013
Kelowna Yard & Garden	KEL014
Kildare Sign Service & Inst. Ltd.	KIL011
Kokanee Bowl	KOK010
L & D Petch Contracting	PET010
Laidlaw Waste Systems Ltd. - Vernon	LAI020
Laidlaw Waste Systems Ltd. - Penticton	LAI021
Laing Roofing	LAI010
Lake Line Cont. Ltd.	LAK009
Lakeridge Contracting Ltd.	LAK030
Lakeshore Villa Resort	LAK040



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540 Groves Ave.
Kelowna, British Columbia
V1Y 4Y7

Lakeview Villa (c/o E. Tonn)	LAK041
Last Mountain Inc. (Crystal Mountain)	LAS010
Laurelwood Landscaping Ltd.	LAU010
Len's Bob Cat	LEN010
Lewis T. Trucking	LEW010
Lloydco Products	LLO010
Low, William	LOW010
M & M Landscaping	M&M010
M. Garcia Trucking	MGA010
MacCosham Van Lines	MAC011
MacLeod, John - The "Grounds Keeper"	MAC020
Marshall, Stuart	MAR010
McDougall Creek Estates	MCD010
McGlashon, Brian	MCG010
Midvalley Construction	MID011
Midvalley Highways Mtce. Inc.	MID010
Mike's Gardening	MIK010
Ministry of Forests (Constr. Branch)	MIN009
Mission Hill Vineyards	MIS006
Moore Greenery Landscaping	MOO015
Moose Mocs	MOO010
Mountside Builders Ltd.	MOU011
Multi Housing (was Golden Acres)	MUL010
Oakwood Homes Inc.	OAK010
O.K. Environmental Waste Systems	OKE010
O.K. Road Maintenance Inc.	OKR015
Okanagan Basin Water Board	OKA020
Okanagan Blue Landscape	OKA025
Okanagan Mobile Home Specialists	OKA007 *NOTE3
Okanagan Truss	OKA018
Old Mac Donald's Farm	OLD015
Orchard Valley Disposal Ltd.	ORC010
Quality Landscaping	QUA010
Quail's Gate Vineyards	QUA015
Paladin Construction	PAL010
Paradise Park Resort	PAR011
Park Place Lawn & Garden	PAR012
Patton Construction Inc.	PAT010
Paul W & V Trucking	PAU010
Paynters Orchard Meadows Ltd.	PAY010
Pritchard Drywall	PRI010
Pro Craft Construction	PRO015 *NOTE4
Prominence Homes	PRO030
R.C.S. Developments	BCD010
Riviera Homes Ltd.	RIV010
Rongus Dev. Ltd.	RON020
Royal-Star Enterprises Inc.	ROY030
Rozniak's Quality Drywall Ltd.	ROZ010
Samara Construction Ltd.	SAM015



Office of the Administrator
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FAX 763-0606

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V1Y 4Y7

San Marc Custom Homes Ltd.	SAN010
Schlieff Drywall	SCH012
School District No. 23 (Rep. & Maint.)	SCH011
Seclusion Bay Resort	SEC020
Security Paving Co. Ltd.	SEC010
Service Master	SER015
Serwa Bulldozing Co. Ltd.	SER010
Shady Rest Mobile Park	SHA020
Shoreline Pile Driving Services	SHO010
Siemens, Al Roofing	SIE010
Simon Contracting	SIM015
Solid Nature Contractors	SOLO20
Sonntag Construction Ltd.	SON010
Springpoint Management	SPR020
St. Martin, Yvon	STM010
Stang, Danny	STA015
Sterling Construction	STE010
Strymecki, Roy	STR010
Stump Busters	STU010
Stutters Construction Co. Ltd.	STU020
Sun-Oka Valley Transport	SUN010
Sunnywest Homes Ltd.	SUN020
Superior Warehousing Services	SUP020
Supreme Homes Inc.	SUP010
T.J.M.K. Developments	TJM010
Target Taping & Drywall	TAR010
Team Construction Management Ltd.	TEA010
Tom Tar Roofing & Sheet Metal	TOM010
Trail Park Mobile Villa's	TRA010
Truss, Al	TRU010
Tru Truss	TRU011
Underwood, Regan (Ogopogo Eavestr.)	UND010
Unique Roofing & Renovations	UNI010
Valley Blocking & Stains	VAL015
Valley Curbing Ltd.	VAL011
Varitec Ent. Ltd.	VER011
Village Green Mobile Home Park	VIL010
Wally's Roofing Ltd.	WAL010
Walker, Scott (Sunnyside Farms)	WAL015
Weekend Bulldozer	WEE010
Weskel Waste Systems	WES013
Westbank Irrigation District	WES016
Westbank Packers Ltd.	WES007
Westbank Tireland	WES014
Westgate Developments Ltd.	WES019
Westside Builders Mart Ltd.	WES018



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Westside Roofing Ltd.
Westside Sales & Rentals
Westview Village Park
Westville Homes Inc.
Westville Homes (1989) Inc.
White Knight Landscapers
Wibco Construction Co. (Indian Band)
~~Wild & Wet Amusement~~
Worden, Ron
Youngberg, Wayne

WES038
WES023
WES051
WES055
WES056
WHI010
WIB010
~~WIL010~~
WOR015
YOU015

APPENDIX D
OPERATIONS CONTRACT

THIS AGREEMENT MADE THE 20 DAY OF APRIL A.D., 1988

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
a regional district with offices at 540
Groves Avenue, in the City of Kelowna,
Province of British Columbia

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

SERWA BULLDOZING (1982) CO. LTD.
a company duly incorporated under the laws of
the Province of British Columbia and having a
an office and place of business at 1565
Springfield Road, City of Kelowna, Province
of British Columbia

(hereinafter called the "Operator")

OF THE SECOND PART

WHEREAS:

A. The Regional District maintains a sanitary landfill on ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Regional District of Central Okanagan, in the Province of British Columbia and being more particularly known and described as:

District Lot 3794
Osoyoos Division Yale District

(which operation and lands are hereinafter called the "Sanitary Landfill")

B. The Regional District wishes to contract the operation of the Sanitary Landfill to the Operator on the terms and conditions hereinafter appearing;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the mutual promises and agreements hereinafter contained the parties hereto covenant and agree, each with the other, as follows:

1./

1. TERM:

This Agreement shall be for a term of three (3) years commencing on the 1st day of May, 1988 and expiring on the 30th day of April, 1991 (hereinafter called the "Term") unless earlier determined in accordance with the provisions hereof.

2. OPERATOR'S DUTIES:

The Operator shall from time to time and at all times during the Term:

- (a) Generally do all things necessary, at its sole cost, to operate and maintain the Sanitary Landfill in a proper and workmanlike manner in accordance with the provisions of this Agreement, lawful directions of the Regional District given under this Agreement, and the provisions of the Pollution Control Act, regulations enacted thereunder and the permits issued to the Regional District thereunder;
- (b) Operate and maintain and keep the Sanitary Landfill open for the use of the public in accordance with the following schedule:
 - (i) Sunday, Monday, Tuesday, Thursday, Friday and Saturday - 9:00 a.m. to 4:00 p.m.;
 - (ii) closed statutory holidays including New Years Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (c) At its sole cost, provide and maintain on site in good and sufficient repair for the operation and maintenance of the Sanitary Landfill, the following equipment:
 - (i) 1 - D6 Crawler Tractor or equivalent with minimum weight 35,000 lbs. complete with dozing equipment suitable for the purpose of digging trenches, compacting garbage and excavation of cover material; and
 - (ii) 1 - Rubber tired front end loader with minimum 3 yard bucket struck; and
 - (iii) 1 - dump truck for moving material with minimum 12 yard struck

and for greater clarity it is understood that the Operator shall maintain, fuel, oil, repair and operate the said equipment wholly at its cost;

(d)/

- (d) In the event of a failure of any of the equipment described in subparagraph (c) of this paragraph 2 to operate or function properly the Operator shall forthwith and at its sole cost provide a substitute therefor of equivalent utility and in any event satisfactory to the Regional District;
- (e) At its sole cost, provide and supervise such competent employees skilled in the activity of sanitary landfilling as are reasonably necessary to allow the Operator to perform the covenants on its part to be performed pursuant to the provisions of this Agreement;
- (f) Without limiting the generality of subparagraph (a) of this paragraph 2:
 - (i) operate the Sanitary Landfill so that all exposed solid wastes are compacted and covered daily with suitable material obtained on-site so as to comply with the Pollution Control Act and regulations enacted thereunder and permits issued thereunder;
 - (ii) maintain an all-weather road from the entrance to the site to the dumping location; keep all on-site internal access roads free and clear of rubbish, debris, ice and snow and all other obstructions so as to allow for the unimpeded movement of vehicles to the dumping location;
 - (iii) segregate and stack all car bodies and car parts at a special designated location on-site and maintain vehicular access thereto;
- (g) Maintain good relations with the public;
- (h) Take out and maintain, at its sole cost, the following insurance:
 - (i) a standard owners form automobile policy providing third party liability and accident benefit insurance as provided by the Insurance Corporation of British Columbia (Auto Plan) in accordance with the Automobile Insurance Act with minimum limits as follows:

bodily/

bodily injury and property damage (third party limit) - inclusive limit - \$1,000,000.00. a confirmation of insurance coverage (APV-47) is to be provided by the Operator to the Regional District;

(ii) An all risk insurance policy with Insurers acceptable to the Regional District covering all equipment owned or rented or for which the Operator is responsible under the terms of this Agreement. In the event of loss or damage to the said equipment or any part thereof the Operator shall, if so requested by the Regional District in writing, forthwith replace such damaged or destroyed equipment;

(iii) General public liability insurance against claims for bodily injury, death or property damage arising out of the performance or non-performance by the Operator of the covenants on its part to be performed hereunder and having a policy limit of not less than \$2,000,000.00 per single occurrence;

The Operator shall provide the Regional district with copies of all insurance maintained by it hereunder and all such insurance policies shall contain the following clause:

"Waiver of Subrogation"

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive its rights of subrogation against the Regional District, its elected officials, officers, employees, and agents engaged in any way with the operation of the Sanitary Landfill.

Such/

Such policies of insurance shall also include a clause reading as follows:

"Notice"

It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the Insurer giving at least thirty (30) days prior written notice by registered mail to the Regional District to the attention of its Administrator at the following address:

Regional District of Central Okanagan
540 Groves Avenue
Kelowna, B.C. V1Y 4Y7

- (i) Indemnify and save harmless the Regional District, its elected officials, officers, employees, and agents from and against all and all manner of actions, causes of action, damages, loss, costs or expenses which the Regional District may sustain, incur or be put to by reason of the occupation of the Sanitary Landfill by the Operator or the performance or non-performance by the Operator of the covenants on its part to be performed hereunder;
- (j) Indemnify and save harmless the Regional District from and against all and all manner of claims for liens for wages or materials for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Operator may make or cause to be made on, in or to the Sanitary Landfill and will allow the Regional District to post and will keep posted on the Sanitary Landfill any notice that the Regional District may desire to post under the provisions of the Builders' Lien Act;
- (k) Not construct, place or erect upon, over, under or across the Sanitary Landfill any building or structure without first obtaining the approval in writing of the Regional District;

(l)/

- (l) Maintain Workers' Compensation insurance in order to fully protect both its employees and the Regional District to the extent required by law;
- (m) Comply with all laws, statutes, by-laws, ordinances and regulations of all federal, provincial, municipal or other governmental authorities any of which are applicable to this Agreement or the performance of the covenants on its part to be performed under the provisions of this Agreement and indemnify and save harmless the Regional District against any cost, loss, liability or obligation which may arise as a consequence of the failure of the Operator or its employees to comply fully with the said laws and regulations.

3. REGIONAL DISTRICT'S DUTIES

The Regional District shall, in consideration of the due performance by the Operator of the covenants on its part to be performed hereunder, pay to the Operator the sum of THIRTY-SEVEN DOLLARS TWENTY-FIVE CENTS (\$37.25) for each hour that the Operator operates and maintains the Sanitary Landfill in accordance with the schedule set out in paragraph 2(b) hereof. The said payment shall be paid monthly to the Operator by the Regional District upon invoice therefor on or before the 15th day of the month following the month covered by each invoice.

4. MUTUAL COVENANTS:

It is hereby mutually covenanted and agreed that:

- (a) The Regional District shall have the right to inspect the operation of the Sanitary Landfill at all times and the further right to direct the Operator to change or amend its methods of operating and maintaining the Sanitary Landfill in order to bring it into compliance with the Pollution Control Act and regulations or permits issued thereunder or the terms of this Agreement or the aims, objectives and policies of the Regional District;

(b)/

- (b) In the event that the Operator shall fail to perform any of the covenants on its part to be performed pursuant to the terms of this Agreement, the Regional District may give to the operator ten (10) days notice in writing of such default and in the event that the Operator fails to remedy such default within the said ten (10) day period the Regional District may, in addition to any other remedy it may have in law or in equity, thereupon terminate this Agreement except for the purpose of any action, suit, proceeding or demand by the Regional District against the Operator in respect of a default under this Agreement;
- (c) Any person employed by the Operator in the operation and maintenance of the Sanitary Landfill, who shall be deemed by the Regional District to be incompetent or disorderly, shall, upon representation by the Regional District to the Operator, be by the latter removed forthwith from the Sanitary Landfill and shall not at any time thereafter be employed upon the operation and maintenance of the Sanitary Landfill;
- (d) This Agreement shall not be assigned by the Operator without the written consent of the Regional District;
- (e) If any difference of dispute occurs between the parties as to any matter arising under this Agreement then either party may give to the other notice of the difference or dispute and request that it be settled by submission to arbitration. After the giving of the notice and the making of the request the party shall request the Supreme Court of British Columbia to appoint a single Arbitrator to whom the difference or dispute shall be submitted for determination. the procedure to be followed in connection with the submission shall be that set out in the arbitration Act (British Columbia) and the decision of the Arbitrator shall be final and binding on both parties;
- (f) The Regional District shall have authority to stop the Operator whenever such stoppage may, in the Regional District's opinion, be necessary to ensure the proper operation and maintenance of the Sanitary Landfill. In an emergency affecting or threatening of life, or structures, or other property, the Regional District shall have the authority to make such changes and to order such remedial measures as may, in the opinion of the Regional District, be necessary. Such changes shall not relieve the Operator of its obligations and responsibilities under this Agreement;

(g)/

- (g) The Operator shall provide all necessary facilities and medical attendance and supplies for its employees in accordance with the Workers' Compensation Act and all other applicable legislation and to the satisfaction of the Regional District and should it fail to do so the Regional District may provide such things at the expense of the Operator. The Operator shall make such facilities and medical attendance and supplies available for the emergency treatment of its employees, employees of the Regional District, and other visitors, whether authorized or not, at no cost to the Regional District;
- (h) Any notice required to be given hereunder shall be deemed to be sufficiently given if delivered at the time of delivery and if mailed from any Government Post Office in the Province of British Columbia by prepaid registered mail addressed as follows:

If to the Regional District:

Regional District of Central Okanagan
540 Groves Avenue
Kelowna, B.C.
V1Y 4Y7

Attention: Administrator

If to the Operator:

Serwa Bulldozing (1982) Co. Ltd.
1565 Springfield Road
Kelowna, B.C.
V1Y 5V5

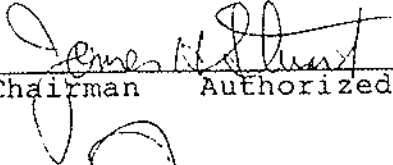
or at such other address as the parties may from time to time designate and such notice shall conclusively be deemed to have been received 48 hours after the time and date of mailing PROVIDED ALWAYS, HOWEVER, that if at the time of mailing any notice hereunder the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slowdown, lockout or other labour dispute any notice required to be given hereunder shall only be given by actual delivery thereof;

(i)/

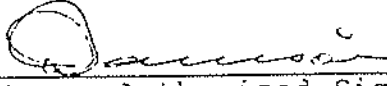
- (i) The Operator is hereby an independent contractor with the Regional District and not an employee thereof;
- (j) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns;
- (k) Wherever the singular or masculine is used herein the same shall be construed as including the feminine, plural, body politic or body corporate where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN was hereunto affixed in the presence of:



Chairman Authorized Signatory



Secretary Authorized Signatory

THE CORPORATE SEAL OF SERWA BULLDOZING (1982) CO. LTD. was hereunto affixed on the day of *April 18*, 1988 in the presence of its proper officers in that behalf:



Authorized Signatory

Authorized Signatory

APPENDIX E
DRAINAGE MAP

Appendix E
Westside Landfill Site
Drainage Map

