Agenda 23-22

Regular Meeting of the Council of the Village of Carmacks, Yukon to be held in the Council Chambers of the Carmacks Municipal Building at 7:00 PM on Tuesday, November 21, 2023.

1. CALL TO ORDER

2. AGENDA (motion to adopt)

3. ADOPTION OF MINUTES

(motion to adopt)

3.1 Regular meeting of November 7, 2023

4. DELEGATION

4.1 CDC – VoC Letter of Support & Proposed Category B Settlement Land - C-34B Subdivision Development

5. CORRESPONDENCE

6. REPORTS

- 6.1 Council Activity Reports
- 6.2 Mayor Report
- 6.3 CAO Report
- 6.4 AYC

7. ACCOUNTS PAID AND PAYABLES

7.1 Cheque Log

8. BYLAWS (motion to adopt)

8.1 By-Law 291-23 – Fine Review

9. NEW & UNFINISHED BUSINESS

- 9.1 Propane Services Request for Proposal Review
- 9.2 VoC Council Resolution Sewage Lagoon Resolution
- 9.3 Arctic Inspiration Prize VoC Donation & Resolution

10. QUESTION PERIOD

11. INCAMERA (motion to go in and out of session and recorded time)

12. ADJOURNMENT

MINUTES FROM THE REGULAR MEETING OF THE COUNCIL FOR THE VILLAGE OF CARMACKS ON November 7, 2023, IN THE MUNICIPAL COUNCIL CHAMBERS

PRESENT: Mayor: Lee Bodie

Councillors: J. Lachance, D. Hansen,

Staff: CAO Matthew Cybulski, Sarah Cleijsen Delegation: Alex Hill-Community Advisor

Regrets: H. Belanger

1. ORDER: Mayor L. Bodie called the meeting to order at 7:00 PM.

Moment of Silence for Johhny Sam.

- **2. AGENDA:** Council reviewed the agenda.
- 23-21-01 M/S Councillors J. Lachance/D. Hansen motioned that the agenda be accepted as presented.

CARRIED

- **3.1 MINUTES:** From the regular meeting on October 17, 2023.
- 23-21-02 M/S Councillors D. Hansen/J. Lachance motioned that the minutes be accepted as presented.

CARRIED

- **3.2 MINUTES:** From the special meeting on October 30, 2023.
- 23-21-03 M/S Councillors J. Lachance/ D. Hansen motioned that the minutes be accepted as amended.

CARRIED

4. DELEGATION:

- 4.1 RCMP- a report was given. Overall total calls for occurrences are down compared to 2022.
- 4.2 Flood Mapping Analysis Presentation.
 - * Slide show

5. CORRESPONDENCE:

- 5.1 Five-year Review of Cannabis Legislation (Review and Survey) *Survey to be completed and submitted by Dec. 1/2023.
- 5.2 CMG Letter and Formula.
- 5.3 CPI increase 2022 review.

REPORTS:

6.1 Councillor Activity Reports

- *D. Hansen-attended Special Meeting on Oct.30/2023. Nothing to report.
- *J. Lachance-attended Special Meeting on Oct.30/2023. Nothing to report.
- *J. Lachance-attended CAO Review Meeting on Nov.1/2023. Great review.
- *Mayor Lee reported Top Marks for Matthews performance.

6.2 Mayor's Report

*Mayor and Chief's Meeting- Mayor reported it was very interesting although scattered. Round table talks that resonated with Housing being a shortage in all communities.

6.3 CAO Report

Council read report presented.

6.4 Recreation Department Report

Council read report provided.

6.5 Finance Report

All is good.

6.6 Public Works Report

Council reviewed report at hand.

6.7AYC

		All looks good.	
	8. BYL	AWS	
		None	
	9. NEV	V AND UNFINISHED BUSINESS	
	9.1 Car	macks Recreation Logo and Recreat	ion Guide Review.
	10. QU	ESTION PERIOD	
	12. AD	JOURNMENT	
23-21-0	04	M/S Councillor D. Hansen motion PM.	ned to adjourn the meeting at 8:35
		Mayor L. Bodie adjourned the meet	ing at 8:35 PM.
———Mayor	Lee Bo		CAO Matthew Cybulski
-			

7. Accounts Paid and Payables



Village of Carmacks

P.O.Box 113 Carmacks, YT YOB 1C0

To: Mayor & Council

Date: November 21, 2023

From: Matthew Cybulski, Chief Administrative Officer, Village of Carmacks

Re: CAO Debrief (November 7, 2023 to November 21, 2023)

Hello Mayor & Council,

Major updates and minor debriefing of municipal service developments and administrative activities:

1. VoC Staffing Update

- Recreation Director Hired
- Starting December 4th, 2023
- Background in Recreation and Retail Management.
- Landfill operator position vacant and posted until filled.

2. Regional Landfill Update

- VoC Landfill Townhall Meeting November 9th Hosted at CRC; Strong Turnout
- New Landfill Operations and Service Model in effect as of November 15th, 2023
- Next Landfill Townhall and Feedback Meeting: TBD
- First week of new service implementation was smooth.

3. Budget Development Update

- Draft #1 of 2024 O&M Provisional Budget Complete.
- 2024 Carmacks CMG amount is \$1.64 Million CMG accounts for 39% of 2024 Anticipated Provisional Budget (O&M)
- First Provisional Budget Review Meeting November 23rd or November 28th TBD
- Gas Tax applications for 2023 (Public Works Fleet Replacement & Upgrades) submitted to CCBF.
- Purchase agreements for fleet upgrades drafted with Vendors & VoC.



Village of Carmacks

P.O.Box 113 Carmacks, YT Y0B 1C0

- CPI index attached and shared for CPI increase discussion 6.8% was the recorded CPI increase for Whitehorse.
- The Community Spatial Price Index (CPSI) for Carmacks in 2022 was 15.1% higher than the recorded CPI in Whitehorse (Whitehorse = 100, Carmacks = 115.1)
- CAO is requesting an original 6.8% increase backdated to January 1st, 2023 to renumerate the CPI/COLA adjustment reflecting the actual adjustment.
- Council motion for 2023 CPI Increase Required.
- Follow-up with similar process for 2023 CPI increase to be determined in Q1 2024.

4. LSCFN & VoC Joint Council Meeting

- 1st Joint Council Meeting of 2023 scheduled for November 8th, 2023 (6:00PM)
- Hosted by the VoC at the VoC Firehall & Emergency Response Center
- Agenda Topics include; Sewage Lagoon, Communication & Consultation, Landfill Service Changes.
- VoC & LSCFN to explore Memoriam of Understanding for collaboration between agencies.

5. Municipal By-Election Update

- Returning Officer Appointed
- Notice of Nominations Posted (Big Board, Social Media, Flagship Bulletin Boards)
- Nomination Dates Timeline: November 1st to November 8th (noon deadline)
- Produced Municipal Ballots with 3 candidates on the docket.
- Returning Officer Mailing Address: 143 River Drive, Carmacks, YT Y0B1C0
- Advanced Polling Date: November 23rd, 2023
- General Polling Date: November 30th, 2023

6. CAO Training Update

 Asset Management Association of Saskatchewan – Learning Path to Asset Management Readiness and Usage of the Asset Management Scale – Completed November 3rd, 2023.



Village of Carmacks P.O.Box 113

Carmacks, YT YOB 1CO

- Training included the baseline development of a Municipal Asset Management Plan and Asset Management Registry System.
- VoC will be developing a Municipal Asset Management System Registry for all municipal service assets starting January 2024 (Roads, Collections, Recreation Facilities....)
- CAO to start Municipal Finance Management Course (NAACL) in Spring 2024.

Yukon Bureau of Statistics



Highlights:

- The Consumer Price Index (CPI) for Whitehorse increased 6.8% on an annual average basis in 2022 following a 3.3% increase in 2021; Canada's CPI also increased 6.8% in 2022 following a 3.4% increase in 2021.
- In 2022, prices in Whitehorse increased for all major CPI components; prices in Canada also increased for all components.

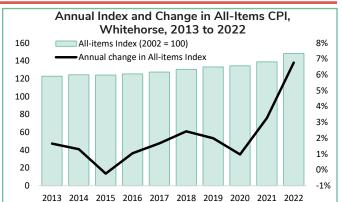
Changes in the Consumer Price Index

	. 9	
	Whitehorse,	
	Yukon	Canada
2022	6.8%	6.8%
2021	3.3%	3.4%
2020	1.0%	0.7%
2019	2.0%	1.9%
2018	2.4%	2.3%
2017	1.7%	1.6%
2016	1.0%	1.4%
2015	-0.2%	1.1%
2014	1.3%	2.0%
2013	1.7%	0.9%
NU*	3.9%	2022
NFLD	6.4%	
AB	6.4%	
SK	6.69	6
QC	6.79	
YT*	6.8	
ON	6.8	
BC	6.9	%

The annual change in the Consumer Price Index (CPI) for Whitehorse in 2022 was 6.8%; for Canada, it was also 6.8%.

The 2022 annual CPI growth for Whitehorse was 3.5 percentage point higher than in 2021 (3.3%). Canada's annual CPI growth in 2022 was 3.4 percentage points higher than in 2021 (3.4%).

Amongst provinces and territories, Whitehorse's CPI increase (6.8%) was the sixth-lowest in the country. The highest CPI increase was in PEI (8.9%); the lowest increase was in Iqaluit (3.9%).



During the past ten years (2013 to 2022), the All-items CPI has increased every year except 2015, when it decreased by 0.2%.

Comparing 2022 to 2013, the CPI for Whitehorse increased by 20.8%. During this period, the CPI grew at a compound annual rate of 1.9% per year.

From 2013 to 2015, the CPI growth rate declined from 1.7% to -0.2%. Following this decline, the CPI growth rate steadily increased until 2018 reaching 2.4%, and then slightly moderated to 2.0% in 2019. The CPI growth rate decreased again to 1.0% in 2020, the year of the pandemic. In the post-pandemic years, the CPI growth rate increased to 3.3% in 2021 and 6.8% in 2022.

Notes on Consumer Price Index:

* CPIs for territories are estimated for

7.0%

7.3%

7.5%

7.9%

The Consumer Price Index (CPI) is a measure of the rate of price change for goods and services bought by Canadian consumers. It is the most widely used indicator of price changes in Canada. CPI is not a cost-of-living index.

The CPI should be thought of as a measure of the percentage change over time of the average cost of a large basket of goods and services purchased by Canadians. The CPI does not count the price of each item equally but weights each according to its share of total household expenditures in the base period.

The quantity and quality of the goods and services in the basket remain the same. Therefore, changes in the cost of the basket over time are not due to changes in the quantity and/or quality of the goods and services observed, but are purely due to price movements.

Related Links

NWT*

NR

NS

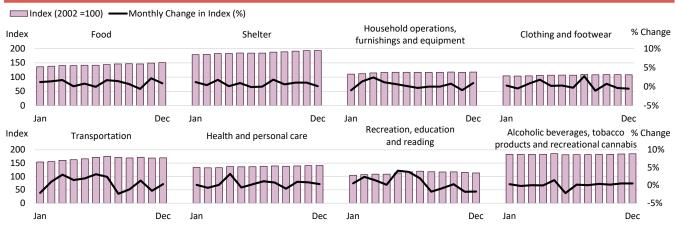
MB

PEI

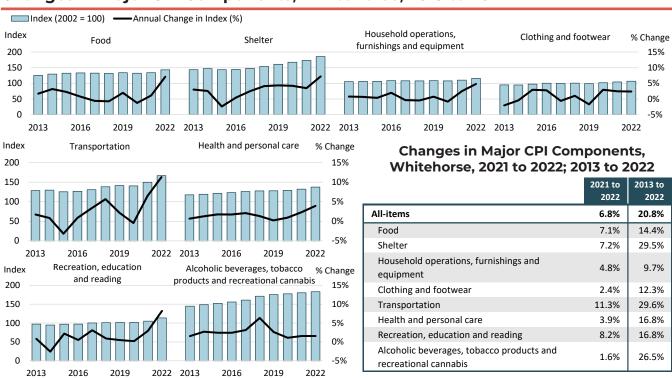
capital cities only.

- <u>Statistics Canada's The Canadian Consumer Price</u> <u>Index Reference Paper</u>
- Yukon Monthly Statistical Review including the Community Spatial Price Index
- Monthly Yukon Fuel Price Survey
- Statistics Canada's Consumer Price Index: Annual Review 2022

Changes in Major CPI Components, Whitehorse, January to December 2022



Changes in Major CPI Components, Whitehorse, 2013 to 2022



Index Weighting

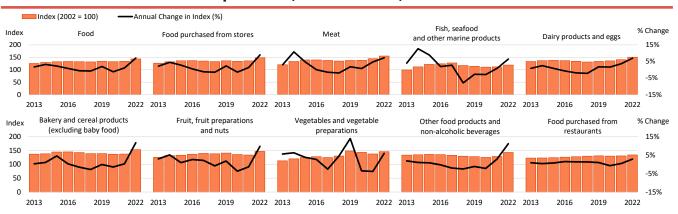
The weighting of the Consumer Price Index is based on consumer spending patterns within each geographic area; the weighting of the Whitehorse CPI is unique to Whitehorse residents' spending patterns. The 2021 basket reflects consumer spending patterns from Statistics Canada's 2020 National Household Survey.

For example, on average, Whitehorse residents spend 26.97 cents of every dollar of their household expenditures on Shelter, while spending 3.47 cents on Clothing and footwear.

The index is reweighted periodically to reflect changes in consumer behaviour. For example, comparing the 2021 basket weights to 2017, the weight attributed to Shelter increased by 2.43 cents to reflect an increase in the proportion of household expenditure that Whitehorse residents allocated to Shelter.

Major Components	Whitehorse CPI Weighting (2021 Basket)	Change in Index Weight 2020 to 2021	Change in Index Weight 2017 to 2021
All-items	100.00		
Shelter	26.97	0.64	2.43
Food	17.75	-0.24	2.04
Recreation, education and reading	16.19	0.66	5.89
Transportation	12.15	0.20	-8.39
Household operations, furnishings and equipment	11.82	-0.89	-2.93
Alcoholic beverages, tobacco products and recreational cannabis	7.43	-0.54	3.11
Health and personal care	4.22	-0.13	-0.30
Clothing and footwear	3.47	0.31	-1.85

CPI for Food and Sub-Components, Whitehorse, 2013 to 2022



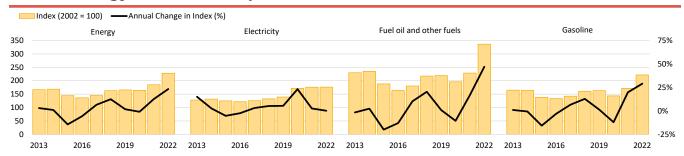
Comparing 2022 to 2021, the CPI for Food increased by 7.1%. During this period, the CPI for all sub-components of Food increased. The largest increase were in:

- Bakery and cereal products (excluding baby food) (11.7%);
- Other food products and non-alcoholic beverages (11.2%); and
- Fruit, fruit preparations and nuts (9.8%).

Comparing 2022 to 2013, the CPI for Food increased by 14.4%. During this period, the CPI for all sub-components of Food increased. The largest increase were in:

- Vegetables, and vegetable preparations (29.2%);
- Meat (29.0%); and
- Fish, seafood and other marine products (19.9%).

CPI for Energy and Sub-Components, Whitehorse, 2013 to 2022



The special aggregate of Energy includes the sub-components Electricity, Fuel oil and other fuels, Gasoline, Natural gas (no data available) and Fuel, parts and supplies for recreational vehicles (no data available).

The CPI for Energy increased by 23.2% in 2022 compared to 2021, and increased by 36.7% compared to 2013.

In 2022, the CPI for Fuel oil and other fuels increased by 47.0% compared to 2021, and by 46.5% compared to 2013.

In 2022, the CPI for Gasoline increased by 29.0% compared to 2021, and by 34.3% compared to 2013.

In 2022, the CPI for Electricity increased by 0.2% compared to 2021, and by 37.5% compared to 2013.

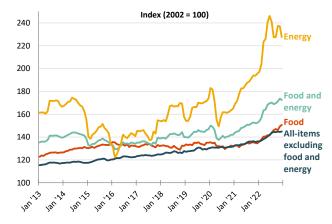
CPI Aggregates, by Month, Whitehorse, January 2013 to December 2022

In general, Food prices and Energy prices are the two most volatile components of the CPI.

In the past ten years, the CPI for Energy was the lowest in February 2016 and the highest in December 2022. Comparing December 2022 to December 2019, Energy prices increased by 31.1%.

During the past ten years, the CPI for Food, which was the lowest in January 2013, increased until January 2016. From 2016 until the middle of 2021, Food prices were relatively stable. After this, Food prices began to increase at a faster rate, reaching a ten year high in December 2022.

The All-items excluding food and energy index was at its lowest level in the past ten years in January 2013 and reached its highest level in October 2022.



Changes in All Available CPI Components, Whitehorse, 2022 Compared to 2021

Food	7.1%	Household operations, furnishings and equipment	4.8%	Transportation, cont'd	
Food purchased from stores	9.0%	Household operations Household operations	2.4%	Public transportation	13.5%
Meat	7.3%	Communications	-3.9%	Local and commuter transportation	3.7%
Fresh or frozen meat (excluding poultry)	5.1%	Telephone services	-5.0%	City bus and subway transportation	0.0%
Fresh or frozen meat (excluding poultry) Fresh or frozen beef	8.2%	Internet access services (200212=100) 10	-4.0%	Taxi and other local and commuter transportation services	8.0%
Fresh or frozen pork	2.5%	Child care and housekeeping services	3.1%	Inter-city transportation	14.3%
Fresh or frozen poultry	9.6%	. 5	3.5%	inter-city transportation	14.5%
Fresh or frozen poultry Fresh or frozen chicken	11.9%	Household cleaning products Paper, plastic and aluminum foil supplies	8.2%	Health and personal care	3.9%
Processed meat	7.1%	Other household goods and services	6.8%	Health care	2.3%
	6.5%	-	7.3%		0.2%
Fish, seafood and other marine products		Financial services (200212=100)		Health care goods Medicinal and pharmaceutical products	
Fish	11.8%	Household furnishings and equipment	8.2%	· · · · · · · · · · · · · · · · · · ·	3.5%
Dairy products and eggs	7.0%	Furniture and household textiles	12.8%	Prescribed medicines (excluding medicinal cannabis)	1.4%
Dairy products	6.8%	Furniture	13.7%	Non-prescribed medicines	6.2%
Fresh milk	7.4%	Household textiles	5.8%	Health care services	4.3%
Butter	14.4%	Household equipment	5.8%	Personal care	5.7%
Cheese	6.7%	Household appliances	10.5%	Personal care supplies and equipment	6.6%
Eggs	8.7%	Non-electric kitchen utensils, tableware and cookware	20.2%	Personal care services	2.9%
Bakery and cereal products (excl. baby food)	11.7%				
Bakery products	11.3%		2.4%	,	8.2%
Cereal products (excluding baby food)	12.4%	Clothing	3.4%	Recreation	9.0%
Fruit, fruit preparations and nuts	9.8%	Women's clothing	6.9%	Recreational equipment and services (excl. rec. veh.)	3.3%
Fresh fruit	12.2%	Men's clothing	-0.2%	Purchase and operation of recreational vehicles	11.3%
Preserved fruit and fruit preparations	4.4%	Children's clothing	0.8%	Home entertainment equipment, parts and services	5.1%
Vegetables and vegetable preparations	6.0%	Footwear	3.1%	Travel services	12.9%
Fresh vegetables	5.4%	Clothing accessories, watches and jewellery	0.2%	Traveller accommodation	14.3%
Preserved vegetables and vegetable preparations	8.6%	Clothing material, notions and services	3.6%	Other cultural and recreational services	3.1%
Other food products and non-alcoholic beverages	11.2%			Education and reading	1.7%
Sugar and confectionery	12.4%	Transportation	11.3%	Reading material (excluding textbooks)	-0.8%
Edible fats and oils	21.4%	Private transportation	11.0%		
Coffee and tea	15.1%	Purchase, leasing and rental of passenger vehicles	8.3%	Alcoholic beverages, tobacco products and recreational cannabis	1.6%
Non-alcoholic beverages	6.8%	Purchase and leasing of passenger vehicles	8.1%	Alcoholic beverages	3.9%
Food purchased from restaurants	2.8%	Purchase of passenger vehicles	8.1%	Alcoholic beverages served in licensed establishments	6.9%
		Operation of passenger vehicles	13.6%	Alcoholic beverages purchased from stores	2.8%
Shelter	7.2%	Gasoline	29.0%	Beer purchased from stores	2.6%
Water, fuel and electricity	17.3%	Passenger vehicle parts, maintenance and repairs	3.8%	Wine purchased from stores	3.0%
Electricity	0.2%	Other passenger vehicle operating expenses	0.4%	Liquor purchased from stores	2.8%
Water	0.0%	Passenger vehicle insurance premiums	0.4%	Tobacco products and smokers' supplies	3.0%
Fuel oil and other fuels	47.0%	Passenger vehicle registration fees	0.0%	Cigarettes	3.0%
		-		Recreational cannabis (201812=100)	-11.5%

Data sources to this point in the publication include: Statistics Canada Tables 18-10-0004-01; 18-10-0005-01; and 18-10-0007-01

Community Spatial Price Index (Whitehorse = 100), 2022

The Community Spatial Price Index is produced quarterly (two periods' data presented below) by Yukon Bureau of Statistics to compare prices of regularly purchased items in Whitehorse to prices in other Yukon communities. For example, in July 2022, if the selected items in this table totalled \$100.00 in Whitehorse, the same items would cost \$115.10 in Carmacks, \$116.70 in Dawson, \$114.10 in Faro, \$116.50 in Haines Junction, \$117.60 in Mayo, \$115.00 in Ross River, \$116.00 in Teslin and \$117.20 in Watson Lake.

	Carm	nacks	Daw	rson	Fa	iro	_	nes tion	Ma	iyo	Old C	Crow	Ross	River	Tes	ilin	Watso	on Lake
	Jan	Jul	Jan	Jul	Jan	Jul	Jan	Jul	Jan	Jul	Jan	Jul	Jan	Jul	Jan	Jul	Jan	Jul
Total Survey Items	117.6	115.1	119.2	116.7	116.6	114.1	114.9	116.5	121.5	117.6			117.4	115.0	117.2	116.0	114.7	117.2
Meat	115.8	108.8	103.2	101.9	102.9	112.1	103.9	111.7	115.1	98.1			99.9	108.8	116.2	112.6	105.7	106.9
Dairy/eggs	119.4	111.8	123.2	128.4	114.7	116.2	144.7	125.3	127.9	121.7			117.7	117.2	114.3	118.3	115.4	117.9
Fruit/vegetables	136.7	126.6	117.7	113.2	112.2	116.2	101.0	104.1	142.3	138.7			138.7	122.4	125.3	127.5	113.0	121.6
Bread/cereal	124.5	123.5	137.2	131.2	117.5	113.9	123.8	126.4	121.3	116.6			118.4	113.1	129.5	115.3	119.9	128.0
Other foods	116.8	120.3	128.6	125.4	132.1	130.3	112.6	112.4	129.2	128.4			121.6	123.0	124.3	130.1	129.3	128.4
Household operations	125.3	121.9	129.6	123.4	140.0	119.7	128.0	112.6	132.0	125.6			125.0	122.4	135.7	116.1	124.5	129.0
Health & personal care	120.2	125.3	151.4	142.6	123.7	118.4	137.8	151.7	125.9	122.4			115.7	116.5	117.0	126.4	135.6	124.9
Gasoline/Diesel	107.0	107.2	105.2	109.6	107.2	104.9	103.2	104.6	100.6	102.9			107.2	102.6	103.2	104.0	95.9	101.6
Cigarettes	99.5	103.0	98.2	99.4	100.9	100.5			113.1	107.3			106.9	111.4	98.7	100.0	101.8	110.2
Home Heating Fuel	105.7	103.0	106.9	105.8	106.7	104.5	105.7	103.0	103.9	103.4			110.3	106.0	105.8	103.0	109.1	105.4

^{.. =} data not available

Source: Yukon Bureau of Statistics

March 2023



YUKON

Village of Carmacks

By-law 291-23

A BY-LAW OF THE VILLAGE OF CARMACKS IN THE YUKON TERRITORY TO AUTHORIZE THE RATES OF WASTE MANAGEMENT SERVICES FOR THE YEAR 2023.

WHEREAS Section 265 of the Municipal Act, being Chapter 19, Statutes of the Yukon Territory and amendments, authorizes the Council of the Village of Carmacks to regulate the collection, removal and disposal of garbage, refuse and ashes,

WHEREAS section 222(a) of the Municipal Act, (RSY 2002), c. 154, provides that Council may by bylaw impose and collect fees and charges; and

WHEREAS section 222(b) of the Municipal Act, (RSY 2002), c. 154, provides that Council may by bylaw take in revenue fines and charges of the operation of any services or utilities; and

WHEREAS it is deemed appropriate to consolidate all fees and charges into one fees and charges bylaw;

NOW THEREFORE the Council for the Village of Carmacks duly assembled in a public meeting, does hereby enact as follows:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "Landfill Service Fee Bylaw".

2. Consolidation of Fees and Charges

2. All fee schedules attached to and forming part of the following bylaws are hereby repealed, and all references to fees and charges in the following bylaws are replaced by references to the Fees and Charges Bylaw":

290-23 Waste Management Bylaw

291-23 Landfill and Collection Service Rates Bylaw

3. Fee Schedule

The schedule of fees to be charged with respect to goods and/or services supplied by the Village of Carmacks, set out in Appendix A (Schedule A) attached hereto and forming part of this bylaw, is hereby established. **Effective November 15, 2023.**

Recovery of unpaid charges

4. Recovery of unpaid charges through the property tax account is hereby authorized for all charges that can be specifically attached to the owner or occupant of a particular property.

Coming into Force

5. This bylaw shall come into full force and effect upon receiving final reading at a duly assembled public meeting of Council.

ee Bodie, Mayor	Matthew Cybulski, CAO
Amendment Reading for a second time th	is day 3rd Day of October 2023
Amendment Reading for a first time this o	day 3rd Day of October 2023
Read a third time and finally passed this 4	4 th day of July 2023
Read a second time this 20 th day of June 2	2023
Read a first time this 20 th day of June 202	23
This by-law shall come into force and effe	ct upon the final passing thereof.

Schedule A: Definitions & Fees

DEFINITIONS

2. In this bylaw and the schedule attached hereto, unless context otherwise requires:

"Backyard Composting" means the composting at a residential dwelling of approved food waste and leaf and yard waste where such waste is generated by the residents of the dwelling unit or neighboring dwelling units or both and is contained in a homemade or commercial bin.

"Brush" means garden refuse, grass cuttings, weeds, timber, stumps, and wood materials that can be burned.

"Bulky Items" mean large items including, but not limited to, barrels, bed springs, furniture, mattresses, oil tanks, water tanks, and pieces of fencing. Large appliances are regulated separately as "white goods".

"Commercial Container" means any container for the purpose of storing institutional commercial or

"Commercial Container" means any container for the purpose of storing institutional, commercial, or industrial waste to be collected by a hauler. A commercial container may or may not require mechanized collection.

"Composting" means the natural biological process carried out under controlled conditions which converts compostable material (e.g. organic material of plant or animal origin including food waste, leaf and yard waste, boxboard, soiled and non-recyclable paper, branches and bushes) into a stable humus like product.

"Construction and Demolition Waste" means material generated because of construction, renovation, repair, wiring, plumbing or demolition activities, including but not limited to polystyrene or fiberglass insulation, gyproc, scrap wood, planking, siding, bricks, masonry, concrete and metal.

"Container" means any container other than a garbage can, approved in writing by the Village of Carmacks for the storage of garbage.

"Controlled Waste" means material that must be disposed of according to specific procedures as specified by the Village of Carmacks, including but not limited to bulky items; carcasses or parts of any animal except food waste; construction and demolition waste; grubbing material; scrap metal; special waste; tires; and white goods.

"Contaminated Soil" means any soil that contains a contaminant which is in an amount, concentration, or level in excess of that prescribed by regulation or allowed under a permit.

"Council" means the elected Council of the Village of Carmacks Council.

"Dwelling" means one or more rooms intended to be used as a residence by one household, each dwelling having independent living, sleeping, and toilet facilities and not more than one kitchen.

"Dump Area" means an area designated and established for the disposal of garbage, refuse, brush, and

[&]quot;Approved" means approved by the Village of Carmacks.

scrap metal.

"Eligible Premises" means dwellings whose owners or occupiers pay for curbside residential waste collection, as approved by the Village. Eligible premises may include single detached, semi-detached, modular homes, living suites, duplexes, triplexes, fourplexes or mobile homes. Eligible premises may also include dwellings in Commercial, Industrial, or non-residential zoning designations where the primary use of the property is residential.

"Environment Act" means the Yukon Environment Act as amended from time to time.

"Food Waste" means fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, eggshells, coffee grounds and filters, tea leaves and bags or other similar items.

"General Manager" means the PW GM for the Village of Carmacks or his/her representative.

"Garbage" means all kitchen and table refuse, condemned meats, fish, fruits, vegetables and other like waste or decomposing matter.

"Garbage Bag" means a water-resistant plastic bag that is strong enough to handle the weight of the garbage placed in it and is securely tied or sealed at the top. Bags put out for municipal collection may be between 32 inches and 48 inches in length when empty.

"Garbage Container" means a receptacle for the purpose of disposing of residential solid waste and constructed of non-corrosive durable metal or plastic, equipped with a tight-fitting cover constructed of the same material and handle for lifting.

"Grubbing Material" means material removed during excavation including, but not limited to, roots, stumps, embedded logs, broken branches, and debris.

"Hauler" means any company, person or persons who transport solid waste.

"Highly Combustible and Explosive Material" means materials that are banned from the landfill cells as fire or explosive hazards, including but not limited to gas containers, chemicals, acids or other combustible residues, fine dry sawdust, ammunition, dynamite, or other similar material.

"Household Hazardous Waste" means any waste produced in the home which contains hazardous substances as defined by the Environment Act.

"Industrial Waste" means material from manufacturing processes, warehouses or market gardens, ashes from industrial plants, condemned matter or waste from factories, any other material or waste or byproduct of an industrial or related activity.

"Leaf and Yard Waste" means grass clippings, leaves, coniferous needles, brush, twigs, house and garden plants, sawdust and wood shavings and other similar items.

"Liquid Waste" means waste or material that has attained a fluid consistency including septic tank pumping's and wash water, raw sewage, or industrial sludge.

"Owner" means an owner of real property and includes a person having any right, title, estate, or interest in a real property other than that of occupant or mortgagee.

"Occupant" means any person who resided in and on the premises that receive the benefit of garbage collection.

"Ozone Depleting Substance" means any substance as defined under the Ozone Depleting Substances Regulations of the Environment Act.

"Person" means an individual, individuals, a business corporation, non-profit organization, or society, or similar entitiy.

"Premises" means any dwelling unit or commercial enterprise that receives the benefit of garbage collection.

"Property" means a piece of real estate; a lot defined by property lines.

"Recycling Container" means a weather-proof bag, box, or container designed to hold recyclable material.

"Recycling Depot" means an area recognized by the Village of Carmacks for the organized collection of recyclable material, reusable items, household hazardous waste and electronic waste.

"Refuse" means broken dishes, tins, glass, rags, containers, wastepaper, cast-off clothing and all similar substances that accumulate in premises.

"Residential Waste" means all household residential waste other than that which can be segregated as controlled waste or reusable materials, compostable material and recyclable materials if not segregated.

- "Clean Scrap metal" means, but is not limited to barrels, tire rims, stoves, refrigerators, and any metal objects that cannot be burned effectively to cut down their size.
- "Solid Waste" means all waste including controlled waste; residential waste; institutional, commercial, or industrial waste; compostable material; recyclable material and reusable material.
- "Solid Waste Facility" means a site used by the public for the handling and disposal of waste and includes any land, transfer stations or buildings associated with the facility and any machinery, equipment, devices, tanks or other works used on the site to handle or dispose of the solid waste.
- "Special Waste" means special waste as defined by the Special Waste Regulations of the Environment Act, including but not limited to asbestos, biomedical waste, and household hazardous waste.
- "Sump Waste" means the liquid waste and solid waste removed from a sump.
- "White Goods" means any large appliance including but not limited to refrigerators, freezers, dishwashers, air conditioners, stoves, washing machines and clothes dryers.

ADMINISTRATION

- 1. The collection, removal, and disposal of garbage, refuse, brush, and scrap metal shall be under the supervision of the Village.
- 2. The Village of Carmacks shall administer and enforce the provisions of this bylaw. For this purpose, the Village of Carmacks is authorized to:
- (1) prohibit any person from collecting, or disposing of solid waste in accordance with any relevant section of this bylaw,
- (2) levy fees and charges based on solid waste type and origin on a volume for all material entering the solid waste facility,
- (3) prohibit any type of solid waste from being disposed of in the solid waste facility,
- (4) limit or restrict backyard composting when health or wildlife concerns arise; and
- (5) levy fines with respect to offences as set out in Schedule C attached hereto and forming part of this bylaw.
- (6) The Village of Carmacks is not liable for costs, damages, losses, or injuries arising from the contravention of any provision of this bylaw.

GENERAL RULES AND REGULATIONS

- 3. No person shall set out waste in any manner or condition that:
 - (1) is unsightly to the neighbouring environment:
 - (2) harbours or attracts wildlife; or
 - (3) is a hazard or threat to public health and safety.
- 4. No person shall dispose of solid waste in any manner other than:
 - (1) residential waste into approved garbage containers; or
 - (2) compostable materials into approved composting containers; or
 - (3) by transporting solid waste to a solid waste facility.
- 5. If in the opinion of the Village of Carmacks certain waste practices threaten public health or safety, the Village may decide, which shall not be subject to appeal, to limit, restrict, or prohibit the continuation of such waste practices.
- 6. No person shall allow waste to spill over or accumulate on any street or adjoining public or private property and shall ensure, at all such times, that all waste is kept within a container with the lid fully closed. The owner or occupier shall be responsible for all the costs associated with removal and disposal of such spilled solid waste. (Not applicable until Waste Collection Service 2025)
- 7. No person shall dispose of solid waste in any other person's garbage container or commercial container without prior approval from the owner or their authorized agent. (Not applicable until Waste Collection Service 2025)
- 8. Every owner or occupant shall provide and maintain at all times and in good repair, such watertight receptacles as is necessary for the storage of garbage and refuse in a sanitary condition. Owners/Occupants not maintaining their refuse in a safe/sanitary manner are subject to fines as listed in section 46. Owners/Occupants that are on garbage collection service need to ensure that receptacles are accessible (e.g.: snow removal during winter). (Not applicable until Waste Collection Service 2025)

- 9. All receptacles shall be so secured that they cannot be overturned, but such securing must not impede the handling of the receptacles when they are being emptied. (Not applicable until Waste Collection Service 2025)
- 10. Wet garbage shall be thoroughly drained of all liquids and be closed in a plastic bag before it is placed in a receptacle. (Not applicable until Waste Collection Service 2025)
- 11. All garbage cans in use must be in good condition and repair and have a tight-fitting lid and have a capacity of not over 24 gallons and not weigh over 50 pounds when filled. All garbage cans must contain a plastic garbage bag. Loose garbage and refuse will not be collected until it is in a plastic bag. (Not applicable until Waste Collection Service 2025)
- 12. Plastic garbage bags must place in garbage cans and must be securely closed and not weigh more than 20 pounds when filled and be placed within a dog and animal proof receptacle. Garbage bags shall be water resistant, in good repair, and securely closed. (Not applicable until Waste Collection Service 2025)
- 13. Every person requesting removal of garbage and refuse shall allow the Village the right to enter the premise's yard at all convenient times in the performance of their duties. (Not applicable until Waste Collection Service 2025)
- 14. Other arrangements may be made between the Village and the occupant or owner when the garbage cans or enclosures are contrary to this bylaw.
 - a) The Council reserves the right to control the type and nature of garbage, refuse, brush, and scrap metal, which is deposited in the designated dump area, within the limitations of the solid waste permit.
 - b) The PW GM is authorized to regulate the operation of the dump area and the dumping of garbage, refuse, brush, and scrap metal.
- 15. No person shall dispose of waste at or near a waste facility when the facility is closed or when the owner or operator refuses to accept waste at that time or from that person.
- 16. Any waste placed for collection that does not meet the specifications of this bylaw shall not be collected by the Village and shall remain the responsibility of the owner.

SOLID WASTE PREPARATION AND RESTRICTIONS

23. No person shall dispose of or permit any person to dispose of any controlled waste in any garbage container. The owner or their authorized agent of the garbage container shall be responsible for the removal and disposal of all special/hazardous waste in accordance with this bylaw.

23(A). No forms of liquid waste allowed.

BACK-YARD COMPOSTING

24. No person shall back-yard compost except on their own property.

DISPOSAL OF RECYCLABLE MATERIAL

- 25. All residents will be encouraged to recycle as much as possible. Refundable and nonrefundable recycling services will be provided on a weekly basis; there will be no cost for this service. The service provided will be dependent upon the resources available. All recyclables collected are the property of the Village of Carmacks for disposal at their cost and profit.
- 26. No person shall deposit any material other than the indicated recyclable material into a recycling container.
- 27. No person, other than the owner or operator of the recycling depot, shall remove or otherwise tamper with recyclable material stored in or around recycling containers or facilities.

SOLID WASTE DISPOSAL

- 28. Any person disposing of solid waste in the solid waste facility shall pay all applicable fees and charges.
- 29. Any person entering the solid waste facility shall:
 - (1) Have all solid waste and controlled waste easily identifiable and properly segregated.
 - (2) Declare any and all solid waste by type;
 - (3) Stop at the gatehouse.
 - (4) Pay the appropriate fees and charges to the Village of Carmacks in the manner directed by procedures developed by the Village of Carmacks.
 - (5) Follow all directions of the Village of Carmacks and posted signs;

- (6) Deposit the solid waste in the appropriate designated areas;
- (7) Stay with the vehicle at all times.
- 30. The Village of Carmacks may inspect and prohibit disposal of solid waste at the solid waste facility that is not properly segregated, or charge accordingly.
- 31. The Village of Carmacks has the authority to waive the solid waste facility fees and charges for special solid waste programs limited to community litter programs and household hazardous waste collection days. A resolution of the Council is required prior to authorizing the waiving of fees and charges for all other events or programs.
- 31(A). No forms of liquid waste allowed.

PAYMENT

- 41. The rates for garbage and recycling collection
 - (1) will be charged and paid by all occupants or owners under the provisions of this Bylaw shall be set forth in "Schedule A" attached hereto
 - (2) the owner of real property shall be liable for all rates and charges payable under this bylaw.
 - (3) all rates and charges for garbage collection shall be due and payable within 30 days of the date of the statement
- 43. In the event of default of payment of garbage rates and charges in excess of 60 days, the Village may discontinue service to the premises in respect of which rates and charges and may determine not to recommence the service to such premises until such time as all arrears are paid in full.
- 44. In the event of default of payment of garbage rates and charges in excess of 60 days, the Village may discontinue service to the premises in respect of which rates and charges are overdue and shall charge a penalty of 10% in addition to the rates and charges and may determine not to recommence the service to such premises until such time as all arrears are paid in full.
- 45. The owner or occupant of any premises that applies for garbage service shall pay to the Village a Security Deposit as provided in Schedule "A" attached hereto.

PENALTIES

- 46. Any person who commits an offence subsequent to any provisions of this bylaw is liable, upon summary conviction to:
 - 1) a voluntary fine under section 20 of the Summary Convictions Act, issued in respect of an offence specified in Schedule "C" attached hereto and forming part of this bylaw; or
 - 2) a fine not exceeding ten thousand dollars (\$10,000.00) where proceedings are commenced pursuant to the summary conviction provisions of the Criminal Code of Canada; or
 - 3) a fine not exceeding five hundred dollars (\$500.00) where proceedings are commenced pursuant to the Summary Convictions Act of Yukon.
- 47. Where an offence is committed or continued for more than one day, it shall be deemed to be a separate offence for each day on which the offence is committed or continued.
- 48. The Village of Carmacks shall immediately terminate or suspend the collection of solid waste or the use of the solid waste facility for solid waste disposal to any person who contravenes any provision of this bylaw. The suspension will remain in effect until such a time that the contravention has been corrected and all outstanding fees paid.
- 49. Should any person owning or occupying real property within the Village refuse or neglect to pay any penalties that have been levied pursuant to this bylaw, the Village of Carmacks may inform such person in default that if these charges are unpaid on the thirty-first day of December on the same year, these shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.

1. Fine Schedule

Grace period for fines associated with Landfill Offences will be until February 15, 2024 (Discretionary interpreted upon violation & context)

Offence	Example	Fine
Store, collect, transport solid waste contrary to bylaw	Failure to sort restricted waste properly, Dropping waste off	\$200
contrary to bylaw	without a proper bag or container	
Fail to transport solid waste to a	Solid waste disposed of at	\$200
solid waste disposal facility	Recycling Facility	
Mix controlled waste with other	Batteries or electronics mixed	\$200
waste	with solid waste	
Remove/tamper with material in	Stealing or obtaining recycling	\$100
recycling containers	material without VoC	
	permission	
Fail to stop at landfill gatehouse	Afterhours access or failure to	\$50
	wait for staff attendant for	
	check-in/processing	
Fail to follow directions of gate	Traffic violations contravening	\$50
attendant and posted signs	the direction of staff &	
	signage	
Improper disposal of waste at landfill	Illegal dumping at landfill	\$50
Deposit solid waste at/near landfill	Illegal dumping afterhours	\$200
when site is closed		
Deposit uncontrolled waste at	Dumping of chemical or	\$200
landfill	biological waste at the landfill	

2. Fee Schedule

Solid Waste Collection Fees:

Category	Examples	Fee
Animal Carcasses	Cows, Pigs, Moose, Horses, Bears, Deer	\$15 Each
Clean Burnables	Brush, scrap lumber, yard trimmings	Free
Sorted Waste, Construction and Demolition	Truck load = up to 3.4/m3	\$15/Truck Load
	Trailer = up to 9/m3	\$60/Trailer Load
	Larger = Less than 25/m3	\$150 Anything Larger
Electronics	Computers, radios, TV's, electronic devices	No Fee Associated
Clean Scrap Metal		\$80/Half Pick-up Load
	1/2 Truck load = up to 1.7/m3	
	Full Truck Load = up to 3.4/m3 Dump Truck = Less than 16/m3	\$150/Full Pick-up Load
		\$600/Dump Truck Load
Residential	Solid Controlled Wastes	\$2 per Bag Tag (within limit*)
		\$4 per Contractor Bag Tag
Desidential Bullet Home	Furniture mattresses	\$40/Truck Load
Residential Bulky Items	Furniture, mattresses (excludes appliances)	\$10/per Small Item (recliners, Beds – Double or smaller)
	(excludes appliances)	Beds – Double of smaller)
		\$25/ per Large item (Couch,
		Beds – Queen or larger)
Residential White Metals	Appliances	\$50/Each w/ Refrigerant
		\$25/Each w/o Refrigerant
Tires with an Inner diameter	Tires on rims will be charged	\$25/Each attached to rims (+fee)
less than 24", otherwise not	an administration handling	No fee for Tires w/ rims
accepted	fee of \$15 (per 1 to 4 rims)	removed
Any Mixed Unsorted Waste	Must be controlled waste Truck load = up to 3.4/m3	\$100/pick-up load or smaller
\$5 per Unsorted Bag	Trailer = up to 9/m3	\$200/trailer load
	Larger = Less than 25/m3	\$500/anything larger

3. Garbage Bag Tags

Bag Tag Fees:

- Village of Carmacks Garbage Bag Tags are sold for \$2/Bag within restrictions (see below)
- 1 Bag Tag = 1 Bag of Garbage paid for disposal within the Village of Carmacks Regional Landfill
- Bag Tags can be purchased at the following:
 - 1. Village of Carmacks Municipal Office 143 River Drive
 - 2. Village of Carmacks Regional Landfill Attendant Station 35450 North Klondike Highway
- Garbage Bag Tags can be purchased via:
 - 1. Cash
 - 2. Credit
 - 3. Debit

Bag Tag's	Price	Savings
1	\$2	0%
5	\$8	20%
10	\$14	40%

Bag Tag Restrictions:

Using Garbage Bags

The size of garbage bags you use, will determine how many bag tags are required. Scrolls down to determine how many bag tags you need for the size of bags you use.

During processing in at the Landfill Attendant Station, you must place a bag tag on the top half of
each garbage bag and the tag must be visible. Each garbage bag, whether it is a full or half full bag,
must have a bag tag!

Using Garbage Containers

The size of your garbage container will determine how many bag tags are required. Scroll down to determine how many bag tags you need for the size of containers you use.

- If you are using a container to hold your black or green garbage bags, and arrive at the landfill for
 processing, each bag inside that container must have a bag tag with the tag visible. Even if you
 have a full bag and another bag on top that is half full or a white kitchen catcher, each of those
 bags must contain a bag tag sticker.
- If you are setting out only white kitchen catcher bags or small plastic grocery bags in your container, place the bag tag on top of the last bag.

1 bag tag is needed for:

- Each bag, maximum size of 76 x 96 centimeters (30 x 38 inches) and maximum weight of 20 kilograms (44lbs)
- Each container less than 128 liters in size and the container must be in good repair.

2 bag tags are needed for:

- Bags that are larger than 76 x 96 cm (30 x 38 inches) and maximum weight of 20 kilograms (44 lbs.)
- Each rigid container between 129 to 240 liters in size and the container must be in good repair.



REQUEST FOR PROPOSAL Propane Services – Municipal Facility Contract

Issued: November 27, 2023

Closing: December 20, 2023 4:00:00PM

RFP Contact: Matthew Cybulski Telephone: 867 863 6271 Email: CAO@Carmacks.ca

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1.0 General

1.1 Invitation to Submit a Proposal

The Village of Carmacks invites interested companies to provide proposals for the provision of Propane Services to the buildings listed below.

Propane Services – Municipal Facility Contract

Details are generally described in Schedule 'A' Specifications and elsewhere in this RFP document.

RFP Title: Propane Services – Municipal Facility Contract

RFP Issued: November 27, 2023

RFP Inquiries received up to: December 18, 2023

RFP Closing Date and Time: December 20, 2023 4:00:00 PM Local Time

Proposal Selection and Award: December 27, 2023

Contract Start Date: January 1, 2024

This RFP will be conducted with the objective of maximizing benefits for the Village of Carmacks while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the specifications laid out in this RFP. Failure to satisfy any term or condition in this RFP may result in the Proposal being deemed unacceptable. The Village of Carmacks reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The Village of Carmacks reserves the right to accept a Proposal other than the lowest price Proposal without stating reasons.

This RFP does not commit the Village of Carmacks to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at meetings with Village staff.

1.2 Inquiries. Errors or Omissions

All inquiries must be directed to the RFP Contact in writing by December 20, 2023. Inquiries and responses will be recorded and may, in the municipality's discretion, be distributed to all Vendors.

Vendors should notify the RFP Contact in writing of any ambiguity, divergence, error, omission, oversight or contradiction in this RFP.

Verbal responses to inquires are not binding on any party.

1.3 RFP Amendments

The Village of Carmacks reserves the right to amend the RFP documents and addendum up to 48 hours prior to the RFP Closing Date and Time. Any changes to this document will be communicated to all involved vendors, in writing, as an addendum.

1.4 Submissions

Proposals shall be received at the VOC office no later than **4:00:00 p.m., Yukon Standard Time on December 20, 2023** by one (1) of the following two (2) methods:

1) By hand/courier delivery to the only acceptable address and department: CAO Office, Village of Carmacks, 143 River Drive, PO Box 113, Carmacks YT, YOB1C0, clearly marked "Propane Services – Municipal Facility Contract; OR

2) Electronically submitted at the only acceptable email address:

CAO@Carmacks.ca

cc Finance@Carmacks.ca

Please note: Maximum email file size limit is 15MB, or less.

Any proposals received after the closing date and time will be considered disqualified.

Vendors are responsible for verifying that their submissions have been received at the correct location.

1.5 Access to Information and Protection of Privacy Act (ATIPP)

All proposals submitted become the property of the Village, and as such are subject to the provisions of Yukon's Access to Information and Protection of Privacy Act. Respondents who wish to ensure particular parts of their proposal are protected from disclosure under the Act should specifically identify any information or records provided with their proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclose to third parties. Please refer to the Access to Information and Protection of Privacy Act for further information.

1.6 Cost to Submit

The Village of Carmacks will not be liable for any costs incurred by any vendor in the preparation and submission of a proposal, in the facilitation of a presentation to support the proposal, or any other activities related to the creation of their proposal.

1.7 Termination of Negotiations and/or RFP Process

The Village of Carmacks reserves the right to terminate contract negotiations with any vendor and to enter into contract negotiations with any other vendor if, in the opinion of the VOC, at any time, the contract negotiations with the initially selected vendor will not be satisfactorily concluded in the best interests of the Village of Carmacks.

1.8 Period of Commitment

Proposals shall be final and binding for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Vendor is requested to do so by the Evaluation Team.

1.9 Cost

All costs must be quoted in Canadian dollars and exclusive of GST.

1.10 Irrevocability of Proposals

Vendors may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable after this RFP's closing date and time.

1.11 Proposal Rejection

The evaluation team may reject any or all Proposals.

2.0 INFORMATION

2.1 Background

The Village of Carmacks has a population of 600+ and provides municipal services including administration, finance, public works, recreation, water, wastewater, and waste management services. Centrally located in the Yukon Territory, Carmacks is a major service centre and regional market for over 1,000 people in the Mayo/Tatchun region and surrounding area. The proximity to Whitehorse and Dawson City contribute to our continued growth and economic stability. The quality lifestyle in Carmacks reflects the values and interests of our residents, which translates into a strong sense of community pride. Carmacks has safe and friendly neighborhoods, beautiful parks, a fabulous path and trail system, and many of the amenities associated with a big city.

2.2 Scope of Work

Please see Schedule A for details regarding each of the municipal building(s) to be serviced.

2.3 Security Requirements

Before award of a contract, the following conditions must be met:

- (a) The Vendor's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Schedule B;
- (b) The Vendor must provide the name of all individuals who require access to classified or protected information, assets or sensitive work sites;

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Village.

3 EVALUATION CRITERIA

The Village of Carmacks reserves the right to accept or reject any and all proposals. The Town reserves the right to accept a submission other than the lowest price submission without stating reasons. By the act of submitting a response to this RFP, the vendor waives any rights to contest in any legal proceeding or against the right of the Village of Carmacks to award the work to any vendor in its sole discretion.

The first stage will consist of a review of all submissions to ensure that each submission was received on time, that the certification is properly completed and signed, and the submission is sufficiently responsive to the RFP.

Following the initial evaluation of the proposals, the second stage will consist of a comprehensive evaluation of the RFP based on the criteria listed below. The vendor may be contacted at that time to provide further information or address any questions or issues that may have arisen while evaluating the vendor's proposal.

Evaluation Category	Weighting	Rating	Score
Company Profile, Community Investment and Experience	25		
Experience and Qualifications of Personnel	20		
Equipment, Propane Supplies and Propane Products	20		
Financial – Lump Sum Contract Price	25		
Optional Interview	10		
TOTAL	100		/1000

Proposals will be evaluated and ranked according to the outline below. Evaluations will be based on a scale of 0 to 10. The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score. The Village reserves the right to reject any proposal that receives a rating of four (4) or less on any criterion.

Rating	Description
10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
8	Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.
6	Meets expectations; Proponent has a good understanding of the requirements, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

4 PROPOSAL CONTENT

Proposals should be organized in the following format using the section titles and sequence listed below:

- 1. Proposal Submission Letter
- 2. Vendor Profile
- 3. Project Understanding, Concept and Proposed Methodology
- 4. Project Work Plan
- 5. Proponent Experience and References
- 6. Costs

4.1 Proposal Submission Letter

Must be signed by an authorized representative of the Vendor and included in the Proposal.

4.2 Vendor Profile

The Proposal must include:

• Details of Vendor's experience that is relevant to the Villages' needs and objectives.

- Examples of successful project delivery by key staff members.
- Indicate local knowledge and experience.
- Identify number of years Vendor has been in business.
- Vendor Team:
 - Resumes of key personnel should demonstrate experience and expertise and be provided in an Appendix.
 - Identify proposed sub vendors.
 - Demonstrate experience and expertise of the proposed team members.
 - Specify each team member's role and responsibility on previous projects.
 - Identify capacity of team to commit to Villages's objectives and priorities.

4.3 Project Understanding, Concept and Proposed Methodology

- 1. Understanding of the objectives and Vendor's approach to meeting those objectives (1 paragraph to a maximum of 1 page):
- The Proposal should demonstrate a clear and coherent understanding of the Villages's requirements and needs and the opportunities and challenges that may surface during the period of the Contract.
- Indicate why you are interested in the Village as a client.

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7	An	pend	ices
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□ Proof of Insurance (minimum \$2,000,000 and the Village of Carmacks needs to be
listed as additional insured at time of contract signing), WCB Clearance letter and a
Village of Carmacks Business License (if already obtained).
□ Security Requirements as listed in SCHEDULE B.
□ Other

4.4 Project Work Plan

- Approach to Project Management
 - Describe systems used for planning, scheduling, and managing implementation services.
 - Describe the vendor's experience with dispute resolution.

4.5 Vendor Experience and References

The vendor shall include a list of three (3) recent and relevant projects (within the last three years) with their RFP package. Each of the references shall include a contact person complete with title, and phone number. The references will reflect similar work that has been provided. Preference will be given to companies with experience working with municipalities with similar demographics and requirements to the Village of Carmacks.

4.6 Costs

Provide a schedule of total fees proposed per the work plan key tasks. The total should include all fees, costs and disbursements (including travel costs), sub-consultant fees, and any other expenses as required under the Scope of Work.

Itemize separately any additional services being recommended to the Village of Carmacks in addition to the project scope.

5 Awarding of Contract

This RFP should not be construed as a contract to purchase goods and services. Only written notice, to the vendor of acceptance of the proposal by the Village of Carmacks, and the subsequent full execution of a written agreement, shall constitute a contract for the provision of **Propane Services – Municipal Facility Contract**

The Village of Carmacks reserves the right to accept or reject, in whole or in part, all proposals received. The lowest or any proposal will not necessarily be accepted, as various criteria are used in the evaluation process.

No act of the Village of Carmacks, other than a notice in writing signed by the Chief Administrative Officer, or his/her designate, shall constitute an acceptance of a proposal.

The Village of Carmacks reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, The Village of Carmacks may reject any proposal which:

- Is incomplete, obscure, irregular, or unrealistic;
- Has non-authorized (not initialed) erasures or corrections in their proposal offer or any schedule thereto;
- Omits or fails to include any or more items in the proposal offer for which a price is required by the RFP;
- Fails to complete the information required by the RFP to be furnished with the proposal or fails to complete the information required whether the same purports to be completed or not;
- Fails to be submitted before the deadline.

Further, a proposal may be rejected on the basis of:

- The vendor's past performance, if applicable, with the Village of Carmacks:
- Financial constraints:
- Unreasonable or unacceptable completion schedules; and
- Failure to comply with federal, territorial and municipal legislation.

The Village of Carmacks has the right, in the interest of the Village, to waive any informality, insufficiency or irregularity in any proposal responses received, and to accept the proposal that is deemed most favourable to the interests of the Village of Carmacks.

PART III - SCOPE AND SUPPLY REQUIREMENTS

The vendor must have the experience and capability to inspect, deliver and install liquid propane fuel. Vendors must also be able to provide any services necessary to maintain and renovate propane delivery systems. The quantities of propane supplied to the individual facilities will be based on actual supply volumes provided. Actual usage will vary with weather conditions and facility usage. The vendor will need to coordinate with VoC staff to ensure adequate supplies are on hand to meet their needs. All products and services proposed in response to this category must comply and conform to all federal, territorial, local and industry standards, codes, regulations and best practices.

1. CONTRACT PERIOD

The contract will be for a five (5) year term commencing in January 2024.

2. RATE

Vendors are requested to provide the following alternative prices for the supply of propane for term of the contract:

- 2.1 A locked in or fixed price per litre, which will remain in place for the term of the contract. This quoted price must include all costs related to the supply and delivery of propane fuel; and
- 2.2 A floating price per litre, together with a ceiling price per litre, which will not be exceeded during the term of the contract.
- a) Proposed prices for propane fuel shall be based on the refinery cost, plus transportation, handling and service cost, vendor's overhead and profit. In the response the vendor must clearly identify a per litre cost for each of these items.
- b) The vendor must describe within its response how the transportation and delivery charges are determined and calculated.
- c) Escalation and de-escalation of fuel prices The VoC understands that propane fuel prices will fluctuate during the term of this contract due to supply, demand and market pressures. For this reason, it is understood that the propane supplier shall upon request of the VoC or prior to making a delivery, provide the current price of the propane fuel to be ordered and delivered. This process will allow the vendor to raise and lower its price of fuel if its price of fuel purchased from its supplier increases or decreases. The documentation noted in section 12.2 below must be made available in order to justify any and all price adjustments. Specifics of the pricing proposal must be clear. All delivery and freight charges must be included in the quoted price, including any applicable fuel surcharges.

3. PERMITS AND LICENSES

The vendor shall comply with and maintain valid permits and licenses as required by law for the execution of services pursuant to the contract to be entered into between the Board and the Vendor.

4. CONTRACT

The successful vendor will be required to enter into a propane fuel supply and equipment contract based upon the terms and conditions attached hereto. The VoC reserves the right to negotiate the contract terms and conditions with the successful vendor. Provisions of this RFP and representations made by the vendor in its response are deemed to be incorporated into the contract.

SCHEDULE A:

This contract will be written for a five (5) year term, with the option to renew once (1) for a three (3) year extensions. This option is deemed to be a mutual option between both parties; The Vendor and the Village of Caramcks.

Required Services:

This procurement is for the supply and delivery of propane fuel to Municipal Facilities and Properties listed as follows:

Facility:	Address:	# of Tanks (Size in Ltrs)	Average Annual Consumption
Carmacks	121 River Drive		
Recreation Complex			
Village Office	143 River Drive		
Public Works			
Compound			
Wastewater Plant			
Landfill & Recycling			
Center			
VoC Aquatic Center			
Old Firehall			

The vendor must provide propane storage tanks for the duration of the contract in the following facilities/properties with no rental charge:

- Carmacks Recreation Complex
- Village Office
- Public Works Compound
- Wastewater Plant
- Landfill & Recycling Center
- VoC Aquatic Center
- Old Firehall
- When the vendor provides propane storage tanks as part of this contract, the tanks provided must be in new or like new condition, must meet or exceed all federal, provincial and local industry standards, and must have the appropriate inspections and certifications required prior to use.
- > The Vendor must provide a list of propane tanks by location noting the tank serial number and capacity.
- ➤ With the exception of the winter months, the vendor, on a monthly basis, will be responsible to cut the grass around the propane tanks and the area surrounding the tanks for at least twenty (20) feet.
- ➤ If, during the period of the contract, any modifications or installation of equipment, including propane tanks, are required due to a change in law or applicable rules and regulations, such modifications or installation shall be made by the vendor as required. Costs of such modifications or installation shall be borne by the vendor.

- The vendor must provide a labour rate for maintenance and repair services for all work necessary to ensure the VoC owned propane tanks maintain certification during the term of the contract. Labour costs must be listed per man-hour. Travel time, mileage and per diem policies and costs must also be provided.
- > The vendor will be responsible to ensure that all necessary inspections, maintenance and repair services are performed on all VoC-owned propane tanks in order to ensure that the propane tanks meet all legislated certification requirements.
- ➤ In the event that any of the Board-owned 18,000- or 30,000-gallon tanks are due for a certification inspection during the term of the Agreement, the vendor will be required to supply a written report on its findings and recommendations and will be required to set out a recommended schedule of maintenance and/or repair services that are necessary to meet all industry standards or any other applicable legislative requirements. In the event that any third-party assistance is required in this regard, the vendor will be required to receive the prior written approval of the CAO before proceeding with the proposed maintenance and repairs for such tanks and shall submit to the VoC copies of the third-party invoices related to this certification.
- The vendor will provide a written report respecting the completion of bi-annual servicing on all vendor-provided storage tanks, together with all related documentation, supporting completion of the servicing and evidencing compliance with the certification regulations and Territory standards.
- The vendor agrees to provide all documentation regarding the completion of the maintenance, repair and/or certification services performed for VoC owned propane tanks immediately upon completion of the same and in compliance with regulatory standards.
- ➤ The vendor must describe within its response how material and components provided for maintenance and repair services will be charged out.

The following additional requirements must also be met by the vendor:

- > The vendor must provide a schedule indicating how they plan to service the tanks.
- Each propane storage tank serviced (vendor provided and VoC owned), along with its related hardware, will be inspected prior to filling. All concerns or problems will be reported to the CAO & PW GM immediately. Vendor will follow up with a written notice of the findings, along with recommended solutions to resolve the issue.
- The vendor agrees to provide all documentation regarding the completion of maintenance, repair and/or certification services performed for VoC-owned propane tanks immediately upon completion of the same and in compliance with regulatory standards.
- > The vendor must provide an outline as to how it proposes to supply each school and/or location with an ongoing supply of propane during the term of this contract.
- The vendor must provide a resume respecting the operations of the company that includes its philosophy of doing business and a brief description of the vendor's safety program.
- The vendor must provide a schedule for vaporization shutdown and start-up, in consultation with the VoC CAO to minimize the disruption of services to the schools and teacher housing.
- > The vendor must describe the required process, should the VoC need to secure propane fuel in emergency circumstances.

Tank Installation/Removal

- ➤ If the vendor does not currently have the equipment located on VoC property, the vendor must specify any charges for tank installation or removal that would be incurred by the VoC during the term of this contract.
- > Storage tanks and related equipment must be installed by certified/licensed tradesman with the knowledge, experience and equipment to install liquid propane system components and provide maintenance and repair services.
- Storage tanks provided by the vendor must be properly protected and installed, at the vendor's cost, so that the tanks are level with each other. Vendor employees delivering propane fuel must be highly trained in all aspects of handling propane and safety procedures.

PAYMENT

- ➤ Invoicing of propane fuel delivered will be submitted to the Village of Carmacks, 143 River Drive, Box 113 Carmacks, YT Y0B1C0 via email to finance@carmacks.ca with the following documentation:
- The required supporting documentation for rate alternative 2.1 is: A copy of the delivery ticket must have name printed and signed off by an employee of the VoC together with a copy of the required documentation, including the location of the tank, its serial number, the tank % level before filling and after filling. Also documented will be the amount of propane dispensed in tank, the extended price tallied on the ticket. Any invoices submitted without the required printed name and signature will not be paid until that documentation is received by The Village of Carmacks.
- The required supporting documentation for rate alternative 2.2 is: Copy of the refinery posted price and a letter from the refinery verifying posted prices, plus a copy of the bill of lading, shall be submitted to the VoC at the time of invoicing. Invoice prices per litre must include the price components as stated above in clause 2.2 (a) and, copy of the delivery ticket will have the name printed and signed off by an employee of Northland together with a copy of the required documentation, including the location of the tank, its serial number, the tank % level before filling and after filling. Also documented will be the amount of propane dispensed in tank, the extended price tallied on the ticket and the total amount charged for that delivery.

SCHEDULE B

SECURITY REQUIREMENTS

The following security requirements (SRCL and related clauses) apply and form part of the contract.

The Vendor (if an individual) and all of the Vendor's personnel/subcontractors who may work on site must hold a valid "Reliability Status Security Clearance" issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed to access the site of the work.



Village of Carmacks P.O.Box 113 Carmacks, YT YOB 1CO

Re: Council Resolution

Resolution Title: Sewage Lagoon Resolution
Resolution Date: November 21, 2023
Whereas: Village of Carmacks Mayor & Council direct VoC staff (CAO, and PW GM) to participate in the preliminary design and service agreement workshops with Greenwood Engineering.
Therefore, Be it Resolved: The confirmed participation in upcoming service agreement workshops outlined in the Sewage Lagoon project will result in VoC input being considered and implemented towards project outcomes.
Elected Official Signature:
CAO Signature:
Date: