

REGIONAL DISTRICT OF NANAIMO
CORPORATE & COMMUNITY SERVICES COMMITTEE MEETING
TUESDAY, APRIL 3, 2001
7:30 PM
(Nanaimo City Council Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

MINUTES

- 3-6 Minutes of the Corporate & Community Services Committee meeting held on March 6, 2001.

ADMINISTRATION

- 7-9 RDN Officers Appointment and Delegation Amendment Bylaw No. 1204.01.

HOSPITAL

- 10-19 Nanaimo Regional Hospital District Capital Bylaws No. 124, 125 & 126.

REGIONAL GROWTH MANAGEMENT

- 20-22 Growth Management Plan Review 2001-2002 - Process to Consider Changes Suggested by Member Municipalities, Electoral Areas, and the Provincial Government.

TRANSIT

- 23-60 2001/2002 Annual Operating Agreement - BC Transit/RDN.
- 61-62 HandyDART - Monthly Fare Pass.
- 63-75 Status Report - Transit Business Plan.

COMMISSION, ADVISORY & SELECT COMMITTEE

- 76-77 Minutes from the meeting of the Area A Parks, Recreation and Greenspaces Advisory Committee meeting held February 15, 2001. (for information)

- 78-86 Minutes from the Special meeting of the Gabriola Island Parks and Recreation Commission meeting held March 5, 2001 and the regular meeting held March 19, 2001. (for information)
- 87-88 Minutes from the meeting of the District 69 Recreation Commission meeting held March 15, 2001. (for information)
- 89-94 *That the staff report on the Second Ice Sheet Review for District 69 be received and that the proposal from Vancouver Island Ice Sports Ltd. not be pursued and that further work be undertaken to advance the twinning of the District 69 Arena.*
- 95-102 *That \$4,500 of Community Agreement funding be approved for the Deep Bay Yacht Club Junior Sail program and that the Community Agreement funds be used to purchase a Chase Boat and VHF Radios.*

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

IN CAMERA

ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE CORPORATE & COMMUNITY SERVICES
COMMITTEE MEETING HELD ON TUESDAY, MARCH 6, 2001,
AT 7:30 P.M., IN THE CITY OF NANAIMO COUNCIL CHAMBERS,
455 WALLACE STREET, NANAIMO, B.C.**

Present:

Director J. Stanhope	Chairperson
Director L. Elliott	Electoral Area A
Director B. Sperling	Electoral Area B
Director E. Hamilton	Electoral Area C
Director D. Haime	Electoral Area D
Director G. Holme	Electoral Area E
Director J. McLean	Electoral Area F
Director R. Quittenton	Electoral Area H
Director J. Macdonald	City of Parksville
Alternate	
Director A. Kruyt	Town of Qualicum Beach
Director L. Sherry	City of Nanaimo
Director T. Krall	City of Nanaimo
Director D. Rispin	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director B. Holdom	City of Nanaimo

Also in Attendance:

K. Daniels	Chief Administrative Officer
N. Connelly	General Manager, Community Services
C. Mason	General Manager, Corporate Services
J. Finnie	General Manager, Environmental Services
N. Avery	Manager of Financial Services
N. Tonn	Recording Secretary

MINUTES

MOVED Director Holme, SECONDED Director Macdonald, that the minutes of the regular Corporate & Community Services Committee meeting held on Tuesday, February 6, 2001 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Richard Taylor, UBCM, re 2001 Resolution Process.

MOVED Director Rispin, SECONDED Director Sherry, that the correspondence received from UBCM with respect to the 2001 resolution process, be received for information.

CARRIED

ADMINISTRATION

Regional Services Review.

MOVED Director Macdonald, SECONDED Director Krall,:

1. That the comments from the Regional Services Review Open Houses be received for information.
2. That the "District 68 Sports Field & Recreation Services Agreement" between the Regional District of Nanaimo and the City of Nanaimo be approved for a five year term expiring December 31, 2005.
3. That the "District 69 Sports Field Services Agreement" between the Regional District of Nanaimo, the City of Parksville and the Town of Qualicum Beach be approved for a five year term expiring December 31, 2005.
4. That the "Regional Parks Services Agreement" between the Regional District of Nanaimo, the City of Nanaimo, the City of Parksville and the Town of Qualicum Beach be approved for a five year term expiring December 31, 2005.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Quittenton, Kruyt, Sherry, Haime, Sperling, Macdonald, Holdom, McNabb, Elliott, Krall, Rispin and Stanhope voting in the affirmative and Director McLean voting in the negative.

HOSPITAL

2001 Annual Budget.

MOVED Director Hamilton, SECONDED Director Sherry,:

1. That the 2001 Annual Hospital District budget be approved with property taxes of \$4,516,840 and equipment grants for items costing less than \$100,000 of \$1,380,000.
2. That "Nanaimo Regional Hospital District 2001 Annual Budget Bylaw No. 123, 2001" be introduced for three readings.
3. That "Nanaimo Regional Hospital District 2001 Annual Budget Bylaw No. 123, 2001" having received three readings be adopted.

CARRIED

RECREATION AND PARKS

Offer of Tenure for 442 Hectares of Proposed Regional Park Land – Area F.

MOVED Director McLean, SECONDED Director Holme, that the Regional District decline the offer of a 20 year Licence of Occupation from the BC Assets and Land Corporation and request an alternative offer that provides for exclusive tenure.

MOVED Director Krall, SECONDED Director Holdom, that the motion be amended to add the words "and assistance with park management issues" after the word "tenure".

CARRIED

The question was called on the main motion as amended.

The motion CARRIED.

Lighthouse Community Centre Lease Agreement – Area H.

MOVED Director Quittenton, SECONDED Director McNabb, that the lease agreement between the Lighthouse Community Centre Society and the Regional District of Nanaimo for the property legally described as: Lot 1, District Lot 32, Newcastle District, Plan 42674 for a ten year term be approved.

CARRIED

Canada/BC Infrastructure Program Application.

MOVED Director Holme, SECONDED Director Macdonald, that the Regional District apply for a Canada/BC Infrastructure Program grant for the trail system bridge over the Englishman River at Top Bridge.

A recorded vote was requested.

The motion CARRIED UNANIMOUSLY.

REGIONAL GROWTH MANAGEMENT

Growth Management Plan Review 2001-2002 – Process for the Public to Suggest Changes.

MOVED Director McNabb, SECONDED Director Sherry, that the process for the public to suggest changes to the Growth Management Plan be incorporated into the Review project.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Gabriola Island Parks and Recreation Commission.

MOVED Director Sperling, SECONDED Director McNabb, that the minutes of the Gabriola Island Parks and Recreation Commission meeting held February 19, 2001, be received for information.

CARRIED

District 69 Recreation Commission.

MOVED Director Quittenton, SECONDED Director McLean, that the minutes of the District 69 Recreation Commission meeting held February 22, 2001 be received for information.

CARRIED

NEW BUSINESS

Applications for Grants Under the Canada/British Columbia Infrastructure Program.

MOVED Director McNabb, SECONDED Director McLean, that the Board of the Regional District of Nanaimo support the applications for grants from the Infrastructure Canada-British Columbia for the following projects:

1. Northern Community Water Systems Improvements – Surfside Water System Infrastructure replacement, Madrona Water System Infrastructure replacement, West Bay Water System Infrastructure replacement, Arbutus Water System Infrastructure replacement, and French Creek Water System, Iron & Manganese removal – total cost \$2,500,000.
2. San Pareil Water System Infrastructure replacement – total cost \$900,000.
3. Whiskey Creek Water System Infrastructure replacement total upgrading costs of up to \$1,000,000 (to be confirmed).

4. Barclay Crescent North sewer installation – total cost \$1,600,000.
5. Cedar Town Centre sewer installation - \$5,608,000.
6. French Creek Pollution Control Center biosolids handling facility – total cost \$750,000.
7. Greater Nanaimo Pollution Control Center bio-gas handling facility – total cost \$2,800,000.
8. Landfill Gas Recovery and Utilization system - \$1,000,000.
9. Southern Community Septage Disposal Facility - \$200,000.

CARRIED

ADJOURNMENT

MOVED Director Sherry, SECONDED Director McNabb, that this meeting terminate.

CARRIED

TIME: 8:03 P. M.

CHAIRPERSON



REGIONAL DISTRICT OF NANAIMO			
MAR 28 2001			
CHAIR	<input checked="" type="checkbox"/>	GMCrs	<input type="checkbox"/>
CAO	<input checked="" type="checkbox"/>	GMDS	<input type="checkbox"/>
GMCrs	<input type="checkbox"/>	GMES	<input type="checkbox"/>
C. Mason			
		DATE:	March 12, 2001
		FILE:	

MEMORANDUM

TO: C. Mason
General Manager, Corporate Services

FROM: M. Pearse
Manager, Administrative Services

SUBJECT: RDN Officers Appointment & Delegation Amendment Bylaw No. 1204.01

PURPOSE

To consider an amendment to the RDN Officers Appointment & Delegation Bylaw No. 1204 that would delegate the power and function to issue special occasion licences to the Chief Administrative Officer and the General Manager of Corporate Services.

BACKGROUND

In May of 2000, the Board adopted Bylaw No. 1204 which clarified officer appointments and also outlined the delegation of powers, duties and functions to the Chief Administrative Officer and the General Manager of Corporate Services. In the existing bylaw under section 11 "Licenses and Permits Delegation" the Board has delegated to staff the ability to issue a special event permit in accordance with "RDN Special Events Regulatory Bylaw No. 1010, 1995". While special occasion licences are often considered in conjunction with special event permits, in the past these approvals required a Board resolution. The Province no longer requires that special occasion licences be approved by Board resolution. In an effort to make this approval process more efficient, staff are recommending an addition to section 11 of Bylaw No. 1204 to provide staff the ability to issue special occasion licences as well as special event permits.

ALTERNATIVES

1. Amend the RDN Officers Appointment & Delegation Bylaw No. 1204 to provide the Chief Administrative Officer and the General Manager of Corporate Services the power and function to issue special occasion licences.
2. Do not amend the RDN Officers Appointment & Delegation Bylaw No. 1204 to provide the Chief Administrative Officer and the General Manager of Corporate Services the power and function to issue special occasion licences.

FINANCIAL IMPLICATIONS

There are no financial implications to the alternatives.

CITIZEN IMPLICATIONS

Given that the majority of applications for special occasion licences are similar from year to year, and since special occasion licences often form part of a special event permit application, it is recommended that staff be given the ability to issue special occasion licences. The addition of special occasion licences to the delegation powers would enable staff to process the applications more quickly which may result in more efficiencies in the level of service provided to the public. Electoral Area Directors will continue to be advised of applications for special occasion licences, as well as applications for special event permits, by receiving copies of all correspondence responding to each application in their respective area. Similar to special event permits and licenses/permits to use a community park/recreation facility, where a staff member delegated the authority to issue a licence has denied issuance, the applicant of the special occasion licence may appeal that decision to the Board requesting a reconsideration of that decision as set out in section 12 of Bylaw No. 1204.

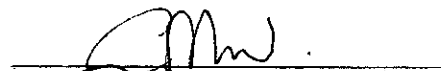
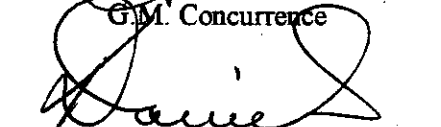
CONCLUSIONS

RDN Officers Appointment & Delegation Bylaw No. 1204 provides for the delegation of certain responsibilities to administrative staff including the power and function for the Chief Administrative Officer and the General Manager of Corporate Services to issue special event permits in accordance with the RDN Special Events Regulatory Bylaw. In an effort to make the approval process more efficient for special occasion licences, staff are recommending an addition to section 11 of Bylaw No. 1204 to provide staff the ability to issue special occasion licences as well as special event permits.

RECOMMENDATION

1. That the RDN Officers Appointment & Delegation Bylaw No. 1204 be amended to provide the Chief Administrative Officer and the General Manager of Corporate Services the power and function to issue special occasion licences.
2. That "Regional District of Nanaimo Officers Appointment and Delegation Amendment Bylaw No. 1204.01, 2001" be introduced and read three times.
3. That "Regional District of Nanaimo Officers Appointment and Delegation Amendment Bylaw No. 1204.01, 2001" be adopted.


Report Writer


G.M. Concurrence

C.A.O. Concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1204.01

**A BYLAW TO AMEND THE REGIONAL DISTRICT OF NANAIMO
OFFICERS APPOINTMENT AND DELEGATION BYLAW**

WHEREAS under sections 176(1)(e) and 192(1) of the *Local Government Act* the Board may, by bylaw, adopted by at least two thirds of the votes cast, delegate its powers, duties and functions, including those specifically established by an enactment, to its officers and employees;

AND WHEREAS the Board wishes to amend the Delegation of Licenses and Permits section to add the provision of issuing special occasion licences;

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

1. Add the following to Section 11(1):
 - (c) The power and function to issue a special occasion licence.
2. This bylaw may be cited as the "Regional District of Nanaimo Officers Appointment and Delegation Amendment Bylaw No. 1204.01, 2001".

Introduced and read three times this 10th day of April, 2001.

Adopted this 10th day of April, 2001.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES



REGIONAL DISTRICT OF NANAIMO		
MAR 27 2001		
CHAIR		GMCrs
CAO		GMDS
GMCms		GMES
<i>C.C.S.C.</i>		✓
		DATE:

NANAIMO REGIONAL HOSPITAL DISTRICT MEMORANDUM

TO: C. Mason
General Manager, Corporate Services

DATE: March 20, 2001

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Capital Bylaws

PURPOSE:

To introduce for three readings and adoption the following bylaws:

- Nanaimo Regional Hospital District Capital Equipment Borrowing (Sterilizer) Bylaw No. 124, 2001.
- Nanaimo Regional Hospital District Capital Project Borrowing (Roof Replacement) Bylaw No. 125, 2001.
- Nanaimo Regional Hospital District Capital Equipment Borrowing (MRI Equipment) Bylaw No. 126, 2001.

BACKGROUND:

At its meeting held November 14th, 2000 the Board approved cost sharing in the following items:

Item	Total	Province	RHD
NRGH – Abtox Sterilizer Equipment	\$ 156,876	\$ 94,125	\$ 62,750
NRGH – Roof Replacement	\$ 450,000	\$ 270,000	\$ 180,000
MRI Equipment/Project	\$ 3,500,000	\$2,100,000	\$ 790,200

On March 10th, 2001 the Province issued a press release confirming its cost sharing in the sterilizer and roof replacement projects. Additionally, staff of the Central Vancouver Island Health Region informed us that a one million dollar deposit has been requested for the MRI equipment order. In order to meet the cash flow needs of these requests the appropriate borrowing bylaws must be approved and forwarded to the Province. Bylaws 124, 125 and 126 are presented for this purpose.

ALTERNATIVES:

1. Approve the bylaws as presented.
2. Amend the bylaws and adopt them as amended.

FINANCIAL IMPLICATIONS:

Alternative 1

The 2001 annual budget provides for short term borrowing costs for these items. Full debt repayment costs would be required in 2002 at an annualized cost of \$1.00 per \$100,000 of assessment.

Alternative 2

There is no external reason requiring an amendment to the amounts proposed for borrowing. The Provincial cost sharing commitment is based on the amounts presented to the Board in 2000.

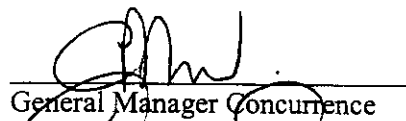
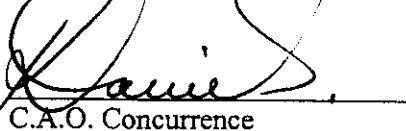
SUMMARY/CONCLUSIONS:

The Province announced on March 10th, 2001 its commitment to cost share in three equipment and project building initiatives which were considered and recommended by the Board in November 2000. Staff have been approached for cash flow for the items and are bringing forward the necessary bylaws accordingly. The Provincial commitment is based on the budget estimates considered earlier by the Board and staff recommend that the bylaws be approved.

RECOMMENDATION:

1. That "Nanaimo Regional Hospital District Capital Equipment Borrowing (Sterilizer) Bylaw No. 124, 2001" be introduced for three readings.
2. That "Nanaimo Regional Hospital District Capital Equipment Borrowing (Sterilizer) Bylaw No. 124, 2001" having received three readings be adopted.
3. That "Nanaimo Regional Hospital District Capital Project Borrowing (Roof Replacement) Bylaw No. 125, 2001" be introduced for three readings.
4. That "Nanaimo Regional Hospital District Capital Project Borrowing (Roof Replacement) Bylaw No. 125, 2001" having received three readings be adopted.
5. That "Nanaimo Regional Hospital District Capital Equipment Borrowing (MRI Equipment) Bylaw No. 126, 2001" be introduced for three readings.
6. That "Nanaimo Regional Hospital District Capital Equipment Borrowing (MRI Equipment) Bylaw No. 126, 2001" having received three readings be adopted.


Report Writer


General Manager Concurrence

C.A.O. Concurrence

COMMENTS:



NEWS RELEASE

For Immediate Release
 2001:110
 March 10, 2001

Ministry of Health

CENTRAL VANCOUVER ISLAND TO RECEIVE \$2.2 MILLION
Funds earmarked for health building improvements

NANAIMO – The provincial government has approved \$2,211,760 for capital improvement projects in the Central Vancouver Island health region to begin in the 2001-02 fiscal year.

Alberni MLA Gerard Janssen, Cowichan-Ladysmith MLA Jan Pullinger and Nanaimo MLA Dale Lovick made the announcement today on behalf of Health Minister Corky Evans.

“Health authorities in Central Vancouver Island can now proceed with upgrades and renovations to their community health facilities,” Janssen said. “This funding will repair roofs, upgrade kitchens and improve safety conditions.”

“Investing in infrastructure is one way to strengthen our health care system,” Pullinger said. “The upgrade to Cairnsmore Place and other facilities will improve the working and living environments for patients and their health-care providers.”

“Funding for upgrades and renovations will support local health authorities in their efforts to meet health care needs of our communities,” Lovick said. “Government is making sure that our health-care facilities are kept up-to-date and functioning efficiently to serve local residents for many years to come.”

Capital improvement funding is provided to health authorities for projects like upgrading or replacing major components of a health facility that have reached the end of their useful life, preventing progressive deterioration of a facility and improving safety. Individual projects are funded up to \$1.5 million. Capital projects at hospitals are cost-shared 60-40 by the Health Ministry and local sources, including the regional hospital district.

The province has approved

- \$606,876 to replace part of the roof at the Nanaimo Regional General Hospital and to replace one of the hospital's sterilizers, ^{450,000} 156,876
- \$245,000 to renovate the Tofino General Hospital and make improvements to program and service areas.
- \$101,190 to replace a sterilizer at the West Coast General Hospital.

-more-

Post-it® Fax Note	7671E	Date: MAR 12	# of pages: 2
To: KEVIN		From: BRYSON	
Co./Dept: FINANCE		Co.	
Phone #		Phone #	
Fax # 755-7900		Fax #	

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Ministry of Health
2001:110

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- \$165,000 for renovations to the unused kitchen area of the Cairnsmore Place care facility in Duncan to create laundry and storage facilities as well as occupational therapy and staff rooms
- * • \$200,000 to upgrade the kitchen in the Trillium Lodge care facility in Parksville.

The Ministry of Health will fund 60 per cent of these projects.

The ministry will fully fund the following improvement projects in the region:

- \$200,000 to replace the roof of the Fir Park Village care facility in Port Alberni.
- \$693,694 for various maintenance and repair projects costing less than \$100,000 each. This amount represents the ministry's share of funding for those projects.

The capital improvement projects funding is part of the Ministry of Health's capital budget for 2001-02 to build and upgrade hospitals, continuing-care facilities and community health-care centres. An estimated \$90 million will be spent on health capital improvement projects in 2001-02.

-30-

Contact: Communications Branch
Ministry of Health
250-952-1887

News Release Internet Address:
<http://www.hlth.gov.bc.ca/cpa/newsrel/>

* ~~\$200,000~~ is \$25,000 less than original plan amount of \$225,000

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NANAIMO REGIONAL HOSPITAL DISTRICT

CAPITAL BYLAW NO. 124

WHEREAS the Board of the Nanaimo Regional Hospital District proposes to expend money for capital expenditures described in Schedule 'A' attached to this bylaw;

AND WHEREAS those capital expenditures have received the approval required under Section 23 of the Hospital District Act;

NOW THEREFORE the Board of the Nanaimo Regional Hospital District enacts the following Capital Bylaw as required by Section 32 and Section 33 of the Hospital District Act.

1. The Board hereby authorizes and approves the borrowing and expenditure of money necessary to complete the capital expenditures described in Schedule 'A' attached.
2. The Board authorizes and approves the borrowing of a net sum not exceeding \$62,750 upon the credit of the District by the issuance and sale of securities in a form and manner agreed to by the Municipal Finance Authority of British Columbia. The term of the securities and the repayment of the principal and interest shall be for a term not to exceed ten (10) years.
3. To meet the payments of principal and interest during the term of the securities, there shall be included in the estimates of the District each year, the respective amounts of principal and interest falling due in that year.
4. The Board hereby delegates to the Manager of Financial Services of the Nanaimo Regional Hospital District the necessary authority to settle the terms and conditions of the borrowings.
5. This bylaw may be cited for all purposes as "Nanaimo Regional Hospital District Capital Equipment Borrowing (Sterilizer) Bylaw No. 124, 2001".

Introduced and read three times this 10th day of April, 2001.

Adopted this 10th day of April, 2001.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

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NANAIMO REGIONAL HOSPITAL DISTRICT

CAPITAL BYLAW NO. 125

WHEREAS the Board of the Nanaimo Regional Hospital District proposes to expend money for capital expenditures described in Schedule 'A' attached to this bylaw;

AND WHEREAS those capital expenditures have received the approval required under Section 23 of the Hospital District Act;

NOW THEREFORE the Board of the Nanaimo Regional Hospital District enacts the following Capital Bylaw as required by Section 32 and Section 33 of the Hospital District Act.

1. The Board hereby authorizes and approves the borrowing and expenditure of money necessary to complete the capital expenditures described in Schedule 'A' attached.
2. The Board authorizes and approves the borrowing of a net sum not exceeding \$180,000 upon the credit of the District by the issuance and sale of securities in a form and manner agreed to by the Municipal Finance Authority of British Columbia. The term of the securities and the repayment of the principal and interest shall be for a term not to exceed fifteen (15) years.
3. To meet the payments of principal and interest during the term of the securities, there shall be included in the estimates of the District each year, the respective amounts of principal and interest falling due in that year.
4. The Board hereby delegates to the Manager of Financial Services of the Nanaimo Regional Hospital District the necessary authority to settle the terms and conditions of the borrowings.
5. This bylaw may be cited for all purposes as "Nanaimo Regional Hospital District Capital Project Borrowing (Roof Replacement) Bylaw No. 125, 2001".

Introduced and read three times this 10th day of April, 2001.

Adopted this 10th day of April, 2001.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

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Chairperson

General Manager, Corporate Services

CAPITAL EXPENDITURE COST AND PROJECT DESCRIPTION

Cost: Project \$ 180,000

Name of Hospital: Nanaimo Regional General Hospital

Description:

Roof Replacement \$ 180,000

NANAIMO REGIONAL HOSPITAL DISTRICT

CAPITAL BYLAW NO. 126

WHEREAS the Board of the Nanaimo Regional Hospital District proposes to expend money for capital expenditures described in Schedule 'A' attached to this bylaw;

AND WHEREAS those capital expenditures have received the approval required under Section 23 of the Hospital District Act;

NOW THEREFORE the Board of the Nanaimo Regional Hospital District enacts the following Capital Bylaw as required by Section 32 and Section 33 of the Hospital District Act.

1. The Board hereby authorizes and approves the borrowing and expenditure of money necessary to complete the capital expenditures described in Schedule 'A' attached.
2. The Board authorizes and approves the borrowing of a net sum not exceeding \$790,200 upon the credit of the District by the issuance and sale of securities in a form and manner agreed to by the Municipal Finance Authority of British Columbia. The term of the securities and the repayment of the principal and interest shall be for a term not to exceed fifteen (15) years.
3. To meet the payments of principal and interest during the term of the securities, there shall be included in the estimates of the District each year, the respective amounts of principal and interest falling due in that year.
4. The Board hereby delegates to the Manager of Financial Services of the Nanaimo Regional Hospital District the necessary authority to settle the terms and conditions of the borrowings.
5. This bylaw may be cited for all purposes as "Nanaimo Regional Hospital District Capital Project Borrowing (MRI Equipment) Bylaw No. 126, 2001".

Introduced and read three times this 10th day of April, 2001.

Adopted this 10th day of April, 2001.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

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Chairperson

General Manager, Corporate Services

CAPITAL EXPENDITURE COST AND PROJECT DESCRIPTION

Cost: MRI Equipment \$ 790,200

Name of Hospital: Nanaimo Regional General Hospital

Description:

MRI Equipment \$ 790,200



REGIONAL DISTRICT OF NANAIMO			
MAR 27 2001			
CHAIR		GMCrs	
CAO		GMDS	
GMCrs		GMES	
<i>Case</i>			
		DATE:	
		FILE:	

MEMORANDUM

TO: Neil Connelly
General Manager, Community Services

FROM: Christina Thomas
Senior Planner

SUBJECT: **GROWTH MANAGEMENT PLAN REVIEW 2001-2002
PROCESS TO CONSIDER CHANGES SUGGESTED BY MEMBER MUNICIPALITIES, ELECTORAL AREAS, AND THE PROVINCIAL GOVERNMENT**

PURPOSE

To clarify the process for member municipalities, electoral areas, and the provincial government to suggest changes to the Growth Management Plan as a part of the Review.

BACKGROUND

The Regional Board approved Terms of Reference for the Growth Management Plan Review in January of 2000. In March 2001, the Regional Board approved a process for the public to suggest changes to the Growth Management Plan as a part of the Review.

The Terms of Reference provide for the consideration of changes suggested to the Growth Management Plan by member municipalities, electoral areas, and the provincial government through the Intergovernmental Advisory Committee (IAC). This report clarifies the processes through which changes will be suggested and considered by the IAC.

The IAC is the officially appointed 'partnership' Committee that was created to support growth management activities in the region and provide technical advice to the Regional Board. It is chaired by RDN regional planning staff and includes representatives from the Regional District's member municipalities, RDN representatives responsible for the electoral area planning function, and representatives from provincial government agencies with a 'stake' in growth management in the region.

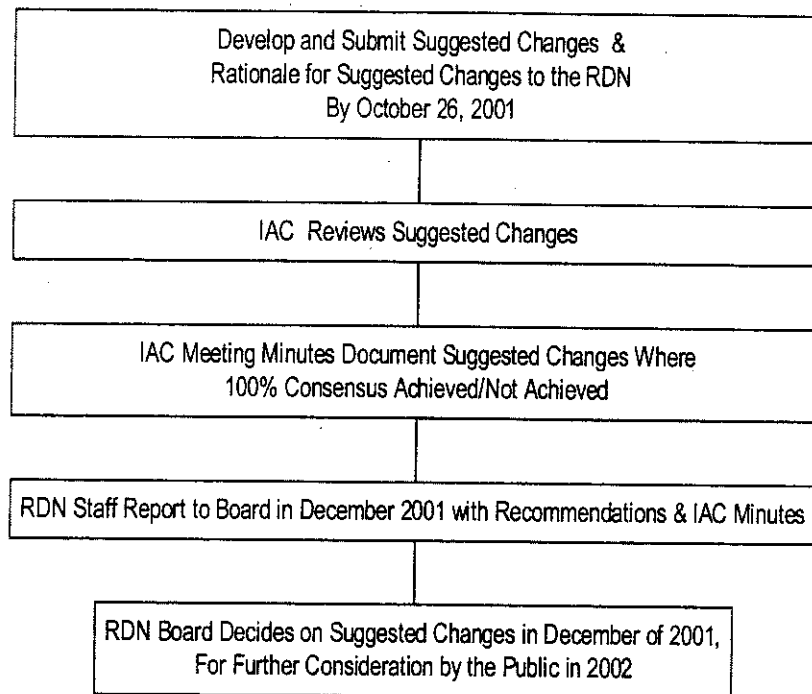
It is proposed that IAC members bring forward suggested changes to the Growth Management Plan on behalf of the organization they represent, along with the rationale behind suggested changes at one of the IAC monthly meetings by October 26, 2001.

The IAC would consider and make recommendations to the Board regarding these suggestions using a consensus-based decision-making model. The IAC would strive to achieve 100% agreement regarding suggested changes. Where 100% agreement cannot be reached, the different perspectives would be recorded, along with the rationale for each perspective.

RDN Regional Planning staff would prepare a report to the Board that makes recommendations with respect to the changes suggested by representatives responsible for municipal and electoral area community planning as well as the Province.

Suggested changes would be considered according to the sequence outlined below:

**Process For Member Municipalities, Electoral Areas & the Provincial Government
to Suggest Changes to the Growth Management Plan**



ALTERNATIVES

1. To incorporate the process for considering suggested changes to the Growth Management Plan into the Review project.
2. To not incorporate the process for considering suggested changes to Growth Management Plan into the Review project.

INTERJURISDICTIONAL IMPLICATIONS

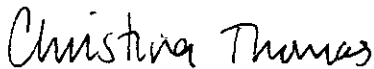
Member municipalities, electoral areas, and provincial government ministries will be provided with the opportunity to bring forward suggested changes to the Plan through the Intergovernmental Advisory Committee (IAC). The IAC will consider and make recommendations to the Board regarding how to respond to these changes. At their February 22, 2001 and March 16, 2001 meetings, the IAC discussed and concurred with the method proposed in this report for considering changes to the Growth Management Plan suggested by the member municipalities, electoral areas, and the provincial government.

SUMMARY/CONCLUSIONS

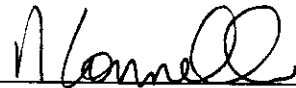
A process is provided for the Regional Board's consideration of member municipality, electoral area, and provincial government suggested changes to the Growth Management Plan. It provides a way for suggested changes to the Plan to be put on record and assessed at the regional level by the Regional District, the Intergovernmental Advisory Committee, and region residents as a part of the Plan Review.

RECOMMENDATION

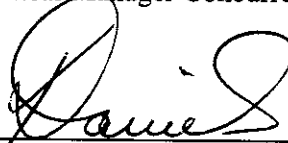
That the process for considering for member municipalities', electoral areas', and the provincial government's suggested changes to the Growth Management Plan be incorporated into the Review project.



Report Writer



General Manager Concurrence



CAO Concurrence

COMMENTS:



REGIONAL DISTRICT OF NANAIMO			
MAR 27 2001			
CHAIR		GMCrS	
CLERK		GMDS	
		GMES	
		<i>Case</i>	<input checked="" type="checkbox"/>

MEMORANDUM

TO: Neil Connelly
General Manager of Community Services

DATE: March 14, 2001

FROM: Mike Donnelly
Manager of Transportation Services

FILE: 2240-20

SUBJECT: 2001/2002 Annual Operating Agreement
BC Transit / Regional District of Nanaimo

PURPOSE

To bring forward the 2001/2002 BC Transit Annual Operating Agreement for approval.

BACKGROUND

The Annual Operating Agreement (A.O.A) (attached) between the Regional District of Nanaimo and BC Transit is renewed annually. It sets out the cost sharing agreements for Custom (HandyDART) and Conventional Transit services for the period of April 1st, 2001 to March 31st, 2002. Both parties renew the A.O.A. annually through negotiation. The financial aspects are determined based on mutual agreement on the annual program for service provision as set out in the annual budget.

The A.O.A. is primarily structured to provide agreement around such items as service specifications, the budget, payment schedules and fares. It outlines the days on which service is provided, how many hours of service are to be provided and at what rate they can be charged for cost sharing purposes. The agreement may be amended with the consent of both parties.

The Master Joint Operating Agreement (M.J.O.A.), a supplementary document to the A.O.A. sets out the terms and conditions for both parties in relation to items such as maintenance, marketing, scheduling and overall operation of the systems. The M.J.O.A. forms part of the A.O.A. master document and as such does not require a separate Board resolution.

BC Transit shares in the majority of costs for the provision of Custom and Conventional service in the Regional District. The Provincial funding level for both Custom and Conventional service is 66% and 46.7% respectively. The remaining cost recoveries to operate the system are achieved through fares, advertising revenue and local taxation.

There are costs which are not shared by BC Transit for Custom and Conventional service. Such items as RDN interdepartmental administration, commissions paid to vendors, building rentals, bus stop maintenance, janitorial services and professional fees are not included in the cost sharing formula.

ALTERNATIVES

1. Approve the 2001/2002 Annual Operating Agreement.
2. Do not approve the 2001/2002 Annual Operating Agreement.

FINANCIAL IMPLICATIONS

1. The A.O.A. is consistent with the year 2001 Budget adopted by the Board.
2. Not approving the A.O.A. will eliminate BC Transit's obligation to cost share in the service.

SUMMARY

BC Transit has forwarded the Annual Operating Agreement covering the period from April 1st, 2001 to March 31st, 2002 for the RDN Conventional and Custom Transit systems. Staff has worked with BC Transit on the development of this A.O.A. in conjunction with the Board's consideration of the 2001 annual transit budgets and concurs with the final document.

RECOMMENDATION


That the 2001/2002 Annual Operating Agreement between BC Transit and the Regional District of Nanaimo for the provision of Conventional and Custom Transit services be approved.



Report Writer



General Manager Concurrency



C.A.O. Concurrency

COMMENTS:

ANNUAL OPERATING AGREEMENT

Between

THE REGIONAL DISTRICT OF NANAIMO

And

BRITISH COLUMBIA TRANSIT

APRIL 1, 2001 TO MARCH 31, 2002

INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.

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SCHEDULES

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ANNUAL OPERATING AGREEMENT

BETWEEN: THE REGIONAL DISTRICT OF NANAIMO
(the "Municipality" and the "Operating Company")

AND: BRITISH COLUMBIA TRANSIT
(the "Authority")

WHEREAS the Municipality and the Authority are authorized to share in the costs of providing a Public Passenger Transportation System pursuant to the British Columbia Transit Act.

WHEREAS the Municipality is authorized to operate, manage and maintain a Public Passenger Transportation System within the Nanaimo Regional Transit Service Area.

WHEREAS the parties hereto have entered into a Master Joint Operating Agreement effective April 1, 2001 which sets out the general rights and responsibilities of the parties hereto.

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

- 1.1 **Definitions:** Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:
- (a) "Annual Operating Agreement" shall mean this Annual Operating Agreement dated April 1, 2001 to March 31, 2002 and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
 - (b) "Master Agreement" shall mean that certain Master Joint Operating Agreement effective April 1, 2001 including any amendments made thereto;

SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 **Incorporation of Master Agreement into Annual Operating Agreement:** Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.

SECTION 3 – TERM AND RENEWAL

- 3.1 **Term and Renewal:** The term of this Annual Operating Agreement shall be for the period April 1, 2001 until and including March 31, 2002, except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Master Agreement shall likewise be so terminated or not renewed, as the case may be.

SECTION 4 – SCHEDULES

4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule "A" – Transit Service Area
- b) Schedule "B" - Service Specifications
- c) Schedule "C" - Budget
- d) Schedule "D" – Payment Schedule
- e) Schedule "E" – Tariff-Fares

SECTION 5 – MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

SECTION 6 - Notices and Communication

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

Regional District of Nanaimo

c/o Manager of Transportation Services
6300 Hammond Bay Road
Nanaimo, BC V0R 2H0

and to

BC Transit

520 Gorge Road East
Victoria, BC V8W 2P3
Attention: President & CEO

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer
this day of

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF NANAIMO has been hereto affixed in the presence of:

THE COMMON SEAL OF BRITISH COLUMBIA TRANSIT has been hereto affixed in the presence of:

PRESIDENT AND CEO

CORPORATE SECRETARY



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SCHEDULE "A" - Transit Service Area Boundaries

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Nanaimo Regional Transit Service Area shall include the corporate boundaries of the City of Nanaimo, Electoral Areas A and D of the Regional District of Nanaimo; and shall include the corporate boundaries of the City of Parksville, the Town of Qualicum Beach, and Electoral Areas E, G and H of the Regional District of Nanaimo.

SCHEDULE "B" – Service Specifications

Nanaimo Regional AOA 2001/2002

Schedule 'B'

Effective Apr 01, 2001

Scheduled Revenue Service

01/02 Full Year (Apr 01, 2001 to Mar 31, 2002)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	293.52	293.52	293.52	293.52	293.52	246.63	62.06
Kms/Day	6,697.30	6,697.30	6,697.30	6,697.30	6,697.30	5,488.30	1,303.30

Extra Revenue Service

	Apr. 2001	May, 2001	Jun, 2001	Jul, 2001	Aug, 2001	Sep, 2001	Oct, 2001	Nov, 2001	Dec, 2001	Jan, 2002	Feb, 2002	Mar, 2002
Extra Overload Hours	50.00	50.00	50.00	0.00	0.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Extra Overload Kilometres	1,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Extra School Service Hours	80.00	80.00	80.00	0.00	0.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00
Extra School Service Kilometres	1,600.00	1,600.00	1,600.00	0.00	0.00	1,600.00	1,600.00	1,600.00	1,200.00	1,600.00	1,600.00	1,200.00
Extra Special Events Hours	0.00	0.00	0.00	125.00	125.00	0.00	0.00	0.00	50.00	50.00	0.00	0.00
Extra Special Events Kilometres	0.00	0.00	0.00	2,500.00	2,500.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00

2001/2002 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2001 to Apr 30, 2001	5	4	4	4	3	4	5	1	30	Apr 13, 2001 Good Friday 2001 (Fri)
May 01, 2001 to May 31, 2001	3	5	5	5	4	4	4	1	31	May 21, 2001 Victoria Day 2001 (Mon)
Jun 01, 2001 to Jun 30, 2001	4	4	4	4	5	5	4	0	30	Jul 01, 2001 Canada Day 2001 (Sun)
Jul 01, 2001 to Jul 31, 2001	5	4	4	4	4	4	4	1	31	Aug 06, 2001 BC Day 2001 (Mon)
Aug 01, 2001 to Aug 31, 2001	3	4	5	5	5	4	4	1	31	Sep 03, 2001 Labour Day 2001 (Mon)
Sep 01, 2001 to Sep 30, 2001	3	4	4	4	4	5	5	1	30	Oct 08, 2001 Thanksgiving Day 2001 (Mon)
Oct 01, 2001 to Oct 31, 2001	4	5	5	4	4	4	4	1	31	Nov 11, 2001 Remembrance Day 2001 (Sun)
Nov 01, 2001 to Nov 30, 2001	4	4	4	5	5	4	3	1	30	Dec 25, 2001 Christmas Day 2001 (Tue)
Dec 01, 2001 to Dec 31, 2001	5	3	3	4	4	5	5	2	31	Dec 26, 2001 Boxing Day 2001 (Wed)
Jan 01, 2002 to Jan 31, 2002	4	4	5	5	4	4	4	1	31	Jan 01, 2002 New Year's Day 2002 (Tue)
Feb 01, 2002 to Feb 28, 2002	4	4	4	4	4	4	4	0	28	Mar 29, 2002 Good Friday 2002 (Fri)
Mar 01, 2002 to Mar 31, 2002	4	4	4	4	4	5	5	1	31	
Total	49	50	51	52	50	52	51	11	365	11 Exceptions

Monthly Summary

Month	Conventional Transit					
	Revenue Hours			Revenue Kilometers		
	Scheduled	Extra	Total	Scheduled	Extra	Total
April, 2001	7,167.17	130.00	7,297.17	162,415.70	2,600.00	165,015.70
May, 2001	7,692.16	130.00	7,822.16	174,507.00	2,600.00	177,107.00
June, 2001	7,646.27	130.00	7,775.27	173,298.00	2,600.00	175,898.00
July, 2001	7,692.16	125.00	7,817.16	174,507.00	2,500.00	177,007.00
August, 2001	7,692.16	125.00	7,817.16	174,507.00	2,500.00	177,007.00
September, 2001	7,120.28	130.00	7,250.28	161,206.70	2,600.00	163,806.70
October, 2001	7,692.16	130.00	7,822.16	174,507.00	2,600.00	177,107.00
November, 2001	7,830.11	130.00	7,960.11	173,203.70	2,600.00	175,803.70
December, 2001	7,120.28	160.00	7,280.28	161,206.70	3,200.00	164,406.70
January, 2002	7,692.16	160.00	7,852.16	174,507.00	3,800.00	178,307.00
February, 2002	7,106.12	130.00	7,236.12	161,112.40	2,600.00	163,712.40
March, 2002	7,413.80	110.00	7,523.80	167,904.00	2,200.00	170,104.00
Total	66,692.83	1,610.00	68,302.83	2,032,892.20	32,200.00	2,065,092.20

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Nanaimo Custom AOA 2001/2002

Schedule 'B'

Effective Apr 01, 2001

Scheduled Revenue Service

01/02 Full Year (Apr 01, 2001 to Mar 31, 2002)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	71.89	71.89	71.89	71.89	71.89	21.89	20.00
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Flexible Hours

	Apr. 2001	May 2001	Jun. 2001	Jul. 2001	Aug. 2001	Sep. 2001	Oct. 2001	Nov. 2001	Dec. 2001	Jan. 2002	Feb. 2002	Mar. 2002
	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00

Extra Revenue Service

	Apr. 2001	May 2001	Jun. 2001	Jul. 2001	Aug. 2001	Sep. 2001	Oct. 2001	Nov. 2001	Dec. 2001	Jan. 2002	Feb. 2002	Mar. 2002

2001/2002 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2001 to Apr 30, 2001	5	4	4	4	3	4	5	1	30	Apr 13, 2001 Good Friday 2001 (Fri)
May 01, 2001 to May 31, 2001	3	5	5	5	4	4	4	1	31	May 21, 2001 Victoria Day 2001 (Mon)
Jun 01, 2001 to Jun 30, 2001	4	4	4	4	5	5	4	0	30	Jul 01, 2001 Canada Day 2001 (Sun)
Jul 01, 2001 to Jul 31, 2001	5	5	4	4	4	4	4	1	31	Aug 06, 2001 BC Day 2001 (Mon)
Aug 01, 2001 to Aug 31, 2001	3	4	5	5	5	4	4	1	31	Sep 03, 2001 Labour Day 2001 (Mon)
Sep 01, 2001 to Sep 30, 2001	3	4	4	4	4	5	5	1	30	Oct 08, 2001 Thanksgiving Day 2001 (Mon)
Oct 01, 2001 to Oct 31, 2001	4	5	5	4	4	4	4	1	31	Nov 11, 2001 Remembrance Day 2001 (Sun)
Nov 01, 2001 to Nov 30, 2001	4	4	4	5	5	4	3	1	31	Dec 25, 2001 Christmas Day 2001 (Tue)
Dec 01, 2001 to Dec 31, 2001	5	3	3	4	4	5	5	2	31	Dec 26, 2001 Boxing Day 2001 (Wed)
Jan 01, 2002 to Jan 31, 2002	4	4	5	5	4	4	4	1	31	Jan 01, 2002 New Year's Day 2002 (Tue)
Feb 01, 2002 to Feb 28, 2002	4	4	4	4	4	4	4	0	28	Mar 29, 2002 Good Friday 2002 (Fri)
Mar 01, 2002 to Mar 31, 2002	4	4	4	4	4	5	5	1	31	
Total	48	50	51	52	50	52	51	11	365	11 Exceptions

Monthly Summary

Month	Custom Transit						
	Revenue Hours			Revenue Kilometers			
	Scheduled	Extra	Flexible	Total	Scheduled	Extra	Total
April, 2001	1,633.36		48.00	1,681.36	0.00		
May, 2001	1,757.14		48.00	1,805.14	0.00		
June, 2001	1,709.14		48.00	1,757.14	0.00		
July, 2001	1,757.14		48.00	1,805.14	0.00		
August, 2001	1,757.14		48.00	1,805.14	0.00		
September, 2001	1,585.36		48.00	1,633.36	0.00		
October, 2001	1,757.14		48.00	1,805.14	0.00		
November, 2001	1,737.14		48.00	1,785.14	0.00		
December, 2001	1,585.36		48.00	1,633.36	0.00		
January, 2002	1,757.14		48.00	1,805.14	0.00		
February, 2002	1,613.36		48.00	1,661.36	0.00		
March, 2002	1,657.25		48.00	1,705.25	0.00		
Total	20,306.67	0.00	576.00	20,882.67	0.00	0.00	

SCHEDULE "C" - Budget

Nanaimo Regional
2001/2002

TRANSIT REVENUE	
Farebox Cash	\$887,663
Tickets & Passes	\$756,157
BC Bus Pass	\$364,080
Advertising	\$49,462
TOTAL REVENUE	\$2,057,362

EXPENDITURES	
Fixed Monthly Costs	\$718,421
Variable Hourly Costs - Scheduled Service	\$3,007,524
Variable Hourly Costs - Extra Service	\$54,004
Variable Distance Costs - Scheduled Service	\$539,706
Variable Distance Costs - Extra Service	\$8,549
Maintenance - Running Repairs	\$390,524
Maintenance - Major Repairs	\$50,000
Contingency	\$2,250
ICBC Insurance	\$66,107
Licences	\$444
Fleet Insurance	\$17,640
Information Systems	\$8,750
TOTAL DIRECT OPERATING COSTS	\$4,863,919
Marketing	\$75,377
Interest Expense	\$4,591
Municipal Administration	\$97,278
BCT Administration	\$324,910
TOTAL OPERATING COSTS	\$5,366,074
Debt Service - Vehicles (Local Share)	\$565,775
Debt Service - Equipment (Local Share)	\$14,130
TOTAL DEBT SERVICE - LOCAL SHARE	\$579,905

TOTAL COSTS **\$5,945,980**

COST SHARING	
Municipal Share of Costs	\$3,440,559
Less: Total Revenue	\$2,057,362
Less: Municipal Administration	\$97,278
Net Municipal Share of Costs	\$1,285,919
Authority Share of Costs	\$2,505,420

STATISTICS	
Scheduled Revenue Hours	89,662.83
Extra Revenue Hours	1,610.00
Scheduled Revenue Kilometres	2,032,882.20
Extra Revenue Kilometres	32,200.00
Total Passengers	1,746,000
Conventional Passengers	1,746,000

**Nanaimo Custom
2001/2002**

TRANSIT REVENUE	
Farebox Cash	\$129,060
TOTAL REVENUE	\$129,060
EXPENDITURES	
Fixed Monthly Costs	\$167,664
Variable Hourly Costs - Scheduled Service	\$521,003
Variable Distance Costs - Scheduled Service	\$50,160
Maintenance - Running Repairs	\$52,560
Maintenance - Major Repairs	\$12,400
Taxi Supplement	\$20,000
Taxi Saver Program	\$30,000
Taxi Saver Recoveries	-\$15,000
ICBC Insurance	\$8,600
Licences	\$120
Fleet Insurance	\$4,570
Information Systems	\$7,500
TOTAL DIRECT OPERATING COSTS	\$859,576
Marketing	\$6,625
Interest Expense	\$811
Municipal Administration	\$17,192
BCT Administration	\$57,420
TOTAL OPERATING COSTS	\$941,624
Debt Service - Vehicles (Local Share)	\$54,578
TOTAL DEBT SERVICE - LOCAL SHARE	\$54,578
TOTAL COSTS	\$996,201
COST SHARING	
Municipal Share of Costs	\$368,233
Less: Total Revenue	\$129,060
Less: Municipal Administration	\$17,192
Net Municipal Share of Costs	\$221,981
Authority Share of Costs	\$627,969
STATISTICS	
Scheduled Revenue Hours	20,882.67
Total Passengers	64,000
Custom/Para Passengers - Vans	57,500
Custom/Para Passengers - Taxi Supplement	2,500
Taxi Saver Passengers	4,000

Schedule "D" - Payment Schedule

Nanaimo Regional Conventional Transit and Custom Transit 2001/2002 AOA BUDGET

1) Payment Schedule

The Authority agrees to pay the Operating Company a monthly payment on the following basis:

- a) for Specified Service in Schedule "B":
- i) \$73,840.39 for Fixed Monthly Payment; plus
 - ii) \$33.54 per Revenue Hour for conventional transit service; plus
 - iii) \$24.95 per Revenue Hour for custom transit service; plus
 - iv) \$0.2655 per Revenue Kilometre for conventional transit service.
- b) for Deleted Fixed Costs as outlined in Section 6 (2), an amount equal to 1/355 of the Fixed Monthly Costs amount contained in Schedule "C" shall be deducted for each day or part day.
- c) for Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":
- i) \$33.54 per Revenue Hour for conventional transit service; plus
 - ii) \$24.95 per Revenue Hour for custom transit service; plus
 - iii) \$0.2655 per Revenue Kilometre for conventional transit service with allowance for wage premium payments (up to 1.5 times the regular Revenue Hour payment), if applicable, when service is added beyond the regular hours of operation.
- d) for Maintenance:
- i) \$37.57 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
- e) for fuel costs, in the event diesel fuel costs should exceed \$0.4428 / litre a payment will be made in accordance with Section 6 (3) of this agreement to compensate the Operating Company for the actual cost of all diesel fuel consumed to a maximum of 1,128,026.85 litres for Scheduled Revenue Kilometres in Schedule "B". This maximum number of litres will be adjusted in proportion to Extra or Deleted Revenue Service Kilometres.
- f) Special Group Trips cost recovery shall be credited to the Authority on the monthly contractors invoice.

Information contained in Section 6 (3) of the Agreement and Schedule "B" is subject to the terms and conditions of the agreement and the Authority shall not be responsible for any loss or damage to the Operating Company's property or equipment. The Authority shall not be responsible for any loss or damage to the Operating Company's property or equipment. The Authority shall not be responsible for any loss or damage to the Operating Company's property or equipment.

Schedule "E" – Tariff-Fares**3) Fare Zones:**

The boundaries of fare zones for this Tariff are described as follows:

Zone 1 - Regional District of Nanaimo

This zone encompasses that area within the existing transit service area.

4) Fares:Conventional Transit Service:

- a) Single Cash Fares:
- | | |
|----------------------------------|------------------------------------|
| i) Adult | \$1.75 |
| ii) Senior | \$1.50 |
| iii) Student | \$1.50 |
| iv) College Student | \$1.75 |
| v) Child under 5 years, | Free when accompanied by an adult. |
| v) Accessible Transit Attendant, | Free |
- b) Tickets:
- | | |
|---|--|
| i) 10 x \$1.75 fares, sold for \$15.75 | |
| ii) 10 x \$1.50 fares, sold for \$13.50 | |
- c) BC Bus Pass valid for the current calendar year.
- d) CNIB Pass available from the local office of the CNIB.
- e) One-Day Pass:
- | | |
|-----------------------|--------|
| i) Adult - | \$4.50 |
| ii) College Student - | \$3.50 |
| ii) Senior/Student - | \$3.50 |
- f) Monthly Pass
- | | |
|-----------------------|---------|
| i) Adult - | \$52.00 |
| ii) College Student - | \$42.00 |
| iii) Senior/Student - | \$30.00 |
- g) Semester Pass
- | | |
|----------------------|----------|
| i) College Student - | \$134.00 |
|----------------------|----------|

Custom Transit Service:

- a) Registered Users and Escorts \$2.50
 Attendants Accompany Registered Users Free

- b) Tickets:
- | | |
|---------------------------------------|--|
| i) 5 x \$2.50 fares, sold for \$11.25 | |
|---------------------------------------|--|

Note: Visitors (elsewhere in B.C. and outside B.C.) are eligible for temporary handyDART service.

MASTER JOINT OPERATING AGREEMENT

Among

THE REGIONAL DISTRICT OF NANAIMO

And

BRITISH COLUMBIA TRANSIT

April 1, 2001

INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.

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MASTER JOINT OPERATING AGREEMENT

BETWEEN: THE REGIONAL DISTRICT OF NANAIMO
(the "Municipality")

AND: BRITISH COLUMBIA TRANSIT
(the "Authority")

WHEREAS the Municipality and the Authority are authorized to share in the costs of providing a Public Passenger Transportation System pursuant to the British Columbia Transit Act.

WHEREAS the Municipality is authorized to operate, manage and maintain a Public Passenger Transportation System within the Nanaimo Regional Transit Service Area

AND WHEREAS the parties hereto wish to enter into this Master Joint Operating Agreement which sets out, together with the Annual Operating Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

1.1 The following definitions shall apply to this Master Joint Operating Agreement and any Annual Operating Agreements entered into among the parties hereto in accordance with this Master Joint Operating Agreement and as approved pursuant to the BC Transit Act and Regulations:

- a) **"ATTENDANT"** means a person whose presence is essential to the Registered User to enable the Registered User to physically use the service and whose origin and destination are the same as the Registered User;
- b) **"ANNUAL OPERATING AGREEMENT"** means that certain Annual Operating Agreement negotiated and entered into on an annual basis among the parties hereto in accordance with this Master Agreement;
- c) **"JOINT VENTURE SERVICES"** shall mean the transit services provided by the Municipality pursuant to this Master Agreement;
- d) **"CONVENTIONAL TRANSIT SERVICES"** shall mean services and facilities operated by or for a public passenger transportation system to transport persons on specified routes at scheduled times using public streets or thoroughfares, but does not include custom transit services;
- e) **"CUSTOM TRANSIT SERVICES"** shall mean services and facilities operated or provided by a public passenger transportation system to transport any person designated under Section 11 of the BC Transit Act and Regulations by prearrangement between the Municipality of the service and such person without limitation by route or scheduled time;
- f) **"DIRECT OPERATING COSTS"** shall mean the sum of the Fixed Costs and Variable Costs of service, maintenance and other costs of service, where:
 - i) **"FIXED COSTS"** shall mean items of cost that may be reasonably and conveniently identified with the overall service but which cannot be directly assigned to a unit of service such as hours or kilometres of service. Items of cost will exclude the cost of items which are normally capitalized but may include appropriate charges for depreciation of capital assets.
 - ii) **"VARIABLE COSTS"** shall mean items of cost which may be reasonably and conveniently identified and allocated to a specific unit of service such as hours or kilometres of service.
 - iii) **"MAINTENANCE COSTS"** shall mean parts and materials, sublet and labour costs of a qualified licensed mechanic for the maintenance of the transit vehicles, but shall not include costs associated with interior and exterior transit advertising signs and non-mechanical servicing of vehicles such as fuelling, clearing fareboxes, cleaning and painting wheel rims, vehicle washing, etc. and work performed by a serviceman;
 - iv) **"OTHER COSTS"** shall include but not be limited to vehicle insurance costs incurred by the Authority and Municipality, contingency costs, taxi program costs (if applicable).

- g) **"ELIGIBLE USER"** means any person who is eligible to use Custom Transit Services as defined in Section 11 of the British Columbia Transit Act Regulations.
- h) **"ESCORT"** means a person who accompanies the Registered User but whose presence is not essential to the Registered User to physically use the service and whose origin and destination are the same as the Registered User.
- i) **"EXTRA SERVICE"** means a combination of overloads and special service.
- j) **"MASTER AGREEMENT"** shall mean this Master Joint Operating Agreement including any amendments made thereto in accordance with the terms of the Master Agreement;
- k) **"NON-REVENUE HOURS"** shall mean the time both preceding and following the operation of the specified conventional transit service that is required to operate vehicles between the operating centre and the start/finish routes.
- l) **"NON-REVENUE KILOMETRES"** shall mean the distance between the operating centre and the start/finish points of the conventional transit routes via the most practical route and vehicle road testing.
- m) **"OVERLOADS"** shall mean additional vehicles operating on specified routes to cope with ridership demands which cannot be served by the regularly scheduled service and defined in Section 8.
- n) **"PARATRANSIT"** shall mean a class of transit service offering more flexible service than conventional fixed route transit. Paratransit service provides service to able bodied transit passengers as well as passengers with mobility difficulties.
- o) **"PHYSICAL ASSETS"** other than vehicles or revenue vehicles shall mean land, buildings, equipment or other items of a material nature which for accounting purposes are considered to contribute to delivery of service for a period exceeding one fiscal year.
- p) **"PUBLIC PASSENGER TRANSPORTATION SYSTEM"** shall mean a public system for the transportation of passengers and goods by any means operated under an Annual Operating Agreement, including Conventional, Custom and Paratransit Transit Services.
- q) **"REGISTERED USER"** means an eligible custom transit user who has satisfied certification and registration requirements as set out in Section 23.
- r) **"RESIDENT"** means any individual who has resided within the Province of British Columbia for a period of thirty consecutive days.
- s) **"REVENUE HOURS"**, **"REVENUE KILOMETRES"** shall mean those units of service that are actually offered to the public as reflected in the Public Timetable and set out in the Service Specification, including lay up time between trips.
- t) **"SERVICE SPECIFICATION"** shall mean a detailed description of the Public Passenger Transportation system covered by Schedule "B" of this Agreement.
- u) **"STATUTORY HOLIDAYS"** shall mean New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and/or any other days may be gazetted as being a holiday in and for the Province of British Columbia.
- v) **SPECIAL GROUP TRIPS** means infrequent service provided in addition to Schedule "B" at full cost recovery.
- w) **"SPECIAL TRANSIT SERVICE"** means a service provided beyond the scheduled revenue service and defined in Section 8.
- x) **"SYSTEM REVENUES"** shall mean the revenue of the Public Passenger Transportation System and includes revenue from farebox, revenue from sale of passes, tokens and tickets, revenue from advertising contracts, and other revenue from commercial or institutional purchase of service, advertising in timetables and any other revenue accruing from the operation of the Public Passenger Transportation System pursuant to this Agreement.
- y) **"TAXI SAVER"** means a custom transit program that provides a direct subsidy in the form of Taxi Saver Coupons to registered users.
- z) **"TRANSIT SERVICE AREA"** means the area within which the transit service may operate unless otherwise specified.
- aa) **"VEHICLES"** shall include all motor vehicles owned both by the Authority and by the Municipality and used on the Joint Venture Services and approved by the Authority.

SECTION 2 - MUNICIPAL RESPONSIBILITIES

- 2.1 Responsibilities of the Municipality: In accordance with the terms of this Master Agreement and the Annual Operating Agreement, the Municipality shall:
- a) Approve plans and amendments to the Public Passenger Transportation System;
 - b) Approve the Service Specification prepared by the Authority and contained in Schedule "B" of the Annual Operating Agreement;
 - c) Approve bus stop plans and install and maintain bus stop signs as provided by the Authority.
 - d) Establish necessary traffic control by-laws and transit priority measures on Municipal streets;
 - e) Fix and amend the fares and the fare structure in whole or in part from time to time;
 - f) Be responsible for the depositing and reporting of system revenues received from the Municipality as required under Section 4 of this agreement. Advertising revenues generated in accordance with the transit advertising agreement between the Authority and the advertising contract company and bus pass revenue from the Ministry of Finance and Corporate Relations shall be credited to the Municipality by the Authority;
 - g) Approve, after prior consultation with the Authority, the Special Transit Services in accordance with the contingency provisions of Schedule "C" of the Annual Operating Agreement;
 - h) Notify the Municipality at least 24 hours in advance of any scheduled or anticipated street closures or traffic disruptions affecting transit service; develop alternate routings in consultation with the Municipality; and ensure that adequate signing is posted along affected portions of routes;
- 2.2 Municipality to pay Authority Monthly: The amount payable by the Municipality under the Annual Operating Agreement shall be paid to the Authority monthly. Payment is due 30 days after billing.
- 2.3 Prepare Report of Revenue: The Municipality shall, on a monthly basis and within 10 working days of the end of each month submit a completed "Report of Revenue" form supplied by the Authority, showing system revenues collected.
- 2.4 Determine Administrative Costs: Prior to the negotiation of each Annual Operating Agreement, the Municipality shall determine its administration costs relative to its responsibilities under that Agreement. Payment for these costs, pursuant to Schedule "C" of the Annual Operating Agreement shall not exceed 2% of the Direct Operating Costs for the service.

SECTION 3 - AUTHORITY RESPONSIBILITIES: In accordance with the terms of this Master Agreement and the Annual Operating Agreement, the Authority shall:

- 3.1 Reimburse Municipality: The Authority shall reimburse the Municipality for all costs incurred by the Municipality as a result of this Master Agreement and the Annual Operating Agreement, to be calculated and paid monthly in accordance with Schedule "D" of the Annual Operating Agreement, and subject to the limitations contained therein and receipt of an invoice in the format specified in Section 10, below.
- 3.2 Maintenance Payment: The Authority agrees to pay the Municipality upon submission of a monthly Report of Costs as provided for in Section 10, below, and in accordance with the Budget contained in Schedule "C" of the Annual Operating Agreement, for all parts and labour for maintenance of the transit vehicles, and all insurance deductible payments upon presentation of suitable documentation. The amount paid for parts shall not exceed the amount paid by the Municipality and shall be net of GST.
- 3.3 Responsibilities of the Authority: With respect to the services as provided for in this Master Agreement and as specified in Schedule "B" of the Annual Operating Agreement, the Authority shall:
- a) Make available professional staff to prepare and implement Public Transit.
 - b) Make available vehicles for the provision of approved services in accordance with the lease agreement between the Authority and the Municipality, acquire and lease to the Municipality revenue vehicles and other physical assets required for the provision of the services pursuant to lease agreements with the Authority and monitor the use, maintenance and conditions of such vehicles and physical assets;
 - c) May engage an inspector who shall inspect and check the operation of services provided for in Schedule "B" of the Annual Operating Agreement and the maintenance of vehicles;
 - d) Provide destination blinds and fareboxes for vehicles provided;
 - e) Provide vehicle stop identification signs in accordance with the Marketing provisions of the budget contained in Schedule "C" of the Annual Operating Agreement;
 - f) Provide and control all marketing in accordance with Section 11, below, and the Budget specified in Schedule "C" of the Annual Operating Agreement;
 - g) Conduct regular audits of service including:
 - on-time performance
 - courtesy
 - cleanliness, care and comfort
 - information/ease of use
 - safety
 - fare security
 - records of customer service training
 and may audit the financial records of the Municipality pertaining to this Master Agreement and the Annual Operating Agreement;
 - h) Ensure that the terms and conditions of the Transit Advertising Agreement between the Authority and the advertising contract company are met, and that the appropriate revenues generated by this contract are credited to the Municipality;
 - i) Negotiate the terms of the Provincial BC Bus Pass and ensure that the appropriate revenue is credited to the Municipality; and
 - j) Prescribe registered user eligibility criteria as detailed in Section 22 of this Master Agreement and designate the procedures, conditions and format for medical validation of an individual's disability as required and described in Section 22 of this Master Agreement and monitor the Municipality's performance of responsibilities in this regard.
- 3.4 Provide Regular Reports to Municipality: The Authority shall, on a periodic basis, as agreed between the Municipality and the Authority, provide the Municipality with the Budget versus Revenue and Expenditure Report which will specify:
- a) The actual costs of service compared to the budgeted costs specified in Schedule "C" of the Annual Operating Agreement;
 - b) The revenue accrued to date, including farebox and other transit revenue (obtained from the Municipality or credited to the Municipality) compared to the budgeted revenue amount; and
- 3.5 Provide Further Regular Reports to Municipality: The Authority shall, on a periodic basis as agreed between the Municipality and the Authority, provide the Municipality with the Budget versus Expenditure report which specifies the direct costs of operation compared to the budgeted cost.
- 3.6 Designate Fuel Supplier: The Authority reserves the right to designate the Municipality's fuel supplier.
- 3.7 Provide Vehicle Specifications: The Authority shall provide specifications for new vehicles which are being acquired by the Municipality and technical support for the maintenance of existing vehicles presently operated by the Municipality.

SECTION 4 – FURTHER RESPONSIBILITIES OF THE MUNICIPALITY

- 4.1 Responsibilities of the Municipality: In consultation with the Authority and in accordance with this Master Agreement and the Annual Operating Agreement, the Municipality shall also:
- a) Manage and operate the Transit Service, and supply the services set out in the Service Specifications in Schedule "B" of the Annual Operating Agreement and in accordance with the Budget in Schedule "C" of the Annual Operating Agreement, the rules and regulations in Section 9, below, and supply the reports as set out in Section 10, below.
 - b) In accordance with the provisions of the Budget set out in Schedule "C" of the Annual Operating Agreement, operate extra vehicles for the purposes of overloads as may be warranted, but shall not schedule these services beyond five consecutive days of operation without the approval of the Authority and the Municipality. Special transit services may also be operated upon prior approval of the Authority and the Municipality in accordance with the provisions of the Budget set out in Schedule "C" of the Annual Operating Agreement;
 - c) Maintain, service and insure the vehicles provided for use in the Transit Service as specified in the lease agreement between the Authority and the Municipality and in accordance with the preventative maintenance program and maintenance directives of the Authority and must comply with the National Safety Code and any other requirements of the Provincial Motor Vehicle Act and Regulations. The Authority and the Municipality require that all vehicles be maintained in strictly safe and dependable condition at all times. The Municipality shall contact the Authority for technical advice prior to undertaking any vehicle repair estimated to cost in excess of the limits established by the Authority and specified in Section 10.1, below.
 - d) Maintain all vehicles in accordance with the following General Maintenance Standards:
 - i) All vehicles shall be cleaned of unnecessary papers, and swept out daily; particular attention shall be given to the cleanliness and repair of seats.
 - ii) Send representatives to BC Transit Maintenance Seminars.
 - iii) All tires shall be checked with a pressure gauge at least once a week when vehicle is being fuelled. Tires should be inflated as per manufacturer's specifications.
 - iv) All vehicles available for service shall be washed on a regular basis in order to maintain them in a reasonably clean condition.
 - v) All Vehicles will be thoroughly flushed and disinfected in cases of passenger sickness or accident.
 - vi) A continuing campaign of thorough interior cleaning of seats, walls, ceiling, windows and driver's area shall be carried out with a target frequency of each transit vehicle having the interior thoroughly and completely cleaned four times annually.
 - vii) All vehicles in use shall be serviced at least once daily for fuel, oil, water and lift or ramp serviceability (if so equipped) at end of shift. Any defects shall be reported to the Municipality designate as soon as possible.
 - e) Use maintenance apprentices where practical. Any proposal to employ apprentices to work on transit vehicles must be presented to BC Transit for consideration and approval by the Manager, Custom & Conventional Fleets. In all cases, the work of an apprentice must be performed under the supervision of a licensed mechanic who accepts responsibility for the work. The apprentice labour rate must also be identified separately in Schedule "D" - Payment Schedule of the Annual Operating Agreement
 - f) Supply the Authority with a list of all vehicles or equipment (other than vehicles leased from the Authority) which are to be used in the execution of this Master Agreement and the Annual Operating Agreement, stating model, make and year; and insure such vehicles in accordance with Section 13, below;
 - g) Provide trained, competent, uniformed and licensed drivers and require such drivers to operate the vehicles and assist the passengers with due care and diligence and use every reasonable precaution to prevent loss or damage to any vehicle because of fire, theft, collision or damage to property or third persons;
 - h) Ensure that its servants, employees, agents contractors and others doing business with the Municipality shall comply strictly with the Rules and Regulations attached hereto as Section 9 and the conditions in the Custom Transit Drivers Manual (applies to Custom and Paratransit only) produced by BC Transit;
 - i) Collect from each passenger such fare as set out in the Transit Service Tariff, being Section 12 of this Agreement and Schedule "E" the Annual Operating Agreement;
 - j) Be responsible for the collection and security of farebox revenues and the transfer of such revenue to an official or bank designated by the Municipality;

- k) Maintain a Transit telephone information service, to be attended by a competent representative at all times during normal business hours to provide accurate information with respect to the service specification, missed, unmet or late trips, tariff and rules and regulations. The Municipality shall maintain a complete log of all complaints and suggestions, to include date of call, name and address of the calling party, nature of complaint or inquiry, and the action taken to rectify the matters in question. The Municipality shall respond to written complaints from the public with respect to the operation of the Transit Service, and refer suggestions to the Municipality. For demand responsive transit service the Municipality shall maintain a telephone service that may be used by the riders to reserve, cancel and reinstate service. The Municipality shall train all of its staff in customer service relations through a formal training course and shall instruct its staff members to treat customer service as a major component of its daily provision of service.
- l) Ensure that all vehicles (where applicable) should be equipped with a properly functioning communication system, and the drivers shall maintain a listening radio contact with central dispatch most times during a trip.
- m) Maintain a dispatch service for the custom/paratransit service as described in service specifications notes, Section 8.
- n) Be responsible for the processing and security of all lost property found by an employee or other person on all vehicles. Such processing and security shall ensure maintenance of a log of items found and the issuance of proper receipts to all persons involved when the lost property is returned to the owner or disposed of in a manner keeping with Municipal practices
- o) Inspect the on-street facilities and inform the Municipality of any maintenance or upkeep required;
- p) Keep such records as may be required by the Authority and the Municipality as set out in Section 10, and any other information requested that is available;
- q) Provide the Authority with an audited financial statement upon request;
- r) Be responsible for placing, changing, maintaining and storing interior and exterior transit advertising material in accordance with instructions provided from time to time by the advertising contract company designated by the Authority and Municipality and the fixed costs provisions of Schedule "C" of the Annual Operating Agreement; (if applicable);
- s) Take all necessary and reasonable measures to maintain service during adverse operating conditions, detours and emergencies;
- t) Without the prior written consent of the other parties to this Master Agreement, shall not enter into any Agreement which would adversely affect the budget, Schedule "C" of the Operating Agreement, or the level of service as specified in Schedule "B" of the Annual Operating Agreement to be provided during the term of this Master Agreement or in subsequent periods;
- u) Without prior written consent by other parties, shall not substantially change the corporate structure by way of shareholders, directors or management.

Item "m" applies to Custom and Paratransit Only

- 4.2 The Municipality confirms and, for greater emphasis, covenants that, save as disclosed in writing by the Municipality prior to the signing of this contract, no Director, officer or employee of BC Transit or an associate of such Director, officer or employee:
- i) has any interest in the Municipality whether by way of ownership, management or control, employment or otherwise including any contractual relationship; or
 - ii) has or is entitled to have any interest in this contract or any benefit arising therefrom.
- 4.3 The Municipality further covenants and agrees that the provisions contained in Section 4.2 above, is a fundamental condition of this contract, and any breach thereof shall entitle BC Transit, at its sole discretion, to terminate this contract whereupon:
- i) the Municipality shall reimburse BC Transit for any loss which it sustains as a result of termination; and
 - ii) the Municipality shall waive and be deemed to have waived any right or recourse or claim for compensation against BC Transit thereby arising;
- 4.4 It is the responsibility of the Municipality to:
- i) maintain proper books of account and supporting records, including audit trails from books of account back to source documents.
 - ii) Be responsible for maintaining records of passengers carried and revenue collected including books of account back to daily passenger and revenue records. Such revenues shall be delivered to the Municipality monthly or as required by the Municipality;

Item 4.3 (ii) applies to Custom and Paratransit Only

SECTION 5 - INDEMNITY

- 5.1 The Municipality shall indemnify and save harmless the Authority from any suit, claim, loss, damage of any nature or kind whatsoever arising out of or connected with the Transit Service provided by the Municipality pursuant to this Master Agreement and/or the Annual Operating Agreement; and without restricting the generality of the foregoing shall conform to the insurance requirements of Section 13 of the Annual Operating Agreement. Without restricting the generality of the foregoing, the Municipality shall conform to the insurance requirements of Section 13 of the Annual Operating Agreement and maintain in effect such employee benefits and insurance as required by law or collective agreement.

SECTION 6 - PAYMENT ALTERATIONS

- 6.1 Variable Costs: Failure by the Municipality and/or its employees to provide service in accordance with the Service Specification shall result in a deduction from the Variable Cost payments, as specified in Schedule "D" of the Annual Operating Agreement. The Municipality shall not be penalized with reduced payments when routes are obstructed by snow or other similar "Acts of God" or work projects performed by or for the Municipality. Obstruction caused by other parties shall result in adjustments as outlined above. A written statement of deleted Revenue Hours and deleted Revenue Kilometres shall be submitted monthly to the Authority stating: the amounts of losses, dates, time and causes. The Variable Hourly Rate will be adjusted based on changes to the Canada Pension Plan and Employment Insurance rates used to calculate the Variable Hourly Rate. The Municipality will be compensated for increases in these rates above those used for the Variable Hourly Rate calculation and the Authority requires repayment for decreases in these rates
- 6.2 Fixed Costs: In the event that the Municipality fails in the due performance of any part of this Master Agreement and/or the Annual Operating Agreement, the Municipality and the Authority may agree, at their discretion, to make such arrangements as they consider necessary to provide the services which are the subject of this Master Agreement. In the event of any such failure to perform, a pro rata allocation of Fixed Costs, as specified in Schedule "D" of the Annual Operating Agreement, Section 1(b) shall be deducted for each day or part day that such failure continues. Any loss, damage or deficiency that may in consequence arise shall be deducted out of any moneys otherwise payable to the Municipality under the terms of this Master Agreement and/or the Annual Operating Agreement and should said moneys so deducted not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Municipality.
- 6.3 Fuel Costs:
In the event that the diesel fuel costs specified in Section 1(e) of Schedule "D" of the Annual Operating Agreement is exceeded (if applicable), the Municipality may request payment in writing in accordance with the Variable Distance provision contained in Schedule "C" of the Annual Operating Agreement to receive compensation for the difference between the price specified in Section 1(e) of Schedule "D" of the Annual Operating Agreement and the actual price paid for such fuel. In the event that fuel prices fall below the diesel fuel price specified in Section 1(e), Schedule "D" of the Annual Operating Agreement, the Authority shall require repayment for the difference between the price specified in Section 1(e), Schedule "D" of the Annual Operating Agreement and the actual price paid for such fuel. In either case, amendments must be made monthly and documented by an example of the fuel supplier's invoice for each price change and a schedule detailing the volume of fuel purchased during the term of the Annual Operating Agreement up to and including the period for which payment is being requested.

SECTION 7 - TRANSIT SERVICE AREA

- 7.1 Transit Service Area: The boundaries of the Transit Service Area shall be as defined in Schedule "A" of the Annual Operating Agreement.

SECTION 8 - SERVICE SPECIFICATION NOTES

- 8.1 Specification Summary: For purposes of this Service Specification, Scheduled Revenue Service is calculated according to the current Public Timetable. With reference to the Payment Schedule in Schedule "D" of the Annual Operating Agreement, Revenue Hours and Kilometres (if applicable) are detailed in Schedule "B" of the Annual Operating Agreement.
- 8.2 Extra (Overloads and Special) Service: Subject to the availability of Extra Service funds in the Budget, being Schedule "C", of the Annual Operating Agreement, the Municipality shall:
- a) have the capability of operating additional vehicles for the purposes of overloads or special services, and shall operate such services given the availability of vehicles and reasonable advance notice. The Municipality shall be paid for the operation of extra service at the rates set forth in Schedule "D" of the Annual Operating Agreement; and
 - b) be empowered, within the conditions of Section 4 (1) (b), to operate additional vehicles without prior approval in order to prevent a pass-up of passengers due to full loading of a vehicle, or in reasonable expectation of a pass-up, or to maintain regular service under adverse operating conditions. The Municipality shall be paid at the rates set forth in Schedule "D".
- 8.3 Specification Amendment: The Municipality shall be notified of any and all intentions to amend or modify the Service Specification contained in Schedule "B" of the Annual Operating Agreement at least one (1) month in advance of the intended effective date of the proposed amendment. All amendments to the services specified in this Schedule "B" shall be documented in Amendments to this Schedule, and shall contain a detailed description of the amendment. Amendments to the Service Specification within the terms of this Agreement shall only be proposed when the estimated cost of the amendment is within the contingency provision of the Budget contained in Schedule "C".
- 8.4 Operating Procedures, Reservations and Dispatching: In the event that the Municipality provides accessible building entrances service for eligible users, the Municipality shall:
- i) provide general information to callers regarding the transportation service provided for the persons with a disability, including user registration information;
 - ii) accept as many non-regularly and regularly scheduled trips as possible consistent with passenger capacity and the availability of vehicles;
 - iii) notify callers of alternate service times where unable to supply requested service time;
 - iv) accept notice of cancellations or reinstatement of service and adjust service accordingly;
 - v) schedule trips in such a manner that the number of passengers carried per unit of distance/time travelled is maximized;
 - vi) endeavour to pick up and deliver passengers at the prescheduled times to the best of their ability;
 - vii) be able to provide Special Group Trips periodically, at times when vehicles and drivers are available and do not disrupt scheduled service. Special Group Trip service will be provided at an hourly rate to facilitate full cost recovery as outlined in Schedule "D" of the Annual Operating Agreement. Special Group Trips will not exceed the boundaries of the ICBC coverage (160 KMS) unless written permission is given in advance by the Municipality and BC Transit.

Item "8.4" applies to
Custom and Paratransit
Only

Item "8.5" applies to
Custom and Paratransit
Only

8.5 Taxi Supplement Service:

Where the service for custom and paratransit includes the use of a taxi supplement as specified in Schedule "C" of the Annual Operating Agreement, taxis are to be dispatched by the custom transit Municipality. Taxis must be used in the same manner as regular custom transit vehicles i.e. as a shared-ride public transit service. Except in circumstances where overall productivity of the system will benefit, taxis should not be used to provide an exclusive ride service.

The Municipality will give company(s) with wheelchair accessible vehicles the first opportunity to provide service. If they are unable to accommodate the ride(s), then a company with non-accessible taxis may be used.

SECTION 9 - RULES AND REGULATIONS

The Municipality shall ensure that all drivers adhere to the following rules and regulations.

- 9.1 Drivers shall deal in a courteous and professional manner with passengers at all times. All drivers and other employees in contact with the public shall be fully conversant with the custom transit user eligibility criteria (where applicable), service schedules, timetables, fares, and the applicable Rules and Regulations in this Section.
- 9.2 The Municipality shall set and enforce standards of dress and grooming for its employees, within the limitations imposed by the BC Human Rights Code or any other law, and shall be subject to periodic scrutiny and approval by the Authority.
- 9.3 The Municipality shall maintain a reliable clock at its operation centre, to be checked daily against a reliable standard; and shall ensure that its employees operate according to this standard.
- 9.4 Route and destination signs are to be correctly displayed for the next trip immediately prior to the completion of the previous trip.
- 9.5 Transit drivers are required to announce all route deviations and temporary bus stop changes.
- 9.6 A driver shall not unreasonably refuse passage to any passenger, but reserves the right to refuse to carry in any transit vehicle and order to leave the transit vehicle, any person who is ill to the point of endangering the health of other passengers, intoxicated, boisterous, disorderly or profane, or who for any other reason may be offensive or dangerous to the driver or other passengers, or property of passengers, the Authority or the Municipality. A person refused passage should not be left at any point where he/she is likely to be exposed to danger. Extreme care shall be observed in this respect during cold or inclement weather, late at night, or when the passenger is intoxicated. The Municipality may refuse service to any individual whose wheelchair in the opinion of the Municipality, poses a safety hazard to the occupant or to the other passengers in the vehicle.
- 9.7 With the exception of a Guide Dog accompanying a blind person or hearing disabled person, dogs and other pet animals are not to be carried on vehicles.
- 9.8 Folded baby buggies and large packages may be carried only when they cause no inconvenience or obstructions to other passengers. The Municipality may refuse to allow any passenger to bring on board any vehicle anything that in its opinion might cause danger or inconvenience to its employees or other passengers, or might soil or damage property of its employees, other passengers, the Municipality, the Municipality or the Authority.
- 9.9 Smoking or the consumption of beverages by passengers and drivers inside any vehicle in service is prohibited.
- 9.10 Passengers must deposit own fare in the farebox; drivers are not permitted to handle money or tickets except when the passenger is unable to do so. The farebox inspection plate shall be tripped after each deposited fare.
- 9.11 Public Timetables shall be available on board all vehicles when in service.
- 9.12 Solicitation of passengers on transit vehicles by drivers or others for purposes not required under this Master Agreement and/or the Annual Operating Agreement is forbidden.
- 9.13 Driver Assistance Policy
- a) The custom transit service provides service to and from accessible building entrances. The driver shall assist the passenger from the door at the pick-up point, to the door at the drop-off point.
 - b) Drivers shall assist individuals who may have difficulty securing their own seat belts. Drivers shall safely secure wheelchairs once inside the vehicle. Drivers shall endeavor to ensure that all passengers use seat belts as required under by the British Columbia Motor Vehicle Act. The definition of assistance does not require the carrying of an individual up or down steps, or the carrying of parcels to and from the vehicles.

Items "9.4 & "9.5" apply to Conventional and Paratransit fixed route/fixed scheduled services only

Item "9.10" applies to Conventional and Paratransit Only

Item "9.13 applies to Custom and Paratransit Only

Item "9.14 applies to
Custom and Paratransit
Only

9.14 Passenger Escort and Attendant Policy –

- a) Passengers requiring assistance beyond that outlined in above must travel with an attendant.
- b) Escorts and attendants should as a general rule be picked up and dropped off at the same point as the registered user they are accompanying.
- c) Registered users wishing to travel with an escort or attendant must notify the dispatcher when booking the trip. Escort trips may be limited due to space restrictions.

Item "9.15" applies to
Custom and Paratransit
Only

9.15 Cancellation and No-Show Policy –

- a) Users will be encouraged to cancel trip requests as soon as possible.
- b) Habitual no-shows or non-cancellations may be grounds for a review and potential temporary suspension of registrant privileges by the Municipality. The Municipality shall advise the Authority of any such situations prior to implementing any suspension of privileges.

9.16 Stopping Policies: Vehicles will stop for boarding or alighting passengers upon request at all designated bus stops, flag stops and safe spots which may be established by the Municipality, and which meet safety and operating requirements of the Municipality. Vehicles will carry passengers at all times when in Revenue Service unless otherwise specified.

9.17 Scheduled Transfer Connections: As indicated by the schedules or as directed by dispatch, timed transfer connections are designed for the convenience of passengers and the Municipality will endeavour to ensure that such connections can be made whenever practicable.

SECTION 10 - REPORTS

The following reports shall be prepared by the Municipality on a regular basis and submitted to the Authority:

10.1 Monthly:

- a) Report of Costs Incurred in Transit Operations
- b) Fuel and Kilometre Report
- c) Work Orders for Vehicle Repair including the Authority's authorization number for all vehicle repairs in excess of \$1,500.00 for conventional transit and \$500 for custom and paratransit.
- d) Monthly Revenue Service Checklist – Applies to Conventional Transit Only
- e) Road Call Analysis Report – Applies to Conventional Transit Only
- f) Custom/Paratransit Monthly Statistics Summary – Applies to Custom and paratransit Only
- g) Taxi Saver Sales Record & Inventory Control and Taxi Saver Monthly report – If Applicable
- h) Maintenance Cost Tracking Report – Applies to Custom and Paratransit Only

10.2 Within 24 hours of a passenger or vehicle accident:

- a) Vehicle Accident Report Form. In the case of serious personal injury as a result of an accident, the Authority should be notified as soon as possible during normal office hours.

10.3 On Request:

- a) Complaint Log
- b) Maintenance circulars supplied by the Manager of Conventional and Custom Fleet.
- c) Trip Request and Driver Log Forms – Applies to custom and paratransit only
- d) Maintenance Invoices
- e) Separate Custom and Paratransit Report for Special Group Trips

SECTION 11 - MARKETING

The Authority shall provide:

- 11.1 Telephone Listings: For the purpose of convenient access to information and inquiries, a Yellow Pages Directory telephone listing will be arranged by the Authority.
- 11.2 Public Timetables: A system timetable will be produced for each major system revision, and will be reprinted as required.
- 11.3 Rider's Guide Supplements: A timetable supplement will be issued for individual route, schedule or other significant service changes where warranted for the convenience of the public.
- 11.4 Interior Vehicle Advertising: Within the terms of the Transit Advertising Agreement, the Authority and the Municipality shall provide advertising or notices related to the Transit Service, for the interior advertising spaces on the vehicles.
- 11.5 Newspaper Advertising: A program of newspaper advertising conforming to the Authority's graphic identity standard will be implemented to advertise changes in routes, schedules or fares, as approved by the Municipality; and special services that may be operated from time to time, as approved by the Municipality.
- 11.6 Radio Advertising: A program of radio advertising may be implemented to advertise changes in routes, schedules or fares, as approved by the Municipality; and special services that may be operated from time to time, as approved by the Municipality.
- 11.7 Bus Stop Decals: Decals will be supplied for vehicle stop signs as required.
- 11.8 General Promotion: Additional media to be employed in the promotion of the Transit Service may include press releases for significant events, complimentary public and institutional promotion; and major schedule and information displays.
- 11.9 Bus Stop Signs: will be provided for designated stops. Poles, installation and maintenance are the responsibility of the Municipality.

SECTION 12 - TARIFF NOTES

12.1 Passenger Categories: There shall be the following passenger categories:

- a) Child - a person who is under five (5) years of age.
- b) Student - a person, other than a child, who is:
 - i) under the age of 21 years; and
 - ii) regularly attending classes at a public or private school at or below the level of Grade 12; and
 - iii) the holder of a current Student I.D. Card or other identification approved by the Municipality.
- c) Senior - a person who is sixty-five (65) years of age or over and the holder of valid identification.
- d) handyDART Registrant -- Eligible handyDART user in possession of a valid handyPASS.
- d) Adult - a person not defined as a child, student or senior.
- e) Concession Pass -- Student/ Senior or handyDART Registrant user as defined above.
- f) Accessible Transit Attendant-a person accompanying a registered handyDART user in possession of a valid handyPASS.

12.2 Mode of Payment: There shall be the following modes of payment:

- a) Fare - an entitlement to ride upon the services of the Transit Service, as defined in terms of the Passenger Category, time and Zones of travel.
- b) Cash - legal tender issued by the authority of the Government of Canada for use as money, or the equivalent in legal tender issued by the authority of the Government of the United States of America for use as money
- c) Ticket - a prepaid form of fare, issued by the Municipality, for use in lieu of cash, for payment of a single fare.
- d) Single Fare - payment of a fare by means of cash or ticket, for individual travel within designated zones, and within a specified period of time.
- e) Transfer - a transfer issued by the Transit Service upon payment of a single fare, to enable a passenger to travel within specified fare zones, within a specified period of time.
- f) Pass - a pass issued under authority of the Transit Service for use as a fare, subject to specified terms of use.
- g) One-day Pass - a Pass valid only on the date of issue
- h) Monthly Pass - a Pass valid only for the month issued.
- i) Student Pass - a Pass valid only for the month issued.
- j) Multi Trip Ride Card -- a card valid for 1-20 prepaid rides
- k) 30 Day Trip Card -- a card valid for 30 consecutive days after first validation.
- l) Time Based Card -- a prepaid card of more than 30 day duration.
- m) BC Bus Pass - a Pass available to BC residents who receive:
 - Federal Guaranteed Income Supplement with the Old Age Security Pension or Spouse's Allowance (60 years and older);or
 - Disability allowance under BC Benefits (18-64 years of age)
- n) Canadian National Institute of the Blind Pass -- a pass available to those who are certified by the Institute and are residents of B.C.
- o) Multi-Destination Trips --
Single trip requests with two or more destinations booked shall be scheduled and dispatched so that each link between a particular pair of requested destinations is considered as a separate trip request with a separate fare charged for each.

Item "o" applies to Custom
and Paratransit Only

12.3 Terms and Conditions: There shall be the following terms and conditions:

- a) Young Children - Not more than four children under five years of age who board a vehicle with, and who are at all times accompanied by an Adult, Student or Senior, shall be carried free.
- b) Proof of fare when boarding - Each passenger boarding a transit vehicle must present proof of a valid fare by means of either:
 - i) deposit of correct Fare in the farebox, plus presentation of any entitlement to a reduced fare; or
 - ii) presentation of a valid Transfer or Pass.
- c) Transfer - A Transfer will be issued and honored only upon compliance with all of the following conditions:
 - i) issued only at time a valid single fare is paid;
 - ii) valid only on day issued, for the specified amount of time from the time issued noted in Schedule E of the Annual Operating Agreement;
 - iii) valid for use only by the individual for whom originally issued;
 - iv) valid for travel towards or within the fare zone indicated by transfer color and/or punch mark;
 - v) valid only when presented face-up and unfolded; void if mutilated or altered;
 - vi) not valid for re-use on vehicle of origin within first 15 minutes of issue, except at a terminal or layover point.
- d) BC Bus Pass - A Provincial Pass honored only upon compliance with all of the following conditions:
 - i) valid only for year indicated;
 - ii) valid within all fare zones;
 - iii) valid only when presented face-up and unfolded; void if mutilated or altered;
 - iv) valid only when presented with signature of bearer.
- e) CNIB Pass - A Canadian National Institute of the Blind pass will be honored only upon compliance of the following conditions:
 - i) valid only for year indicated;
 - ii) valid within all fare zones;
 - iii) valid only when presented face-up and unfolded; void if mutilated or altered;
 - iv) valid only when presented with signature of bearer.

SECTION 13 - INSURANCE

- 13.1 Insurance: The Municipality and the Authority shall purchase and maintain in force throughout the term of this Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the Municipality shall deposit with the Authority, copies of the insurance policies the Municipality is required to purchase in accordance with this Master Agreement and the Annual Operating Agreement.
- 13.2 Minimum Insurance Coverage Requirements: The following minimum insurance coverage shall be purchased and maintained throughout the term of this Master Agreement and the Annual Operating Agreement:
1. Vehicle Insurance:
 - a) The Municipality shall purchase and maintain insurance on all vehicles used by the Municipality in the operation of the Public Passenger Transportation System under this Agreement as follows:
 - i) Third party liability insurance of One Million Dollars (\$1,000,000.00) purchased from the Insurance Corporation of British Columbia.
 - b) The Authority shall purchase and maintain insurance on all revenue vehicles used by the Municipality in the operation of the Public Passenger Transportation System under this Agreement as follows:
 - i) Third Party Liability insurance in excess of One Million Dollars (\$1,000,000.00) to a total limit of Twenty-Five Million Dollars (\$25,000,000.00).
 - ii) Collision or upset insurance \$1,000.00 deductible.
 - iii) Comprehensive insurance covering hazards such as fire, theft, vandalism, glass breakage, falling trees, wind-storms, etc. \$500.00 deductible.
 2. Physical Assets Leased from the Authority (where applicable)
 - a) The Authority shall purchase and maintain insurance on all Physical Assets leased from the Authority, pursuant to the terms of the individual lease agreements with the Municipality and respecting said Physical Assets.
 - b) Without limiting the generality of the foregoing, such insurance shall be in the name of the Authority and shall include a waiver of subrogation against the Municipality. The insurance shall be in accordance with the laws in force and in effect in the Province of British Columbia.
 - c) The amount of such insurance for the respective categories of Physical Assets shall be not less than as follows:
 - i) Buildings and Structures Including Leasehold Improvements. The Authority shall purchase and maintain insurance on all buildings and structures on a standard all risk form including boiler explosion, flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by the Authority.
 - ii) Other Chattels and Equipment. The Municipality shall purchase and maintain insurance on all chattels and equipment not otherwise insured under this Schedule against loss or damage from all risks, in an amount not less than the full replacement value thereof.
 - 3) Physical Assets Owned by the Municipality or Leased from a Party other than the Authority (where applicable)
 - a) The Municipality shall purchase and maintain insurance on all Physical Assets owned or leased by them from a party other than the Authority, to the same extent as specified in Section (2), above, except that contrary to Section (2) the Municipality shall determine the full replacement value thereof.

- 4) Comprehensive General Liability Insurance:
- a) The Authority shall take out and maintain Comprehensive Third Party General Liability Insurance covering the operation of the Public Passenger Transportation system specified in Schedule "B" of the Annual Operating Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance shall include the Municipality as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties.
 - a) The Authority's comprehensive general liability insurance does not extend to cover non-transit activities a company may be engaged in unless specifically arranged for. If the Municipality performs work outside of the terms of this Master Agreement and/or the Annual Operating Agreement, the Municipality will require separate C.G.L. coverage for that work.
- 5) Additional Covenants:
- a) The Municipality covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Agreement by any person, or in any way, or for any purpose, contrary to the provisions of the Insurance (Motor Vehicle) Act or any regulations pursuant thereto. The Municipality shall indemnify and save harmless the Authority from any breach of this covenant.
 - b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this Section 13.

SECTION 14 - PREVENTION OF WORKPLACE HARASSMENT POLICY

- 14.1 Vision: The Municipality shall be committed to the prevention of harassment in the workplace and recognizes its responsibility to create an environment based on mutual respect, cooperation, and understanding which is shared among all employees. The Municipality will make every effort to ensure that no employee or anyone having a work relationship with any employee, is subjected to any form of harassment. The Municipality accepts, without qualification, that every employee is entitled to a work environment that is free of any form of harassment.
- 14.2 Responsibility: The Municipality is responsible for understanding what harassment is, its ramifications and ensuring that the workplace is harassment free. All employees have a responsibility not to harass any other employee(s). Managers and Supervisors have a positive responsibility to create and maintain a work environment free of all forms of harassment. They must demonstrate leadership through action and example by preventing and discouraging workplace harassment. The Municipality and its employees shall:
- (i) understand and uphold the principles of this policy and the BC Human Rights Act;
 - (ii) not engage in behavior contrary to this policy and ensure that all employees within its workplace are treated fairly and equitably;
 - (iii) communicate the Municipality's objective to create and maintain a harassment free work environment;
 - (iv) not allow, condone, or ignore workplace behavior contrary to this policy; and
 - (v) respond appropriately to complaints of harassment.
- 14.3 Confidentiality: The Municipality will make every reasonable effort to ensure that the name of the complainant and/or circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purposes of investigation or disciplinary action. Confidentiality is not the same as anonymity. If a complainant chooses to pursue a complaint, he or she must be prepared to be identified so the respondent is informed of the allegations and has the opportunity to respond.
- 14.4 Definitions: The following definitions shall apply to this Section 14 of this Master Agreement:
- (a) **"Employees"** shall mean all of the Municipality's employees, supervisors, managers and Board members (if applicable) for the purpose of this policy.
 - (b) **"Harassment"** shall mean any unacceptable, unwelcome conduct or comment that has the effect of:
 - (i) causing intimidation or humiliation to any employee, or
 - (ii) undermining the employment relationship, or
 - (iii) on reasonable grounds, being perceived as placing an improper condition on employment or
 - (iv) being considered discriminatory under the BC Human Rights Act.

Harassment may occur during an incident or over a series of related or unrelated incidents.

Harassment may take place at work or away from work, or between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

Harassment can include, although is not limited to, the following actions and/or behaviors: verbal or physical abuse, derogatory remarks; display of pornographic or offensive materials; unwelcome invitations or request; jokes inconsistent with this policy; innuendoes or taunts about a person's body or beliefs; unnecessary physical contact; threats; leering; outright physical assault; intimidation; practical jokes that cause awkwardness or embarrassment; and retaliation against an individual who has made a complaint of harassment.

An action or behavior can become harassment if it is perceived as such, regardless of the intention of the initiator.

The British Columbia Human Rights Act prohibits discrimination against a person with respect to employment or any term or condition of employment because of race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

- (c) Sexual harassment can include, although it is not limited to the following actions and/or behaviors: sexual advances, requests for sexual favors, or other verbal or physical conduct by a person who knows or ought reasonably to know that the context or comment is unacceptable and/or unwelcome.
- (d) Improper condition on employment is when the conduct or comment:
 - i) is accompanied by a reward, or an express or implied promise of a reward, for compliance, or
 - ii) is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply, or
 - iii) is accompanied by actual denial or threat of denial of opportunity for refusal to comply, or
 - iv) has the effect of creating an intimidating, hostile, or offensive environment.

SECTION 15 - CANCELLATION

15.1 Cancellation by the Authority or the Municipality: In the event that the Authority or Municipality decides to terminate this Agreement for any reason whatsoever, the Authority or Municipality shall provide at least Ninety (90) days prior written notice of its decision to terminate this Agreement.

SECTION 16 - SETTLEMENT OF DISPUTES

16.1 Arbitration: In the event of any dispute arising between or among the parties as to their respective rights and obligations under this Master Agreement and/or the Annual Operating Agreement, or in the event of a breach of this Master Agreement and/or the Annual Operating Agreement, the parties agree to use their best efforts to find resolution through a mediated settlement. However, in the event that mediation is not successful in finding a resolution satisfactory to both parties, any party shall be entitled to give to the others notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matter then in dispute, agree to submit the same to a single arbitrator in accordance with the applicable statutes of the Province of British Columbia.

SECTION 17 - TERM AND RENEWAL

17.1 Term of Master Agreement: The term of this Master Agreement shall be in effect indefinitely except as otherwise provided herein. The term of the Annual Operating Agreement shall be one year. It is acknowledged by the parties that in the event of termination or non-renewal of the Master Agreement or the Annual Operating Agreement, both agreements shall likewise be so terminated or not renewed, as the case may be.

SECTION 18 - SCHEDULES

18.1 Schedules: The schedules attached hereto shall form part of this Agreement and be binding on the parties hereto as though they were incorporated into the body of the Agreement.

SECTION 19 - AMENDMENT

19.1 Amendment: This Master Agreement, the Annual Operating Agreement and the Schedules attached thereto, may be amended only with the prior written consent of all parties.

SECTION 20 - ASSIGNMENT

20.1 Assignment: This Master Agreement and the Annual Operating Agreement shall not be assignable without the prior consent of the other parties.

SECTION 21 - ENUREMENT

21.1 **Enurement:** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

Section 22 applies to
Custom transit only

SECTION 22 - ELIGIBILITY GUIDELINES

Custom Transit provides transit service to and from accessible building to accessible building for persons with disabilities who are unable to use the regular fixed-route transit system without assistance. B.C. Transit Regulation under the British Columbia Transit Act designates the following persons as eligible for custom transit service:

Persons with a disability means a person

- a) Who is 18 years of age or older
- b) Who, as a direct result of a severe mental or physical impairment,
 - i) Requires extensive assistance or supervision in order to perform daily living tasks within a reasonable time, or
 - ii) Requires unusual and continuous monthly expenditures for transportation of for special diets or for other unusual but extensive and continuous need, and
- c) Who has confirmation from a medical practitioner that the impairment referred to in paragraph (b) exists and
 - i) Is likely to continue for at least 2 years
 - ii) Is likely to continue for at least one year and is likely to recur.
 - iii) persons who have a disability, either permanent or temporary, confirmed by a medical practitioner that is sufficiently severe that the person is physically unable without assistance to use conventional transit service."

Section 23 applies to
Custom transit only

SECTION 23 - USER REGISTRATION PROCESS

The Municipality shall implement the following procedures and shall apply to the registration of custom transit service users:

- a) The potential user telephones or writes the Municipality. The Municipality requests information respecting the person's disability that prevents them from using conventional public transit. A trip for the user may be scheduled at this time. All potential users must complete a custom transit Application Form and, if required, a Medical Verification Form.
- b) The driver is to provide new users with a custom transit system Rider's Guide at the first pick-up.
- c) If the driver, when providing service, feels the user's eligibility for service is questionable, the matter is to be brought to the attention of the manager of the Municipality. The Municipality is to request that the user submit, within 30 days, a Medical Verification form verifying the user's inability to use fixed-route public transit. This form is to be returned to the Municipality.

The custom transit Application Form and Medical Verification Form is to be supplied by the Authority. The application sets out the eligibility guidelines described in Section 22. Verification of the application is to be done by a medical practitioner, or by a senior official of a recognized social service or health agency.

The Municipality will determine eligibility based on the written application and inform the user of the decision. If no application with verification is received within 30 days, the Municipality may determine that the person is not eligible and discontinue service. The Municipality is to maintain all completed application forms on file.

- d) All user records are the property of the Authority. The Municipality and the Authority shall keep records in a strictly confidential manner. The Authority shall have access to review the Municipality's user records at all times.
- e) Twice a year, the Municipality is to remove records of persons who have not used the service for six months and retain these records in an inactive file.
- f) The Authority reserves the right to monitor the Municipality's fulfilment of its obligations respecting user registration by:
 - i) examining user registration records and user application forms;
 - ii) on-board checks;
 - iii) drawing a sample of users and requesting that they submit a written application to verify eligibility.

SECTION 24 – Incorporation of Master Agreement into Annual Operating Agreement

Upon execution, this Master Agreement shall be deemed to be integrated into the current Annual Operating Agreement, once executed, and thereafter the Master Joint Operating Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for purposes of the British Columbia Transit Act, as amended from time to time.

SECTION 25 - Notices and Communication

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

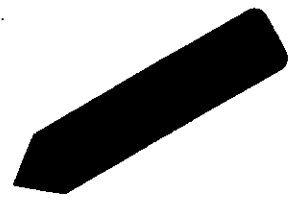
THE REGIONAL DISTRICT OF NANAIMO
c/o General Manager, Community Services
Regional District of Nanaimo
6300 Hammond Bay Rd.
Lantzville, BC V0R 2H0

and to: **BC TRANSIT**
c/o President & CEO
520 Gorge Road East
Victoria, BC V8W 2P3

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this day of , 20 .

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF NANAIMO has been hereto affixed in the presence of:



THE COMMON SEAL OF BRITISH COLUMBIA TRANSIT has been hereto affixed in the presence of:

PRESIDENT AND CEO

CORPORATE SECRETARY



REGIONAL DISTRICT OF NANAIMO			
MAR 27 2001			
CHAIR		GMCrs	
CAO		GMDS	
GMCmtS		GMES	

MEMORANDUM

TO: Neil Connelly
General Manager of Community Services

DATE: March 15, 2001

FROM: Mike Donnelly
Manager of Transportation Services

FILE:

SUBJECT: HandyDART – Monthly Fare Pass

PURPOSE

To bring forward a proposed modification to the HandyDART fare structure.

BACKGROUND

The HandyDART system in the year 2000 carried over 55,000 trips in the Nanaimo and Parksville / Qualicum Beach areas. While many of the trips carried throughout the year are infrequent to moderately frequent in nature there are a number of trips that are taken every day from Monday to Friday. Frequent use normally reflects medical or educational needs that require daily attendance.

The existing fare structure includes cash fares of \$2.50 per ride and tickets sold at a 10% discount for a fare of \$2.25. There is also a \$0.25 reduction in full cash fares if a person carries a Leisure Economic Access Policy (L.E.A.P.) card issued by the City of Nanaimo's Parks & Recreation Department.

There have been a number of requests to review the possibility of establishing a monthly pass for HandyDART users. In the Transit Business Plan adopted in 1998 there was references made to the need to develop prepaid fares for HandyDART over and above the tickets offered. Those people with established repeating rides would use monthly passes every day of the week. Established, repeating rides can only be attained by those people registered with HandyDART and who require the transportation for health, work and education needs. Health needs includes those people that require ongoing medical treatment or therapy. Education and work trips primarily include those people that attend facilities for mentally and behaviorally impaired persons.

Advantages to the user would be convenience and reduced cost for their transportation needs. Many HandyDART customers using the service face mental, behavioral and physical challenges. With a convenient form of payment such as a monthly pass there is less possibility for confusion with missing cash fares or lost tickets.

From the service provider's point of view the convenience of a monthly pass would mean less time spent processing fares. This would provide for more time to work with our customers and to get them to their destinations. From an administrative perspective it is very useful to reduce the number of cash and ticket fares as each method requires tracking and accounting all of which requires time.

This pass would be available for use, as are the HandyDART tickets, on the Transit system as well. This would assist in moving people to Transit from HandyDART where possible. This is one of the goals of the Transit Business Plan. The retail outlets that sell pre-paid fare products for Transit at this time would be approached to sell monthly HandyDART passes and tickets. Initial discussions with a number of those vendors suggest that they would be willing to take on the sale of these products.

A monthly pass would be based on the fare structure established for Transit passes. Based on an average of 22 days of use per month the cost for the pass would be the regular one way fare multiplied by 30 or \$75.00 per month.

Examples of monthly passes for HandyDART exist in Kelowna, Victoria and Comox. While the fares vary for each jurisdiction they have all approached the concept of the monthly pass for the same reasons detailed above.

ALTERNATIVES

1. Approve the development of a monthly pass for HandyDART.
2. Do not approve the development of a monthly pass for HandyDART.

FINANCIAL IMPLICATIONS

The implementation of a monthly pass would result in a reduction in annual revenue in 2001 of approximately \$10,100. With an anticipated increase in riders per hour for the system moving from 3.0 to 3.5 there would be no net significant effect on the fare revenue for 2001.

CITIZEN IMPLICATIONS

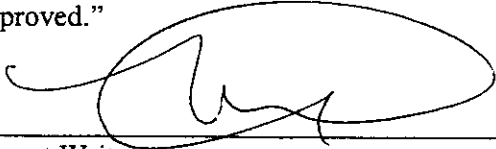
HandyDART customers have requested a monthly pass for economic and convenience reasons. The Transit Business Plan supports this concept. There would be a favorable response to the development of this product by both users and HandyDART service providers alike.

SUMMARY/CONCLUSIONS

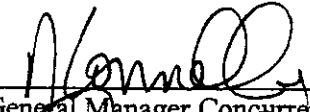
The development of a monthly pass for HandyDART was discussed in the Transit Business Plan. Since the adoption of that plan there have been a number of requests from users to establish such a pass. Monthly passes bring a level of convenience and cost savings to the user and reduced time and administrative activity to the service provider. The revenue impact for the initial implementation of this pass would be offset by the increase in revenue associated with increased ridership.

RECOMMENDATION

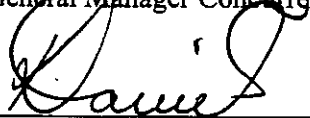
That "A HandyDART pre-paid monthly pass in the amount of \$75.00, effective May 01, 2001 be approved."



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:



REGIONAL DISTRICT OF NANAIMO			
MAR 28 2001			
CHAIR		GMCrS	
CAO		GMDS	
GMCrS		GMES	
GESC ✓			
_____		DATE:	_____
_____		FILE:	_____

MEMORANDUM

TO: Neil Connelly
General Manager of Community Services

DATE: March 14, 2001

FROM: Mike Donnelly
Manager of Transportation Services

FILE: 8770-02

SUBJECT: Status Report – Transit Business Plan Update

PURPOSE

To provide the Board with a status report on the Transit Business Plan Update.

BACKGROUND

In February of this year the Transit Business Plan (TBP) Update Terms of Reference were brought before the Board for approval. The Terms of Reference outlined the process by which the review of the Transit Business Plan, which was adopted in 1998, was to take place. The purpose of the update is to re-visit the TBP to determine the progress the plan has had to date and to address new issues that have arisen since the plan was developed. Combined with this review are the service improvements approved in the 2001 budget process.

Details on the progress to date are provided in the two attached documents entitled "Transit Business Plan Update" and "Conceptual Service Options". These documents are a result of Regional District of Nanaimo and BC Transit consultation.

The Transit Business Plan Update

This document shows the progress to date on the implementation of a number of service improvements since 1998. Of particular note are the Transit service improvements to the Parksville / Qualicum Beach areas and Malaspina University College. Changes to the HandyDART system include improvements to the registration system, the development of scheduled service routes and modifications in the methods used for dispatching trips.

Since the implementation of the TBP there has been a steady increase in ridership in all periods during the week and in all passenger groups, especially adults and students. This has resulted in an overall ridership increase of 9% system wide since 1998. The two Transit Key Performance Indicators; Rides Per Hour and Cost recovery for 2001/02 have been estimated to be at 19.1% and 34.6% respectively. This shows significant progress towards achieving 35% cost recovery by 2003 as outlined in the Plan.

HandyDART continues to see an increase in ridership which has been achieved through improved efficiency in the service delivery. The rides per hour have moved from 2.7 to 3.0 in the period since the TBP adoption. As well cost per ride has moved down from \$19.27 in 1998 to a current cost of \$15.84.

Conceptual Service Options

Included in the conceptual service options portion of the update are the planned improvements for this year and up to 2005.

The improvements for this year include:

Midday Town Centre Express

This service will connect the major nodes in the City of Nanaimo from Southgate to Woodgrove along Highway 19A. This is an introductory level express service that will provide trips every 30 minutes from 9am to 3pm on weekdays and 10am to 5pm on Saturdays. This service will provide immediate benefits to those people requiring quick connections to major locations in the City and onward to Parksville and Qualicum Beach. This concept will also provide the basis on which a future service model providing short lateral trips to an express corridor will be developed.

Sunday Service Improvements

There is a strong demand for improved Sunday service. Currently service is provided from roughly 10 am to 6 pm. With one hour added on to the morning and an hour to the afternoon service periods, the system will provide transportation to workers and those attending Church. The largest group of users is those working in the retail sector that cannot, at this time, use Transit for getting to and from work.

Downtown Routing Adjustments

Nanaimo's Downtown Transit service will be altered to accommodate a roadside exchange concept. This concept will be developed in an effort to move away from the traditional exchange concept that utilizes significant amounts of land and in light of the upcoming end in September to the current exchange site agreement at Harbour Park Mall.

Preliminary plans show the same level of service to the Downtown core remaining in place however there may be some timing changes. The concept sees the development of a Downtown Loop terminating on Gordon Street adjacent to the parkade. With only three on-street bus bays required there should be little or no impact on the parkade parking allotment. This site will also be the pick-up point for the Midday Town Centre Express Service outlined above.

Statutory Holiday Service

This service is very important to the system users as many people, not unlike Sundays, work, shop and travel on these days. A basic level of service has been requested and would most likely be based on a Sunday level service provision.

This additional service level was not brought forward for budget approval. It was held in abeyance until we were sure there was no extraordinary costs incurred resulting from the upcoming changes to service. Should no extraordinary costs be incurred and should the long-term budget implications be acceptable then staff will, at that time, bring forward a request for this service improvement.

Future Service Improvements

Several potential service changes have been examined for future years and are outlined in order of priority. The main improvements include more frequent service from Parksville to Woodgrove and improved frequency of service to the Harewood area. Even further into the future, service improvement concepts include commuter service for the Hammond Bay area, an earlier start to service in general, expansion to the College Express routes and improved service to the Chase River/Cedar/Duke Point areas.

The Transit Business Plan Update information developed to date will now move forward to the public consultation stage of this review. During April those groups that initially participated in the development of the TBP will be invited to comment on the review. As well the public will be invited to attend open

house sessions that will provide information on the review as well as gather their input on the proposed modifications.

The information gathered through the public consultation process will then be brought to the Board in May along with the Transit Business Plan Update for approval.

ALTERNATIVES

1. Approve the Status Report on the Transit Business Plan Update.
2. Do not approve the Status Report on the Transit Business Plan Update.

FINANCIAL IMPLICATIONS

There are no financial implications with respect to this update. Any costs that come out of the update that are outside of those costs included in the 2001 annual budget will be brought forward to the Board for approval.

CITIZEN IMPLICATIONS

The public consultation process will take place in April. Those groups that have participated in the development of the TBP will be asked to comment as will the public at large through open house sessions. Summaries of the feedback will be brought back to the Board for their review.

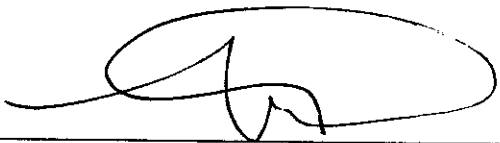
The short-term and long-term implications of these service changes should enhance the ridership in the Regional District. Ridership has continued to increase since the inception of the TBP in 1998. With the proposed improvements for this year and the updated TBP reflecting the public's requests for improved service, delivery ridership is projected to continue to increase.

SUMMARY/CONCLUSION

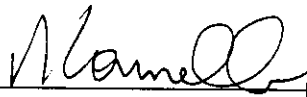
The Transit Business Plan Update work has now been largely completed. In general terms the improvements and the required efficiencies identified in the TBP have been met or exceeded. Some new initiatives have been identified for the Board's consideration for inclusion in the TBP. The public consultation process will take place in April and will include past participants and the public at large. A final Update report will be developed for the Board's consideration in May.

RECOMMENDATION

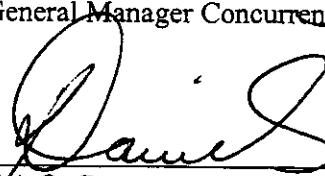
That the Status Report on the Transit Business Plan Update be received for information and forwarded to public consultation.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:

Transit Business Plan Update

1.0 OBJECTIVES

In general, the objectives as laid out in the original Transit Business Plan will continue to guide the Business Plan Update. These objectives are summarized below.

Community Objectives

- 1. The transit system should be developed to support the goals outlined in the Regional District's Growth Management Plan and in municipal Official Community Plans. It should complement and strengthen the transit supportive land use patterns that are outlined in these plans.*
- 2. There needs to be a broader view of the transit's role in the community. While provision of bus service is certainly its primary function, transit should also be involved in other strategies to reduce automobile use.*
- 3. There should be improved integration between the transit system and other modes of travel. This includes better integration between the accessible conventional and custom transit systems as well as with school buses, bikes, ferries and other modes. A greater range of transit service types and inter-modal linkages should be encouraged to best serve different markets.*

Passenger Service Objectives

- 4. Reduce automobile dependence and encourage 'choice' riders to use transit by providing service quality that is competitive with the private automobile through the following initiatives:*
 - Reduce the need for transferring by providing more direct service between major activity centres;*
 - Provide more frequent service on existing corridors in order to reduce waiting and transfer times;*
 - Examine the potential for new service types for travel within and between major town centres. This could include express service, local shuttle service, and rail-based service using the E&N corridor in the longer range;*
 - Improve for passengers and reduce emphasis on cash-based fares by making pass rates more attractive and more competitive with driving costs;*
 - Make using transit easier, safer, and more comfortable by improving passenger facilities including bus shelters, lighting, information signs, and transit exchanges.*

Financial and Passenger Performance Objectives

- 5. Use Key Performance Indicators to set specific targets for transit system performance. These targets will ensure that efficient use is made of resources in order to maximize*

customer service and minimize subsidization. The Key Performance Indicators will measure both financial performance and ridership performance.

In addition to the objectives outlined above, some additional objectives have been added to address specific issues which have arisen since the Transit Business Plan was originally developed:

Address changes to the downtown transit exchange and assess the role of Country Club and other transit exchanges in the system.

2.0 REVIEW OF IMPLEMENTATION

1998/99 Implementation - Conventional Transit

- *Operations review* - This review led to a new operating and crew schedule with improved operational efficiency being implemented in August 1998 using Trapeze scheduling software. There was a total savings of 8 revenue hours per weekday following the August 1998 changes without any reduction in the service provided.
- *Replace #12 Lost Lake route with #12 Dover Connector* - This service change saw the reallocation of unproductive hours to a new route that focused on a peak hour connector service. Compared to the old route, counts done in March 1999 show a 54% increase in overall rides and a 16% increase in productivity.
- *Provide all day service between Malaspina University College and downtown Nanaimo* - This service was provided through the extension of 4 Bowen Road MUC trips to Downtown. Since 1998 overall weekday ridership and productivity have improved 13% and 16% respectively.
- *New express service linking Malaspina University College and Woodgrove Mall* - The new 15 College express was an immediate success carrying an average of 75 passengers daily on the four trips. Route productivity is 41.3 rides per hour, second highest in the Nanaimo system.
- *Reallocate some early evening trips on primary routes to the more productive early peak hour frequency adjustments* - These schedule adjustments shifted more commuter service to the critical 3:00 pm to 4:00 pm time slot.
- *Parksville-Qualicum Beach service frequencies* - Doubled local service between Parksville and Qualicum Beach and increased weekday service between Parksville and Woodgrove Mall in Nanaimo was implemented in March 1999.
- The Plan also recommended improvements to peak hour timed transfers at Country Club Mall as a service initiative for 1999, and some changes were made in March 1999.

- Two older vehicles were replaced with new low-floor accessible vehicles during 1998/99. Nanaimo had originally been slated for 6 replacement vehicles, but 4 of these were cancelled due to the RDN's budgetary concerns.

1998/99 Implementation - Custom Transit

- The eligibility process was changed as described in the plan to make it more effective in determining who can use handyDART. Essentially, the eligibility screening process has been changed from one based on medical certification to one based on the customer's ability to use conventional transit. This is important in controlling demand and encouraging people with a disability to use the accessible conventional transit service.
- Service routes were introduced in a modified form. There is scheduled service to a number of facilities, but it generally does not pick up other passengers who are in the same general vicinity but not at these facilities.
- Custom transit dispatching has moved to real-time dispatching. This allows for much more ridesharing, and has greatly improved the productivity of the service. In fact, this has been the single most important factor in improving handyDART performance.
- Taxi programs have not been increased as planned. In fact, these have been reduced for 1999/00 to meet overall budget targets. However, taxi usage did increase from the previous year due to a lessening of the restrictions the RDN puts on their use.
- Increased handyDART service was not implemented in 1999 as planned. Again, this was to meet budget targets.

Implementation in 1999/2000:

- #5 Fairview and #6 Harewood – Combined routes during evenings. This was implemented in summer 1999.
- #3 Hospital – Northfield and Labieux Roads routing options – these were introduced in summer 1999.
- Country Club Mall Transit Exchange peak hour timed transfers – these changes were made, but then reversed.
- #2 Hammond Bay route structure – this was reviewed but no changes were made
- Improved service to MUC and Harewood area – this was originally included in the 1999/00 expansion plan, but was withdrawn.
- Integration of transit service and school district transportation – there is a separate process looking at this area
- Service levels were decreased in July 1999 resulting in 1,500 fewer hours.

Implementation during 2000/01

- Parksville-Woodgrove connector increased service frequencies – this was originally included in the 2000/01 expansion plan, but was withdrawn. Routing adjustments in Parksville-Qualicum Beach and some express trips between Parksville and Woodgrove were introduced in summer 2000.

3.0 KEY MARKETS AND FACTORS AFFECTING TRANSIT

Two week passenger counts (Oct. 2000 and March 2001)

Two week passenger counts are taken twice per year in Nanaimo. Some of the key findings of the most recent counts:

- Total weekday ridership averaged 8,145 in October 2000, up significantly from 7,010 in March 2000 and 6,787 in November 1999. Ridership is up for all time periods with the strongest percentage increase during the evening period.
- Ridership is up for all passenger groups, with the strongest increases among adults and students.
- The #1 Rutherford and #4 Bowen Road routes experienced ridership growth above the system average and remain the most used routes. Growth on the #6 Harewood, #11 Cedar, #15 College Express, and #21 Woodgrove Connector routes was also well above the system average.

Average Weekday Ridership Trends

Ridership by Time Period			
	Nov-99	Mar-00	Oct-00
AM Peak	1,250	1,324	1,549
Midday	2,649	2,823	3,205
PM Peak	2,133	2,101	2,455
Evening	756	763	937
Total	6,787	7,010	8,145

Ridership by Passenger Group			
	Nov-99	Mar-00	Oct-00
Adults	3,154	3,231	3,842
Students	2,122	2,160	2,543
Seniors	645	683	736
BC Bus	865	936	1,024
Total	6,787	7,010	8,145

Public Opinion Survey (April 2000)

A public opinion survey of both transit users and non-users in the Nanaimo Region was undertaken in April 2000. Some of the key results include the following:

- Nanaimo residents were more likely than residents of other communities to agree that they would use the bus more if the service was more frequent.
- Like other BC residents, those in the Nanaimo see the major benefit of using transit to be that it is less expensive than a private vehicle. Only 10% see the major benefit to be that it is more socially or environmentally responsible.
- 17% of residents report having taken transit in the last week, the highest proportion for any of the systems studied. 9% of Nanaimo employees and students usually take transit to get to work or school, with 5% using transit every day.
- Residents of the Downtown/Harewood/Cedar/Chase River area are the most likely to be transit users. Almost 40% of these residents have taken the bus at least once in the last three months.
- Seniors are not statistically more likely to use transit than other adult age groups.

On-Board Passenger Survey (December 1999)

The Transit Business Plan used the results from the on-board passenger survey taken in February 1996. A further on-board passenger survey has since been taken (in December 1999) with the following differences:

- The distribution of trip purposes was similar in 1999 to 1996. The 1999 survey indicated that college trips made up 18% of the total while high school trips accounted for a further 8% (the 1996 survey did not distinguish between college and high school trips).
- A somewhat higher proportion of transit riders transferred at Harbour Park (15.8%) and Country Club (13.1%) than was the case in 1996.
- Malaspina UC was a significantly more important destination in 1999 than was the case in 1996 (13.1% of trips vs. 9.1%).
- There was a significant increase in regular users (those who take transit 5 or more days per week) from 54% of total riders in 1996 to 62% in 1999.
- Among passenger comments, interest in improved Sunday/Holiday service showed a sharp increase (from 9.6% of all comments in 1996 to 23.2% in 1999). There was a slight drop in the proportion of respondents interested in increased frequencies (from 19.9% to 18.7%).

Population trends:

The Transit Business Plan was based on gradually moderating population growth in the RDN, decreasing from a 20% increase between 1991 and 1996 to a 14% increase between 1996 and 2001. In fact, population growth in the region (and in the province as a whole) slowed much more abruptly than what was forecast. For the RDN, the annual rate of growth dropped from 3.0% in 1996-97 to 1.2% in 1997-98, and the rate has stayed in that range. Overall, the RDN is now forecast to increase by only about 8-9% between 1996 and 2001. Relative growth for different age groups will follow a similar pattern to what was originally forecast – with the 80+ group growing the fastest – but overall rates of growth will be slower.

In the short term, this slowdown in population growth will not have a major impact on transit use. Much of the forecast growth in transit ridership was based on increasing the market penetration for transit and encouraging commuters who currently travel by automobile to take the bus. If this slow rate of population growth continues over the longer term, however, it will begin to impact on the demand for transit.

4.0 CONCEPTUAL SERVICE OPTIONS

This chapter of the plan outlines the service improvements planned for the next two years (2001/02 and 2002/03). These are based on the "Medium Range Service Options (2000-2003) section of the *Transit Business Plan*, although there have been some modifications and changes in priorities based on the updated market information and other factors. Some additional service expansions options have also been included in the final section. These are lower priority items that are not likely to be implemented in the immediate two-year period, but which should be considered for the medium range.

Part A - Service expansion options planned for immediate implementation August 2001:

Midday Town Centre Express (Shoppers Express)

Annual Impact

Service hours: 5,500

Total cost: \$306,000

Additional in-service vehicles: none

Additional ridership: 108,000

A new town centre express service would operate along the old Island Highway connecting Woodgrove, Rutherford, Country Club, downtown Nanaimo, and Southgate Mall. Service would be operated by 3 buses, providing 30 minutes service from 9 AM to 3 PM Monday through Friday and from 10 AM to 5 PM Saturdays. The new Shopper Express service would alternate with existing #1 Rutherford trips improving mid-day and Saturday frequency to every 15 minutes between Woodgrove and downtown Nanaimo. (There is already 15-minute service on the #1 Rutherford route during peak times.) The service between downtown Nanaimo and Southgate is a significant improvement over the current hourly service provided by the #7 Chase River.

This service will provide a direct link between town centres and improve midday service frequencies. With its midday focus on connecting major retail centres, shoppers will be a key market, although others who need to travel at non-peak times will also benefit. Performance on this service will be closely monitored and extending the express service to include the peak periods will be considered for the future.

Schedule Maintenance

Annual Impact

Service hours: 2,000

Total cost: \$210,000

Additional in-service vehicles: 2

Additional ridership: 30,000

As a result of increasing traffic congestion and higher passenger loads, running times on transit routes are increasing to the point where it will become difficult to maintain schedules. This problem is particularly severe on the #3 Hospital and #4 Bowen Road routes. An additional 2 vehicles will be operated on these routes for 2 hours each in the AM

and PM peak periods to allow for longer running times during some peak trips. The improved schedule reliability and improved connections will generate increased client confidence, which results in gradual ridership improvement.

Sunday Service Improvements

Annual Impact

Service hours: 800

Total cost: \$48,000

Additional in-service vehicles: none

Additional ridership: 12,000

Improved Sunday service was the most second frequently requested service improvement in the most recent on-board survey (just behind increased frequencies). Service will be extended by 2 hours for each of 8 buses operating on Sunday. This will require 800 annual hours of service and no additional vehicles. Earlier transit starting times will allow people who work on Sundays, primarily in the retail sector, to use transit to get to work.

Downtown Routing Adjustments

Annual Impact

Service hours: none

Total cost: none

Additional in-service vehicles: none

Additional ridership: none

The transit system will be vacating the Harbour Park transit exchange in 2001, and there are no alternative sites available in downtown Nanaimo. As a result, some restructuring of the transit system, particularly the connections and routing downtown, is required. This is expected to be a no-cost item that will not increase the overall level of service and costs.

Statutory Holiday Service

Annual Impact

Service hours: 800

Total cost: \$48,000

Additional in-service vehicles: none

Additional ridership: 16,000

**To be reviewed for possible implementation August 2001 (subject to funding)*

Holiday service was the third most frequently requested service improvement in the most recent on-board survey; these and other comments received indicate a strong interest in at least a basic level of service on holidays. This proposal will introduce Sunday level of service on 11 statutory holidays. With most retail establishments open on most holidays, shoppers make up a key market for holiday service. Other key markets include youth and ferry passengers.

Part B - Service expansion options planned for 2002/03

Parksville-Woodgrove Connector – Improved Frequencies

Annual Impact

Service hours: 4,100

Total cost: \$291,000

Additional in-service vehicles: 1

Additional ridership: 76,000

Currently there is hourly service between Parksville and Qualicum Beach, but there are gaps in the connecting service between Parksville and Woodgrove. It is proposed to increase service to hourly from 7 AM to 7 PM Monday through Saturday so that each Qualicum Beach-Parksville trip links with a Parksville-Woodgrove trip. This will require an additional vehicle and 4,100 annual hours of service. This will provide greater flexibility and convenience for those travelling between Nanaimo and Parksville-Qualicum Beach, and allow for better connections throughout the Nanaimo Regional Transit System. Key markets will include students, commuters, shoppers, and seniors.

Harewood/South End Service – Improve Frequency and Coverage

Annual Impact

Service hours: 3,200

Total cost: \$238,000

Additional in-service vehicles: 1

Additional ridership: 80,000

The South End of Nanaimo is currently served by the #5 Fairview and #6 Harewood, which both operate on an hourly service frequency. The public opinion survey found that residents of the South End were the most likely to use transit; 40% had used transit in the past three months compared with 26% of the overall population in Nanaimo. A detailed South End sector plan will look at improvements that can be made to this service, including increased frequencies, more direct service, and better connections to Malaspina University College.

Summary of Service Improvements:

Description of service	Vehicles	Service hours	Total cost
Schedule maintenance	2	2,000	\$210,000
Midday town centre express	--	5,100	\$306,000
Sunday service improvements	--	800	\$48,000
Downtown routing adjustments	--	--	--
2001/02 total	2	8,300	\$564,000
Parksville-Woodgrove Connector	1	4,100	\$291,000
Statutory holiday service	--	800	\$48,000
Harewood/South end service	1	3,200	\$238,000
2002/03 total	2	8,100	\$577,000

Part B (continued) - Service expansion options for the medium range - 2003-05

#2 Hammond Bay Improvements -- Commuter Service

Annual Impact

Service hours: 3,600

Total cost: \$306,000

Additional in-service vehicles: 2

Additional ridership: 72,000

This expansion would extend peak period 15-minute commuter service, introduced on three trunk routes in 1996, to the #2 Hammond Bay. This will require 2 additional buses operating 7 hours each weekday. As part of this expansion, the route structure for the Hammond Bay service will be reviewed. The current routing does result in some confusion and inconvenience for some passengers.

Earlier AM start

Annual Impact

Service hours: 4,800

Total cost: \$288,000

Additional in-service vehicles: none

Additional ridership: 96,000

Most routes in the Nanaimo Regional Transit System currently begin operating around 7 AM. As a result, the system cannot serve many commuters who have early start times. For example, it is impossible to arrive downtown from the north end before 7:15 AM. It is proposed that the service be extended by up to one hour in the morning to better serve these early commuters. An earlier start time was one of the most requested improvements in the recent on-board survey. This will require 18 buses to operate an additional hour each weekday. No additional buses are required.

College Express Expansion - Woodgrove/College Express

Annual Impact

Service hours: 1000

Total cost: \$85,000

Additional in-service vehicles: 1

Additional ridership: 20,000

Currently, there is a limited number of College Express trips operating between Malaspina UC and Woodgrove. This service has been successful and expansion will be examined. In particular, with the introduction of hourly service between Woodgrove and Parksville, there is an opportunity to link these trips, via the express service, to MUC.

Chase River/Cedar/Duke Point – Improve Frequency and Coverage

Annual Impact

Service hours: 3,200

Total cost: \$238,000

Additional in-service vehicles: 1

Additional ridership: 70,000

The Cinnabar neighbourhood is currently served by the #7 Chase River that operates on an hourly service frequency. The Cedar area receives limited service primarily associated with commuter trips to Harmac. A Cinnabar/Cedar service review will examine area coverage and upgraded frequencies. Service to Cedar will also take into account extension of service to Duke Point. Immediate service improvements planned for Southgate (Shoppers Express) will stimulate the need for improved local coverage.

**Minutes of Monthly Meeting of Area A Parks, Recreation and Greenspaces Advisory Committee
Thursday February 15, 2001, 7:30 pm, Cedar United Church**

In attendance:

Dave Williamson (Chair), Judy Burgess, Lynnette Aldcroft, Margaret Johnson. JEFF AINGE (RDN STAFF)

Apologies:

Gay Cunningham

Absent:

Director Elliott, Frank Garnish

Delegation:

Vicky Suddaby – skate board park development. Ph 722 3767 home / 755 3368 work

Opened 7.40pm; Dave in chair, Lynnette recording minutes.

Agenda adopted.

Election of officers – Dave Williamson = Chair (acclamation), Gay Cunningham = Secretary (acclamation).

Delegations & Presentations:

☞ Vicky Suddaby

Vicky has followed up on her delegation at the November meeting by gathering support for a skate board facility in Cedar. A reader poll was placed in the 'Take 5' paper (but the phone number printed was incorrect!), and Vicky has 32 signatures or emails of support. She realises it is a big undertaking, but she is gathering support for the principle, and hopes that will encourage the Committee & RDN to look closely at assisting. She acknowledges there is a lot of work, but she will do what she can.

Committee questioned RDN position with regard to liability, risk assessment, location, and funding. No firm answers or commitment given.

☞ Judy

Judy presented a real estate advertisement for 1.5 acres near Boat Harbour. She questioned if a park dedication was required at time of the subdivision. Jeff offered to check with Planning staff.

[[[The reply is - This subdivision is very recent. As only 1 lot was created, parkland dedication was not required. The minimum parcel size in that area is 2.0 hectares, however there is a clause in the bylaw that allows subdivision if an existing lot is bisected by a road, which is why the parcel is smaller than the minimum. Zoning on the parcel is RU4.]]]

Judy advised the Committee she has written an article for Take 5 regarding the deteriorating state of Morden Mine, the lack of funds for BC Parks to maintain it in a decent state, and seeking public feedback. She included an offer for people to get involved through the Area A Parks, R&G Advisory Committee.

She also provided information on various mine history tours, museum exhibitions, and historical society events scheduled for the coming weeks.

March 10 – 17 Mini Museum – Ladysmith & District Historical Society – Heritage Gallery, 32 High Street, Ladysmith

April 21, 9:00 Coal Mining Tour with Lynn Bowen - \$25

February 24 Opening of New Mining Section in Nanaimo Museum

Adoption of minutes:

No minutes were available from the previous two meetings.

Frank needs to do Minutes of Nov 16/00 meeting

Reports:

☞ Director Elliott – absent.

☞ Cedar School Community Enhancement Society (CSCES) – AGM on March 5.

Question raised about funding from RDN for coming year?

RDN – Jeff gave the Chair a copy of the Thelma Griffiths Adventure Park (Minto Avenue) application to BCALC for the Committee's files. Jeff advised that staff had spent most of that day cleaning the bridge decks on the MCT bridges over Thatcher Creek. Other trail tidy up work can happen quicker if a volunteer group can be organized and coordinated. Dave suggested the local Scouts; Vicky offered to ask teachers at the school if it would interest any of their classes. *Jeff and Jonathan to provide details of what exactly is required – a work prescription – before canvassing for volunteers.* Lynnette expressed concern that the Cedar Road entry to the MCT is looking scruffy. Jeff agreed and advised it was on the work program to tidy up.

Chair - Dave advised that the San Salvador (Nanaimo River) property lease issue is still unresolved due to ongoing First Nations' treaty negotiations. A letter Andrew received from BCTFA (October 3, 2000) indicated no decisions would be made for approximately six months. *Dave requested that another approach to BCTFA be made in March by staff.*

Dave also asked how Area A is represented on the City of Nanaimo Park and Recreation Commission. Staff was unable to answer. Margaret thought Frank Garnish had appointed someone (Jeff Baltzer?) some years ago. The Committee will ask Director Elliott to follow up, and request the representative to join them at an upcoming meeting.

Discussion period:

The discussion on "where we have been and want to go" was postponed.

Announcements:

Jeff announced Andrew Giles' impending departure. The Committee was disappointed to learn of this and asked Jeff to pass on their best wishes and thanks for doing an excellent job

Next meeting:

7.30 pm, March 15, 2001.

Adjourned:

9.08pm

**Minutes of the Gabriola Island Parks and Recreation Commission
Special Meeting Held Monday, March 5, 2001 at 7:30 p.m.
GIPR Meeting Room**

Present: Director B. Sperling
Commissioner V. Hartman
Commissioner J. Labell
Commissioner A. Lemieux
Commissioner G. Murphy
Commissioner W. Sprogis Youth Representative
Commissioner M. Roux Youth Representative

Also in Attendance:

Neil Connelly	General Manager of Community Services
Tom Osborne	Manager of Recreation and Parks
Dan Porteous	Recreation Program Supervisor

Commissioner Lemieux (Chair) called the meeting to order at 7:40 pm.

Correspondence

MOVED Director Sperling, SECONDED Commissioner Hartman, that the following correspondence be received. CARRIED

Susan Yeend, re: letter in support of maintaining recreation services on Gabriola Island.

Steve Wohlleben, re: letter in support of maintaining recreation services on Gabriola Island.

At the request of Ms. Yeend and Mr. Wohlleben, Commissioner Hartman and Commissioner Murphy read the letters aloud.

Delegations

Ms. Jacinthe Eastick (1585 Perry Road, Gabriola Island)

Ms. Eastick expressed her indecision regarding a recommendation with respect to the alternatives presented on programs and funding for 2001. She asked the Commission to consider the benefits for community members, especially seniors and youth, by entering into an agreement with the City of Nanaimo through the Southern Community Recreation function. She expressed her concerns that RDN administrative costs are too high for the amount of funding provided to Gabriola Island and that the community could do more for the \$55,000 available if given the opportunity.

Ms. Ute Ewert (RR2, Site 22, C28, Gabriola Island)

Ms. Ewert expressed her strong support for alternative one, using the remainder of the funding for Grants-In-Aid for 2001.

Ms. Valerie Houle (1070 N. Road, Gabriola Island)

Ms. Houle expressed her concerns regarding the amount of taxes paid for recreation services. She believes too much money is being spent on RDN administration and her preference is also alternative one, using the remainder of funding for Grants-In-Aid for 2001.

Public Discussion

Commissioner Lemieux opened the floor for discussion including public feedback and questions. Community members expressed a variety of concerns, questions and input to the Commission regarding the future of recreation services on Gabriola Island. Staff and Commission members answered a variety of questions and provided information.

Commissioner Lemieux closed discussion at 9:20 pm.

Staff Updates

Neil Connelly provided updates on three issues.

Mr. Connelly is currently working with the landlord and a prospective tenant on an agreement to lease the facility for the remainder of 2001. Discussion took place regarding future office space and the requirements for a phone and equipment storage. These items will need to be explored and staff will provide an update at the next meeting, March 19.

Mr. Connelly addressed a reduction in office hours for March as staff is not required to work the amount of hours originally anticipated. Staff will explore the options and consider implementation of a new schedule.

While the Commission is committed to lease the photocopier until October of 2001, there may be an opportunity for another department within the RDN to utilize the photocopier and assist with costs.

Adjournment

MOVED Commissioner Labell, that the meeting be adjourned at 9:40 p.m.

Next Meeting

The next regular meeting of the Commission will be held on Monday, March 19, 2001 at 7:30 p.m. at the GIPR office.



Chairperson

**Minutes of the Gabriola Island Parks and Recreation Commission
Held Monday, March 19, 2001 at 7:30 p.m.
GIPR Meeting Room**

Present: Director B. Sperling
Commissioner V. Hartman
Commissioner J. Labell
Commissioner A. Lemieux
Commissioner G. Murphy
Commissioner W. Sprogis Youth Representative
Commissioner M. Roux Youth Representative

Also in Attendance:

Neil Connelly	General Manager of Community Services
Tom Osborne	Manager of Recreation and Parks
Dan Porteous	Recreation Program Supervisor

Commissioner Lemieux (Chairperson), called the meeting to order at 7:30 p.m.

Past Minutes

MOVED Director Sperling, SECONDED Commissioner Labell, that the minutes of February 19, 2001 be approved. CARRIED

MOVED Director Sperling, SECONDED Commissioner Labell, that the minutes of March 5, 2001 be approved. CARRIED

Correspondence

MOVED Director Sperling, SECONDED Commissioner Labell, that the following correspondence be received: CARRIED

Alex Mattes, President (Gabriola Minor Softball), re: request for annual financial support for softball program.

Janice Raven, Hummingbird Lodge B&B, re: concerns regarding proposed changes to services provided by the Gabriola Island Parks and Recreation Commission.

Hugh Sproule, re: concerns regarding proposed changes to services provided by the Gabriola Island Parks and Recreation Commission.

Bob Bossin, re: concerns regarding proposed changes to services provided by the Gabriola Island Parks and Recreation Commission.

Gabriola Skatepark Committee, re: Gabriola skatepark proposal.

Reports

Staff spoke to the 2001 Annual Budget report, which outlined specific changes from the 2001 Provisional budget. Highlights included the reduction in tax requisition to \$35,000, a surplus of approximately \$2,700 reflecting committed funding for program revenues/costs, as well as administrative/operational costs

estimated to the end of the year. Commissioner Lemieux requested that the discussion regarding the report be considered after the remaining agenda items were addressed. The Commission agreed.

Staff Updates

Parks Plan:

A draft of the Parks Plan has been forwarded to Islands Trust. Once Islands Trust comments on the draft, the plan will be assessed by staff and forwarded to the Commission for further review.

Office Lease:

An agreement has not yet been completed with the Landlord and a prospective tenant. A second potential tenant is also being considered by the Landlord. The RDN is seeking to terminate the lease agreement with the concurrence of the Landlord and incur savings of approximately \$1,100.00 per month upon vacating the premises. The Landlord would then work with the prospective tenants independently. If an agreement cannot be reached then the RDN will reconsider an option of subleasing the space if the prospective tenant is agreeable. The current lease expires at the end of 2001.

Programs:

The current programs are nearing completion. The Programmer has been preparing paperwork for payment of instructors, preparing an inventory of equipment and supplies, and fielding many questions and concerns from instructors and participants regarding the changes affecting the programs for the remainder of the year. The office is now only open on Mondays to the end of March.

Commissioner Labell requested that the inventory list and information regarding past programs be provided to the Commission as soon as possible. He also asked about storage of equipment and supplies and availability of items after March 31. Staff will be working through the inventory and will establish a plan for storing and redistributing the equipment and supplies to community groups upon agreed terms.

Business Arising from Communications / Correspondence

MOVED Commissioner Hartman, SECONDED Commissioner Labell, that the letter from Minor Softball requesting financial assistance be tabled until the next meeting. CARRIED

Commissioner Roux spoke to the Gabriola Skatepark Proposal. The Skatepark Committee is seeking both Commission and community support for the project. The Committee plans to fundraise for the entire project and will be canvassing the community for signatures of support.

Director Sperling explained that the Skatepark proposal will be included as part of the Rollo McClay Park Plan and that he is aware that donations of material and time will be available to assist in the development of the Skatepark.

Staff expressed their desire to support the proposal and provide any pertinent information that may be useful related to grant information and previous experiences in the development of other skateparks.

Reports (Continued)

Discussion took place regarding the 2001 Annual Budget process and report, and concerns regarding program service delivery. Staff clarified some confusion regarding the Grants-In-Aid alternative and the short-term direction the Grants-In-Aid option would provide. For the interim Grants-In-Aid could be allocated to existing organizations. A longer-term solution for consideration for 2002 would be for staff and the Commission to explore an umbrella organization, like a society or community association, to provide a variety of recreation services.

Staff explained that the Commission needed to take a position regarding the budget recommendation to be forwarded to the Board, by the Director, for approval the following evening. The decision regarding how the Grants-In-Aid funding could be distributed would be addressed at the next Commission meeting.

MOVED Director Sperling, SECONDED Commissioner Labell, that the 2001 Annual Budget report be received and that the 2001 Annual Budget be approved by the Regional Board as presented. CARRIED

Further discussion took place regarding the Grants-In-Aid process for 2001. First, a Grants-In-Aid advertisement would be placed in the Sounder for the March 29th edition, including a deadline for applications by 12:00 noon, Tuesday, April 17th; applications will be dropped off at Suzie's Bookkeeping Office.

Second, the Commission would review the Grants-In-Aid policy in terms of any changes necessary for funding distribution in 2001.

Third, the Commission would meet on Monday, April 23rd at a special meeting to review the grant applications and make a recommendation to be considered by the Board at a meeting in early May. Upon approval funding could be distributed to successful applicants by mid May.

The Commission continued to express its concerns with regard to the continuation of seasonal programming and the delivery of core summer programs like swimming and sailing. Insurance for groups was also addressed. Staff will assist with information pertaining to sources for insurance and information regarding summer employment grant opportunities.

Next Meeting

The next regular meeting of the Commission will be held on Monday, April 9, 2001, at 7:00 p.m., location to be announced.

A special Commission meeting to review the Grants-In-Aid applications will be held on Monday, April 23, 2001, time and location to be announced.

Adjournment

The meeting was adjourned at 9:30 p.m.

Chairperson

TO: Tom Osborne
Manager of Recreation and Parks

DATE: March 19, 2001

FROM: Dan Porteous
Recreation Program Supervisor

FILE: 1700-03-2001

SUBJECT: **Gabriola Island Parks and Recreation 2001 Annual Budget Report**

PURPOSE:

To bring forward information and a recommendation regarding the Gabriola Island Parks and Recreation 2001 Annual Budget for consideration by the Gabriola Island Parks and Recreation Commission and the Regional Board.

BACKGROUND:

Each year staff present an annual budget for consideration by the Commission and the Board. In December of 2000 the Board passed a resolution regarding the implementation of Alternative No. 2 from a staff report addressing Gabriola Island recreation services for 2001. Alternative No. 2 outlined a revised approach to recreation services that could include grants-in-aid, a summer recreation program, and an agreement with the City of Nanaimo to allow for unrestricted access to City recreation programs and services through the Southern Community Recreation function. Due to this revised approach, significant changes to the annual budget are required.

A special Commission meeting was held on March 5, 2001 to receive public input and to consider a staff report regarding the revised approach. In consideration of a reduced tax requisition in 2001 and committed funds, as well as input from the public and the Commission, staff have amended the budget for consideration by the Commission and the Board.

The proposed budget reflects a staff recommendation to provide only Grants-In-Aid funding after March 2001 with no direct recreation services provided by the Regional District. A copy of the budget is attached.

ALTERNATIVES:

1. Approve the 2001 Annual Budget as presented.
2. Not approve the 2001 Annual Budget and provide alternative direction.

FINANCIAL IMPLICATIONS:

The overall tax requisition has been reduced by \$55,000. Total revenues equal \$51,384, including a tax requisition of \$35,000, approximately \$3,845 in program revenues, and a \$12,489 surplus from 2000. Total expenditures equal \$48,716, including administrative and operating funding already spent or committed in 2001. A total of \$10,000 has been added to grants-in-aid providing a total of approximately \$24,500 to fund community organizations to provide recreation services to the community.

PROGRAM IMPLICATIONS:

As a result of the reduction of the budget for recreation services through the Gabriola Island Parks and Recreation function, there is limited funding to adequately carry out the operational role of providing direct services through a Recreation Programmer. Therefore, for the remainder of 2001 the Gabriola Island Parks and Recreation Function will not directly provide recreation programs to the area's residents.

Community organizations will have an enhanced opportunity to take on the development and provision of recreation programs to the community through available Grants-In-Aids.

CITIZEN IMPLICATIONS:

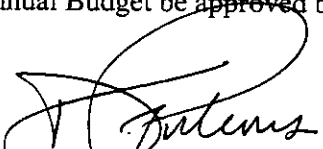
Due to the recent changes to the budget and program, there will be a potential impact to current users of the programs and services who will have to consider other alternatives available in the community. There will likely be a gap between services currently offered and the services to be provided by community organizations. Through the transition period from Regional District provided services to private and not-for-profit service provision, Gabriolans will continue to have the opportunity to address their needs, desires and concerns to the Commission.

SUMMARY:


Staff are bringing forward a recommendation regarding the 2001 Annual Budget for consideration by the Gabriola Island Parks and Recreation Commission and Regional Board. The budget has been reduced by \$55,000, which significantly impacts the operational direction of the function. With limited funding, direct programming has been halted and the provision of recreation services for 2001 will be the responsibility of community organizations, with the assistance of Grants-in-Aid from the Regional District.

RECOMMENDATION:

That the Gabriola Island Parks and Recreation 2001 Annual Budget report be received and that the 2001 Annual Budget be approved by the Regional Board as presented.



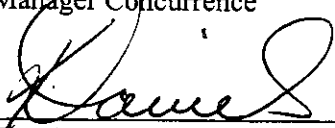
Report Writer



Manager Concurrence



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO - RECREATION AND PARKS
GABRIOLA ISLAND PARKS AND RECREATION 2001 ANNUAL BUDGET

Account #	REVENUE ACCOUNTS	2001 Ann
1-1-3681-0100	Tax Requisition	35,000
1-1-3681-0617	Grants - Provincial - Other	0
1-1-3681-5200	Building Rentals	0
1-1-3681-6506	Prog Fees - Tennis	0
1-1-3681-6508	Prog Fees - Soccer	345
1-1-3681-6509	Prog Fees - Gymnastics	1,190
1-1-3681-6510	Prog Fees - Aerobics	450
1-1-3681-6511	Prog Fees - Karate	925
1-1-3681-6512	Prog Fees - Fencing	150
1-1-3681-6513	Prog Fees - Volleyball	100
1-1-3681-6514	Prog Fees - Pre-School	0
1-1-3681-6515	Prog Fees - Basketball	300
1-1-3681-6517	Prog Fees - First Aid	0
1-1-3681-6518	Prog Fees - Tai Chi	0
1-1-3681-6521	Prog Fees -Dance	0
1-1-3681-6524	Prog Fees - Youth Leadership	0
1-1-3681-6525	Prog Fees - After School Fun	0
1-1-3681-6528	Prog Fees - Theatre	0
1-1-3681-6529	Prog Fees - Choir	0
1-1-3681-6530	Prog Fees - Adult Fitness	0
1-1-3681-6540	Prog Fees - Spring (Other)	0
1-1-3681-6542	Prog Fees - Fall (Other)	0
1-1-3681-6543	Prog Fees - Winter (Other)	385
1-1-3681-6544	Prog Fees - Summer (Other)	0
1-1-3681-6551	Prog Fees - Swim Lessons	0
1-1-3681-6552	Prog Fees - Swim - Leadership	0
1-1-3681-6560	Prog Fees - Sailing	0
1-1-3681-9600	Donations/Fundraising	0
1-1-3681-9800	Other	50
1-1-3681-9899	Cash - Over/Short	0
1-1-3681-99-01	Deficit - Prior Year (Deduct)	
1-1-3681-99-00	Surplus - Prior Year	12,489
TOTAL REVENUE		51,384
Account #	EXPENSE ACCOUNTS	2001 Prov
1-2-3681-0143	Administration - Interdepart.	3,430
1-2-3681-0200	Advertising	500
1-2-3681-0500	Association Dues	360
1-2-3681-0800	Bank Charges	0
1-2-3681-1373	Building Rentals	13,100
1-2-3681-1600	Commission Expenses	500
1-2-3681-1820	Courier Costs	50
1-2-3681-2500	Electricity	1,000
1-2-3681-2772	Equipment - Operating Leases	1,520
1-2-3681-3000	Garbage Service	200
1-2-3681-3170	Financial Assistance	0
1-2-3681-3800	Insurance	35
1-2-3681-3916	Janitorial - Contracted	800
1-2-3681-4300	Legal - General	450
1-2-3681-4600	Miscellaneous	100
1-2-3681-5000	Managing Director(s)	0
1-2-3681-5264	Office - Expense - Other	1,000
1-2-3681-5374	Office Equipment - Repairs	1,000

1-2-3681-6100	Postage	50		
1-2-3681-6306	Prog Costs - Tennis	0		
1-2-3681-6308	Prog Costs - Soccer	300		
1-2-3681-6309	Prog Costs - Gymnastics	2,024		
1-2-3681-6310	Prog Costs - Aerobics	750		
1-2-3681-6311	Prog Costs - Karate	925		
1-2-3681-6312	Prog Costs - Fencing	200		
1-2-3681-6313	Prog Costs - Volleyball	286		
1-2-3681-6314	Prog Costs - Pre-School	0		
1-2-3681-6315	Prog Costs - Basketball	260		
1-2-3681-6317	Prog Costs - First Aid	0		
1-2-3681-6318	Prog Costs - Tai Chi	0		
1-2-3681-6319	Prog Costs - Misc.	0		
1-2-3681-6321	Prog Costs - Dance	0		
1-2-3681-6324	Prog Costs - Youth Leadership	0		
1-2-3681-6328	Prog Costs - Theatre	0		
1-2-3681-6329	Prog Costs - Choir	0		
1-2-3681-6330	Prog Costs - Adult Fitness	0		
1-2-3681-6340	Prog Costs - Spring (Other)	0		
1-2-3681-6342	Prog Costs - Fall (Other)	0		
1-2-3681-6343	Prog Costs - Winter (Other)	500		
1-2-3681-6344	Prog Costs - Summer (Other)	0		
1-2-3681-6351	Prog Costs - Swim Lessons	0		
1-2-3681-6352	Prog Costs - Swim Leadership	0		
1-2-3681-6360	Prog Costs - Sailing	0		
1-2-3681-6301	Community Development Project	0		
1-2-3681-6500	Publications & Reports	0		
1-2-3681-7285	Safety Supplies	0		
1-2-3681-7500	Staff Training	0		
1-2-3681-7972	Telephone - Regular Service	1,000		
1-2-3681-8164	Travel - Other	1,000		
1-2-3681-9000	Wages - Management	3,396		
1-2-3681-9001	Wages - Administration	5,101		
1-2-3681-9011	Temporary/Casual - Program	0		
1-2-3681-9069	Wages - Program	6,563		
1-2-3681-9164	Wages Benefits - Other	2,316		
1-2-3681-9165	Benefits - Overhead	0		
1-2-3681-9612	Capital - Building Improvements	0		
1-2-3681-9613	Computer Equip - PC's	0		
	TOTAL EXPENDITURES	48,716		
	TOTAL REVENUE	51,384		
	SURPLUS/DEFICIT	2,668		

**Minutes of the District 69 Recreation Commission Regular Meeting
Held on Thursday, March 15, 2001, at 7:00 p.m.
Pioneer East Hall, Qualicum Beach Civic Centre**

Attendance: Barbara Terry, Chairperson
Richard Quittenton
Scott Tanner
Fred Demmon
Frank Van Eynde
Jack Pipes
Jack McLean, Regional District of Nanaimo Alternate

Regrets: Reg Nosworthy
Craig Young

Staff: Tom Osborne
Neil Connelly
Mike Chestnut
Dan Porteous
Cathy MacKenzie

Commissioner Terry called the meeting to order at 7:05 p.m. and welcomed members and staff.

Delegations

Nelson W. Eddy, Secretary and Past Commodore – Deep Bay Yacht Club

Mr. Eddy gave an overview of the 2000 Junior Sail Program that received funding through Youth Community Agreements and discussed the 2001 program and operating budget that was outlined in his Youth Agreement funding application report to RDN Recreation and Parks Department staff.

Bob Sanders, Chair – Arena Committee

Mr. Sanders informed the Commission that the Arena Committee has concluded its review of the Vancouver Island Ice Sports Ltd. proposal to build a private arena and has determined that it is not a viable option and that the Arena Committee supports the following recommendation:

“That the proposal from Vancouver Island Ice Sports Ltd. not be pursued and that further work be undertaken to advance the twinning of the District 69 Arena.”

Commissioner Terry expressed appreciation for the time and effort the Arena Committee took to determine the best options for constructing an additional ice sheet in District 69.

Minutes

MOVED Commissioner Van Eynde, SECONDED Commissioner Pipes that the minutes of the DISTRICT 69 Recreation Commission Regular Meeting held on February 22 be approved. CARRIED

MOVED Commissioner Tanner, SECONDED Commissioner Demmon that the minutes of the District 69 Arena Committee Meeting held on February 15, 2001 be approved. CARRIED

Communication / Correspondence

MOVED Commissioner Van Eynde, SECONDED Commissioner Tanner that the correspondence from Beacon Christian School and the British Columbia Parks and Recreation Association be received.

CARRIED

Reports

- a) Second Ice Sheet Review Staff Report – Tom Osborne

T. Osborne outlined the details of the report.

MOVED Commissioner Van Eynde, SECONDED Commissioner Tanner that the staff report on the Second Ice Sheet Review for District 69 be received and that the proposal from Vancouver Island Ice Sports Ltd. not be pursued and that further work be undertaken to advance the twinning of the District 69 Arena.

CARRIED

- b) Youth Agreement, Deep Bay Yacht Club – Cathy MacKenzie

C. MacKenzie outlined the details of the report.

MOVED Commissioner Quittenton, SECONDED Commissioner Pipes that \$3,000 of Community Agreement funding be approved for the Deep Bay Yacht Club Junior Sail program.

MOVED Commissioner Quittenton, SECONDED Commissioner Pipes that the original motion be amended to read that \$4,500 of Community Agreement funding be approved for the Deep Bay Yacht Club Junior Sail program and that the Community Agreement funds be used to purchase a Chase Boat and VHF Radios.

CARRIED

- c) Monthly Staff Reports

MOVED COMMISSIONER Demmon, SECONDED Commissioner Van Eynde that the monthly staff reports be received.

CARRIED

Business Arising from Communications / Correspondence

The Commission completed Section A of the BCRPA Commissioner Survey. The Commission agreed to complete Section B of the Survey by March 19, 2001 and forward to T. Osborne to mail.

Commissioner Roundtable

Commissioner Tanner asked Tom Osborne if he and Dan Porteous could speak to the Town of Qualicum Beach Council on the work undertaken by the Youth Roving Leaders.

Commissioner Quittenton informed the Commission that a proposal to twin the District 69 Arena would need to be solid in order for it to be supported in a community referendum.

Adjournment

MOVED Commissioner Quittenton, SECONDED Commissioner Pipes that the meeting be adjourned at 8:15 p.m.

Next meeting -- Thursday, April 26, 2001. Location to be determined.

Chairperson



**REGIONAL DISTRICT
OF NANAIMO**

MAR 13 2001

CHAIR	GMCrS	
CAO	GMDS	
GMCrS	GMES	
Rec. Comm		✓

MEMORANDUM

TO: Neil Connelly
General Manager of Community Services

DATE: March 6, 2001

FROM: Tom Osborne
Manager of Recreation and Parks

FILE: 6240-20-ICE

SUBJECT: Second Ice Sheet Review

PURPOSE

To provide information and recommendations on the Vancouver Island Ice Sports Ltd. (Mr. Rob Fletcher) arena proposal and consider alternatives and follow up actions to provide an additional ice sheet in District 69.

BACKGROUND

The need to provide additional ice space in District 69 was identified in the 1995 Recreation Services Master Plan and in the 1998 District 69 Recreation Facility Plan. At the October 10, 2000 Regular Board meeting, the following resolution was approved:

"That the D69 Recreation Commission investigate all options for providing additional ice time in District 69 and report back to the Board with the most viable option with particular consideration being given to twinning the existing arena."

In November 2000, staff conducted a preliminary review on options to provide for an additional ice sheet. These options include twinning the existing arena at Parksville Community Park, purchasing public ice time from a private operator, or constructing an ice sheet at a separate location.

At the District 69 Commission meeting on December 6, 2000, a recommendation to form an Arena Committee was approved. The mandate under the Terms of Reference included reviewing the options available for providing an additional ice sheet in District 69 and determining space requirements and costing of a twinned facility, with the assistance of a professional firm, should twinning the District 69 Arena be a viable option.

The Committee held five meetings between January 25th and February 22nd, at which it discussed various issues related to the Fletcher arena proposal and the potential construction of a second ice sheet adjacent to the District 69 Arena. Information on the two alternatives is outlined below.

1. Vancouver Island Ice Sports Ltd. (R. Fletcher) Proposal

This proposal, which was first advanced in 1998, involves the conversion of a warehouse building near the Alberni Highway in electoral area F into an arena and sports complex which would compliment the District 69 Arena. Mr. Fletcher, in the fall of 2000, expressed a further interest in the Regional District's

second ice sheet review. Mr. Fletcher was invited to attend the February 8, 2001 Arena Committee meeting and responded to various questions on the proposal.

At that time, the Committee also initiated a review of the business proposal submitted by Vancouver Island Ice Sports Ltd. Mr. Jonathan Huggett, an Infrastructure Consultant, was hired to review the business plan to determine the proposal's viability and to gather additional related information to assist the Committee in its decision whether or not to support the proposal. Mr. Huggett presented a preliminary report to an In-Camera Arena Committee meeting and to the regular Commission meeting on February 22, 2001. Mr. Huggett's final report is included under separate cover as a confidential report.

If the proposal was to be pursued, further discussions with Mr. Fletcher would need to occur and a Memorandum of Understanding prepared that would be followed by a more detailed legal agreement. Mr. Fletcher has indicated to the Regional District's consultant that they are unwilling to invest further time and resources to update their proposal, without a commitment from the Regional District to proceed.

2. Twin Existing Arena at Parksville Community Park

The Arena Committee in its deliberations also reviewed the various issues associated with the potential twinning of the existing arena. They included location, design, impacts on the park, and estimated construction costs.

Ice Sheet Location:

There are essentially three options available on the placement of the additional ice sheet. Side-by-side to the east and to the west, and front and back with the additional sheet being placed at the rear of the existing facility to the north.

All options will require an upgrade, relocation or re-construction of the physical plant. There is an option as well to build a separate plant for the additional sheet, therefore having two separate plants for each ice surface. If the additional sheet is to the north or to the west and funding is only available for one plant, the equipment from the existing plant will likely have to be relocated to a more centralized location and upgraded accordingly. If the addition is to the east, the plant would likely remain in its present location and be upgraded accordingly.

The side-by-side options would allow for better use of existing amenities such as washrooms, change rooms, concession and administration space, whereas the front and back option would have to operate rather independently or more amendments would have to be made to the existing facility to connect to existing services.

The side-by-side options would allow for better use of existing administration space and improvements. The east side-by-side option would mean an even more improved use of change rooms since they would likely be closer together. Existing parking would also be impacted less with the east side-by-side option but this option would require purchasing of private lands adjacent to the park to make this feasible.

Other Issues:

Most facilities with twinned sheets operate with two ice-resurfacing machines (Zamboni) but it is feasible, however not advisable, to operate with one unit. Having two units will allow for efficient use of ice times during heavy use and tournaments and as a backup should one machine fail. Many facilities with two sheets that currently operate with one machine plan to add a second machine when feasible. Currently the RDN has two machines, one new machine acquired in 1992 and a 1974 machine that can be used as an emergency backup but is unsuitable for regular use.

There have been concerns expressed by both the public and City of Parksville officials that the second sheet could negatively impact the viewscape at the Community Park unless the design is visually appealing and sensitive to this issue. This factor needs to be considered if this option is pursued. It will

be essential to ensure that the design of the building complements the features and the views of the park. The Regional District should consider enhancing the appearance of the existing facility as well, at the time of construction of the addition. This element of the facility design may increase construction costs but without it, a successful referendum may be more difficult.

Estimated Construction Costs:

Construction costs will vary depending on the style, location, amenities, parking, utility hookups and improvements to the existing facility.

Construction costs of other twinned facilities on Vancouver Island for comparison are:

1995	Nanaimo – Cliff McNabb Arena	\$2.4 million
1997	Sidney – Panorama Leisure Centre Arena	\$2.6 million
1998	Colwood – Pearkes	\$3.4 million
2000	Port Alberni – Two Arena Complex	\$6.5 million

It is important to note that the first three facilities were constructed utilizing a prefabricated building design and construction included limited improvements to existing amenities and few additional amenities other than limited seating, change rooms, and small administration areas.

For purposes of this report, estimated capital construction costs of \$3.5 million and \$4.0 million dollars have been utilized for illustration purposes. The 2001 provisional budget provides up to \$20,000 for technical and consulting services to assist in developing an option to the point that sufficient information is available to advance to a referendum.

ALTERNATIVES

1. Commence further negotiations with Vancouver Island Ice Sports Ltd. leading to a Memorandum of Understanding (MOU), prior to negotiation of a more detailed legal agreement to secure additional ice time for users in District 69.
2. Not pursue the proposal from Vancouver Island Ice Sports Ltd. and advance further work that would lead to the twinning of the District 69 Arena.
3. Provide for alternative direction on the next steps in pursuing the ice sheet options.

FINANCIAL IMPLICATIONS

1. Staff's assessment of the business side of Vancouver Island Ice Sports Ltd. arena proposal has drawn from the report prepared by J. Huggett. His report recommends that the Regional District decline to consider further the proposal for the following reasons:
 - The business plan is incomplete and subject to continuing significant change and does not provide for debt servicing costs for the project.
 - The revenue assumptions are based on rental of the facility for approximately 5,500 hours per year. By comparison, the existing District 69 Arena is rented for approximately 3,900 hours per year with subsidized rates. The revenue assumptions are considered highly optimistic.
 - There is no funding commitment in place. While the proponent has stated its intent is to use the Regional District's funding to secure loans required, that funding is limited to a 5-year conditional commitment on ice time being provided. Given the conditions required by the Regional District, it is doubtful that the loans could be obtained at an economic cost.
 - There is no sensitivity analysis of the assumptions, which would enable the impact of a failure to meet targets in the business plan to be assessed.

- The proponent has noted that without a commitment from the Regional District to proceed, they are unwilling to invest further time and money in the update and refinement of the plan.

Given these reasons it is questionable whether the Regional District, with further discussions with Mr. Fletcher, could arrive at a point where a Memorandum of Understanding and final legal agreement could be reached for the proposal to proceed. However, for comparison purposes, the tax requisition implications for the proposal are outlined below.

The likely tax requisition subsidy to support District 69 ice users utilizing the 50 hours per week at the Vancouver Island Ice Sports Complex is \$188,757.22, which would work out to an approximate cost of \$4.80 per \$100,000 of residential assessment value. **Table 1** shows a scenario of ice usage, and the subsidy required based on the fees currently charged to users in 2001:

Table 1 – Vancouver Island Ice Sports Ltd. / RDN Subsidized Ice Usage

User Group	Hours / Week	2001 Ice Rate	Total Revenues
Minor Hockey	24.75	\$ 54.20	\$ 1,341.45
Figure Skating	13.75	\$ 54.20	\$ 745.25
Ladies' Hockey	3.00	\$ 102.55	\$ 307.65
Men's Hockey	6.00	\$ 102.55	\$ 615.30
Total / Week	47.50	\$ 313.50	\$ 3,009.65
Total for 32 weeks	1,600.00	\$ 10,032.00	\$ 96,308.80
<ul style="list-style-type: none"> • Note: actual ice time used by users not including cleaning times = 1,520 hours • 2.5 hours per week x 32 weeks = 80 hours cleaning time 			
	Island Ice Fee including GST	RDN Revenue from Rentals	Annual Subsidy
	\$256,800.00	\$ 96,308.80	\$160,491.20
5% RDN Arena Supervisor Wage			\$ 2,990.00
15% RDN Arena Secretary Wage			\$ 6,868.68
Loss of D69 Shoulder Season Ice Revenue @ District 69 Arena			\$ 18,407.34
Total Annual Subsidy			\$188,757.22

Residential Tax Rate = \$4.80 / \$100,000

Staff also examined the average subsidy cost of ice sold to users. Based on the proposed 1,600 hours at a \$188,757 subsidy cost, the average subsidy per hour sold would be \$117.97.

2. At the request of the Arena Committee, and in concert with the review undertaken by Mr. Huggett on the private arena proposal, staff have undertaken some preliminary work to determine likely construction and operational costs of a twinned District 69 Arena and to determine approximate funding requirements that would be required through taxation.

If the RDN twins the existing District 69 Arena at a 4 million dollar capital cost, the net annual taxation increase would be \$385,328 (Residential Tax Rate \$9.80/\$100,000). With a 3.5 million dollar capital cost, the net annual taxation increase would be \$338,708 (Residential Tax Rate \$8.60/\$100,000).

With respect to the average subsidy cost of ice sold to users, it is \$106.24 for the existing arena and an estimated \$102.52 for a twinned arena.

The more detailed calculations are outlined below.

Table 2 shows operational expenditures and revenues of twinning the District 69 Arena based on a 4 million dollar capital cost and **Table 3** represents operational expenditures and revenues based on a 3.5 million dollar capital cost. The 2001 District 69 Arena Function tax requisition at \$414,352 equates to a Residential Tax Rate of \$10.50/\$100,000. Various construction cost factors, primarily space and facility requirements, are yet to be determined.

Table 2 – District 69 Twin Arena Operating Budget with 4 Million Dollar Capital Costs

Twinning the District 69 Arena			
\$4 Million Capital / 20 year = \$372,970 / year debt retirement			
	2001 D69 Arena Provisional Revenues	D69 Arena Twinned (used 2001 Provisional as baseline)	Net Increase
Tax Requisition	\$ 414,352	\$ 799,680	\$ 385,328
Revenue	328,928	531,802	202,874
Expenditures (includes debt in twinning)	722,879	1,326,763	603,884
Surplus	20,401	4,719	n/a

Residential Tax Rate Net Increase for 4 million capital debt retirement = \$9.80/\$100,000

Table 3 – District 69 Twin Arena Operating Budget with 3.5 Million Dollar Capital Costs

Twinning the District 69 Arena			
\$3.5 Million Capital / 20 year = \$326,350 / year debt retirement			
	2001 D69 Arena Provisional Revenues	D69 Arena Twinned (used 2001 Provisional as baseline)	Net Increase
Tax Requisition	\$ 414,352	\$ 753,060	\$ 338,708
Revenue	328,928	531,802	202,874
Expenditures (includes debt in twinning)	722,879	1,280,143	557,264
Surplus	20,401	4,719	n/a

Residential Tax Rate Net Increase for 3.5 million capital debt retirement = \$8.60/\$100,000

CITIZEN IMPLICATIONS

1. A referendum will not be required should an agreement with Vancouver Island Ice Sports Ltd. not extend beyond 5 years. This however means some uncertainty in user rates upon the completion of the 5-year term.
2. Many of the organizations that use the existing District 69 Arena have indicated that they will support the referendum and will assist the Regional District of Nanaimo in the referendum campaign process.

INTERGOVERNMENTAL IMPLICATIONS

At the January 15, 2001 City of Parksville Council Meeting, resolution 01-19 was approved:

"...And That support in principal be given for the lease of City-owned property in the Community Park for the expansion of the current arena subject to a reasonable and suitable proposal being submitted by the Regional District of Nanaimo /and/or the District 69 Recreation Commission for the said expansion."

The current covenant on the Parksville Community Park property will require electoral consent through a referendum to allow the City of Parksville to enter into a lease with the Regional District of Nanaimo (RDN) beyond 5 years. It would be in the interest of the RDN's contributing municipalities and electoral areas to the Arena Function to have this consent from residents of the City of Parksville at the same time as the borrowing referendum prior to construction of a twinned facility.

SUMMARY


The Arena Committee held a series of five meetings in January and February to review second ice sheet options. To assist in reviewing the proposal from Vancouver Island Ice Sports Ltd. to develop and operate a private facility in Electoral Area F, an Infrastructure Consultant, Mr. Jonathan Huggett, was contracted to review the business plan and meet with the proponent to clarify the details of the plan. Based on the findings of this review and other operational concerns, the current business plan submitted by the proponent is determined to not be a viable option for providing a second ice sheet.

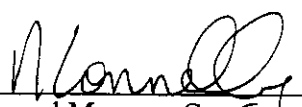
In addition, various issues with respect to the twinning of the District 69 Arena were reviewed. They included the financial implications of a twinned arena approach, which would require borrowing costs for facility construction and operation, operational efficiencies, and park impacts. These items would require further review and technical and professional assistance in developing a design and layout of the facility within the community park and the negotiation of potential land leasing and building arrangements with the City of Parksville.

Based on the consultant's determination on the completeness and viability of the Vancouver Island Ice Sports Ltd. proposal and the potential operational and community benefits of a twinned arena facility in the longer term, staff recommended that further work be undertaken to advance the twinning of the District 69 Arena.

RECOMMENDATIONS

1. That the staff report on the Second Ice Sheet Review for District 69 be received.
2. That the proposal from Vancouver Island Ice Sports Ltd. not be pursued and that further work be undertaken to advance the twinning of the District 69 Arena.

for

Report Writer


General Manager Concurrence


C.A.O. Concurrence

COMMENTS



REGIONAL DISTRICT OF NANAIMO			
MAR 12 2001			
CHAIR		GMCrs	
CAO		GMDS	
GMCms		GMES	
		<i>Rec Comm.</i>	<input checked="" type="checkbox"/>

MEMORANDUM

TO: Tom Osborne
Manager of Recreation and Parks

DATE: March 6, 2001

FROM: Cathy MacKenzie
Recreation Programmer, Community Development

FILE: 5120-20-DBYC

SUBJECT: Youth Agreement - Deep Bay Yacht Club

PURPOSE

To provide details of the Deep Bay Yacht Club Junior Sailing Program for consideration by the District 69 Recreation Commission and the Regional Board for funding as a Youth Community Agreement.

BACKGROUND

In February 2000, the District 69 Recreation Commission and Regional Board approved the Youth Funding Program whereby local groups could provide proposals for youth programs or projects. The Deep Bay Yacht Club Junior Sailing Program was the first recipient of a Youth Agreement in 2000 in the amount of \$6,000.

The Junior Sailing Program began in July 2000 and provided sailing instruction for 4 weeks to students in District 69. The Junior Sailing program has 5 Lasers to offer students. Coach boats were borrowed and rented in order to supervise the program and ensure safety.

Expansion of the program to accommodate an additional Laser, coach boats, VHF radio equipment, floatation material and other boating materials requires funds of \$10,280. In particular, the coach boats and radio equipment are required to ensure a safe environment for the sailing students.

Additional boats and floatation material may be purchased in the future as the growth of the program dictates.

ALTERNATIVES

1. Approve a Youth Community Agreement to fund the total request of \$10,280 for the Deep Bay Yacht Club Junior Sailing Program.
2. Approve funding at a reduced level of \$3,000.
3. Not approve funding at this time or provide alternative direction.

FINANCIAL IMPLICATIONS

A total of \$25,000 has been allocated to the Youth Recreation Funding Program for Community Agreements for 2001. Currently there is a balance of \$12,500. The Deep Bay Yacht Club Junior Sailing

Program has requested \$10,280. A reduced funding allocation would allow the balance of funds to be available for consideration for other projects.

LEGAL IMPLICATIONS

A Community Agreement between the Regional District of Nanaimo Recreation and Parks Department and the Deep Bay Yacht Club would be required to provide funding for the program.

SUMMARY

As directed in the Youth Recreation Funding Program for Community Agreements, proposals for youth activities are being promoted and received by staff. A formal proposal has been submitted by the Deep Bay Yacht Club Junior Sailing Program to purchase capital equipment. The proposal requests \$10,280, which represents a significant portion of the Youth Community Agreement funding. Staff is therefore recommending that funding of \$3,000 be approved.

RECOMMENDATION

That \$3,000 of Community Agreement funding be approved for the Deep Bay Yacht Club Junior Sailing Program.

B. Garkas

Report Writer

for

B. Garkas

Manager Concurrence

for

Monroe

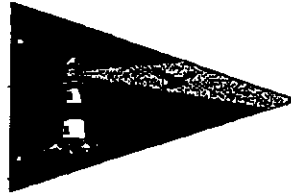
General Manager Concurrence

David

C.A.O. Concurrence

COMMENTS:

Post-it™ Fax Note	7671E	Date	Mar 6/01	# of pages	6
To	BEV F	From	Tom O		
Co./Dept.	RDN	Co.			
Phone #	Phone #				
Fax #	Fax #				



N.W. Eddy,
Secretary and Past Commodore, Deep Bay Yacht Club,
RR #1, Site 152, Comp. 100, Bowser, BC, V0R 1G0
(250) 757- 2036, <n.eddy@home.com>

Tuesday, February 27, 2001

Cathy Mackenzie
 Recreational Program Coordinator
 RDN Recreation and Parks
 737 Jones St.
 Qualicum Beach, BC
 V9K 1S4

Dear Cathy,

Enclosed, please find a request for financial assistance from the Deep Bay Yacht Club *Wind Warriors* youth sailing program. This request is directed at the Department of Recreation and Parks Community Agreements Program administered by the Regional District of Nanaimo. If the opportunity is there, I would be pleased to attend the Recreational Commission meeting to answer any questions that may arise.

As discussed, this year we have improved upon the scheduling, and we expect to provide a program that includes youth 10-16. Older youth, 17 and up, can be accommodated in the adult classes if they so desire.

Regards,

N.W. Eddy

RDN Recreation and Parks
YOUTH RECREATION FUNDING PROGRAM
COMMUNITY AGREEMENTS

Date of Application: March 2, 2001 Date Received:

A. Organization Information:

1. Name of Organization: Deep Bay Yacht Club

Address: 174 Kenmuir Road, Qualicum Beach, BC (Treasurer)

Postal Code: V9K 2E7 Phone: 757-8847 Fax: 757-8870

2. Name of Contact: Nelson W. Eddy (Secretary and Past Commodore)

Address: RR #1, Site 152, Comp. 100, Bowser, BC

Postal Code: V0R 1G0 Phone: 757-2036 Fax: 757-2036

3. Is your organization or parent organization registered as a non-profit society in BC?

Yes X No _____

4. Is your organization able to issue a tax-deductible receipt? Yes _____ No X

B. Project Information:

1. New Project _____ Expansion/Enhancement of Existing Project X

2. See attached documents ...

B. Project Information: Deep Bay Yacht Club "Wind Warriors" Junior Sailing Program,

Commodore: George Williamson <inpass@island.net>

Secretary: Nelson W. Eddy <n.eddy@home.com>

Fleet Captain and Junior Coordinator: Don Manness <seaside@nanaimo.ark.com>

Treasurer: Mark Pearce <robinmark@home.com>

Categories: (a) Special Projects

This request is for capital investment in order to enhance a "junior" (youth) sailing program at Deep Bay, initially funded by a Community Agreements grant of \$6000. The major expenses last year were 5 Laser sailboats. This year, we would like to purchase a 6th (used) Laser, one or two used "chase" or "coach" boats (depending upon market availability), materials for a mooring/storage float, and VHF radios for internal and external communication with nearby watercraft. We are requesting a total of \$10,280.

Funding Overview

There are three major expenses: boats, floats and instructor's salaries. Other expenses relate to proposals for improvement in the safety of the operation of the sailing classes.

1. Boats:
 - (a) One used Laser sailboat \$2000
 - (b) One or two used inflatables ("chase boats" or "coach boats") \$3000
 2. Float: Lumber, floatation material (for mooring/storage of Lasers) \$3000
 3. Instructor's salary: last year we were able to obtain support for two instructors from the BC Youth Community Action programme. This year we are requesting support for three instructors. (No charge to the RDN.)
 4. In addition, we determined that safety could be greatly enhanced if we could warn boats entering and leaving the harbour to proceed with care through the sailing class area. In addition, portable radios could enhance communication between instructors. A portable VHF radio is about \$300, and we would need one for each instructor \$900
 5. Other miscellaneous expenses \$1380
- Total Request** 10,280

Explanation of Capital Requests

1. (a) We envisage an increase in student enrolment in this, our second year. We can accommodate one more training boat in our current space on the Clubhouse float. Last year, we were very fortunate in obtaining 5 used Lasers at an average cost of less than \$1500 each. Our research so far this year indicates that we will be lucky to find a used Laser for less than \$2000.
 - (b) If we are very lucky, we might be able to find two used inflatables in satisfactory condition for \$3000, but it is highly doubtful. More likely, we will need most of this amount for one, and will have to use the remainder for rental of another.
2. We were able to function without a moorage float last year, though it was difficult, and some minor damage was done to the Lasers in dragging them up onto the Clubhouse float from the water, 60 cm (2') below. Younger students in particular had to be helped by instructors or volunteers. Safety is paramount, however, and if funds are granted for float

- materials, we would like the option of using some of these funds to obtain the second inflatable if we cannot obtain two for \$3000.
3. If we do not obtain support from the Youth Community Action programme, funds may have to be diverted to instructors' salaries (\$800/100 hours X 3 instructors = \$2400).
 4. Last year we had to leave the students and race over in a coach boat to warn approaching commercial and recreational boaters of the need to provide extra room for these novice sailors to manoeuvre. VHF radios able to communicate with approaching watercraft would greatly enhance the safety of our students. In addition, they could be used for communication between instructors. Many boaters switch to channel 68 when approaching a harbour, and if they overheard chatter between class instructors, they would be forewarned of the situation ahead of them.
 5. The point of the racing buoys is to provide a course for the students to follow during classes. Last year, this had to be done by placing coach boats at the apexes of a triangle, but this limited instruction to the brief period the students were close to a coach boat. (It is presumed the need for spare parts for the class boats and moorage hardware is self-explanatory.)

Purpose

To provide a healthy and educational summer-time activity for youth in the area.

Background

Last year, thanks to a Community Agreement grant of \$6000, Deep Bay Yacht Club was able to purchase 5 used Laser sailboats and institute a youth sailing class. We called this program the *Wind Warriors* sailing day camp. Thanks to the support of many volunteer DBYC members (some of whom even provided and manned inflatable coach boats), the first year was a great success. 18 students were graduated and received certificates designated *White Sail I*, similar to the Canadian Yachting Association's introductory programme. Two students attained *White Sail Level II*.

While some of last year's volunteers may not be available this year, others appear eager to step into the breach. So we are optimistic we can still expand the operation to handle more youth, and possibly even respond to requests for adult classes on weekends.

Goals and Objectives

The first major fund-raising event held by DBYC was a bottle and can drive for the Junior Programme. Involving youth in the wholesome recreational activity of sailing has always been a major focus of the Club. Enticing local youth to join the Yacht Club has met with only mediocre success in the past. After last year's success, we realise sailing classes are a much more effective vehicle to attain our goals.

Type of Project

It would be ideal to provide a sailing course certified by the Canadian Yachting Association (CYA). However, such certification would require a major increase in DBYC membership fees. In addition, class fees for students would have to be raised 150% to provide CYA instructor salaries. Last year, we were unable to locate a CYA-certified instructor who would come to

Deep Bay for 4 weeks. So for the time being, we will present the CYA material in our classes, but we hope to utilise the BC Youth Community Action programme to continue to support our instructors.

Location of Project

The Clubhouse, floating in the Deep Bay Marina, will be the centre of educational activities in a classroom environment. Eventually, we hope outside education will take place on floats to be constructed (either moored against the Clubhouse or nearby). These floats would also provide out-of-water storage and lock-down for the training boats.

Number of Clientele

This year, for the first time, the *Wind Warriors* classes will be advertised in the RDN's *Summer Active Living Guide*. This may well increase the number of potential students beyond our capacity of accommodation. The number of participants are limited by the number of training boats available. Our Laser training boats can handle two, a helmsman and a crew member. If we obtain a 6th boat, we can handle 2 more students in 4 sessions, a total of 8 (plus 2 - 4 adults in the adult classes).

Ages of Participants

One measure of "youth" is ages 11 - 18. In the case of sailing classes, the youngster (male or female) must be heavy enough to right a capsized sailboat, and have reasonably good swimming skills (not panic if dumped in the water by said boat). Last year we found some 10 yr-olds of both sexes who could handle themselves very well. However, we also found students at the upper end of this range tended to "take over", when paired with younger students, and younger students' education suffered. This year we propose to limit the ages to 10 - 16 inclusive. We will ask the 17 and 18 yr old students to share in the adult classes.

Safety is the over-riding concern. Each participant will be required to provide their own approved and properly fitting lifejacket. The Sailing Class Director and the instructors will make decisions on a case-by-case basis.

Other Information

The underlying goal is to give our youth a good time in a healthy and educational environment. We would especially like to keep entrance fees low enough to admit ALL youth irrespective of the financial state of their families. If we cannot obtain adequate funding, we will have no recourse but to raise course fees to cover costs.

New Laser sailboats cost approximately \$6700 each. However, old Lasers are still very functional if maintained well, and we will do our best to find a used one. On the other hand, a new 10' inflatable with 10 hp motor is of the same order of magnitude in cost as a Laser, but an old one may have a seriously degraded hull material which is difficult (if not impossible) to repair safely. Likewise, old motors can prove unreliable. Every effort will be made to find suitable used inflatables, but it may be necessary to pay relatively more for a reliable and safe vessel.

C. Financial Information - DBYC Budget 2001

Expenses

1	Used Laser Sailboat (est.)		\$2000.00
1	Used Chase Boat & Motor (est.)		3000.00
	Lumber and Floatation for moorage float		3000.00
3	VHF Radios		900.00
4	Racing Buoys	75.00 ea.	300.00
4	Anchors (Mark roundings)	20.00 ea.	80.00
	Lines & Chain (for above)		200.00
4	Anchors (for Dingy Floats)	75.00 ea.	300.00
	Spare parts for boats, rudders, fittings etc.		500.00

TOTAL

\$10,280.00

Income

Annual membership fees	70 @	\$40.00	\$2800.00
Donations from Club members			1000.00
Bottle Drives (Juniors)			500.00
Race Registrations Non members	10 @	25.00	250.00
Members Use of Club Owned Boats	5 @	60.00	300.00
<u>TOTAL</u>			<u>\$4,850.00</u>