

**REGIONAL DISTRICT OF NANAIMO**

**BOARD MEETING  
TUESDAY, SEPTEMBER 30, 2008**

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## Leung, Elaine

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**From:** David Haynes [david@buckinghamstencils.com]  
**Sent:** September 24, 2008 5:41 PM  
**To:** Leung, Elaine  
**Subject:** Re: DP No. 60831

Thanks a scanned copy helps a lot. I have only one concern regarding Mr. Witta; he got a permit for the access road, and it cut off the access to the lower part of our property. It is mostly un-drivable for regular vehicles. Where it appears to be finished it's okay, but much of it is horrid. It would tear up a normal car in three trips. Perhaps not a 4x4 bush truck, but this is an inadequate extension of Morello road, it is not a logging road. My neighbor has the same problem. Mr. Witta has got this permit over, and over, and left this "road" undrivable for ~ 1 year. Shouldn't he finish this before we have two incomplete projects bordering my (our) property?

I don't mind the house at all, it's over height but that's nothing in the country, in a valley. It looks like a decent design. I'm surprised they haven't built here before.

However I have a concern that this could be a prelude to a full subdivision, and I would have serious concerns and objections about that. I do not want to see land removed from the ALR for residential use; especially on an active farm. I believe Mr. Witta is using this for his family alone, and so this is logical, and good.

The farming community, and our local community plan has stated it does not wish so see development on farmland. We all deserve protection from developers however, who in this area only appear to care about sales, and not the community or it's plan, as shown by subdividing 5 acre lots into "in law" homes which are then sold on 2 1/2 acre lots. Allowing this practice is a mockery of the whole community, and this is allowed by the RDN planners. Please close this "loophole". It undermines your credibility and the community which you represent.

Cheers,

David Haynes 1571 Morello Road Nanoose BC v9p 9b2 voice 1 888-468-9221 fax 1 866 468-9227 david@buckinghamstencils.com www.buckinghamstencils.com

Leung, Elaine wrote:

```
> <<dp 60831- Whitta.doc>>
>
> Hi David,
>
> Please find attached, a copy of the notice of the Notification for
> Development Permit with Variance No. 60831. Hope that is helpful, let
> me know if you have any concerns.
>
> Thanks,
>
> Elaine
>
> *Elaine Leung*
> *Planner*///// /
> /Development Services /
> /Regional District of Nanaimo/
> /Ph (250) 390-6510 Toll Free 1-877-607-4111
> F (250) 390-7511 eleung@rdn.bc.ca/
>
>
```

**COPY TO ALL DIRECTORS PLEASE**

September 29th 2008

To: The Board of Directors, Regional District of Nanaimo

Ladies and Gentlemen,

Re Notice of Development – Variance Application #90812, 5093 Seaview Drive,  
Bowser, B.C. V0R 1G0  
(Kathy and Michael Alexander)

The intention of this letter is to identify water concerns regarding the above development and to indicate how disappointing it is to see the RDN unable or unwilling to enforce the original covenants regarding height, setbacks, water course regulations as envisioned by the Kopina estates developer of this "corner of paradise". Prime example being the "dwelling" presently being built on Lot10 Shoreline Drive on sea frontage!

On a more positive note, it would seem that the development proposed by Mr. & Mrs. Alexander is a very large "footprint" on a partially compromised (lot 3) and delicate bluff lot. However, I have every confidence in the builder, Chris Kuun, and the Alexanders, both of whom I consider to be responsible and honest people.

However, ongoing water experiences continue to raise serious concerns. Around 1991 - before building, a water main break on Seaview coursed through my property and over the crest of the bluff taking 15-20 feet off my frontage. In 2001 (or thereabouts), a tiny sinkhole appeared on Seaview Road in front of my property and within a week, the hole expanded to a 3 foot diameter aperture, revealing a miniscule water pipe and lots of open space with what seemed to be logs - rotten or otherwise - under the road. This hardly inspired any sense of security regarding water containment. (There are four large patches on the road to verify this situation!)

In this same area, where property lines of Lot 4 & 5 meet on the Seaview Road side in front of the Riglin Residence(Lot32), the Domey Creek water course exits under the road into an underground conduit leading to a diffusion tank and then exits on to the beach frontage around Lot 13. On the west side of Lot 4 off Seaview Road are paper boxes surrounded by four trees and two bushes planted there by the former owners (Mullins and Phillips) to take up the accumulation of water which created a visible depression in the land mass. Also evident are the cracks in the concrete of the Lot 5 driveway which I believe is where their foundation was damaged.

What I have described above could, for all intents and purposes, be described as an "Axis of Evil"

Therefore, the following questions arise.....

1. Who is responsible for water levels at the Domey Creek water course under the road?
2. Is the conduit under the ground on Lot 3 maintained and protected by the RDN?

3. Is it in fact large enough to prevent backup into the road and properties bordering the "the Evil Access"?

4. and who is accountable to the residents of Lots 4, 5, 32 and 33 for any road, erosion or flooding damage on the surface or underground?

5. Can this situation be examined and remedied?

Thank you for your time and patience in reading the above comments and I look forward to your reply to my concerns.

Yours truly,

Anne Copas,

RR1.S152.C36.

Bowser, B.C.

VOR 1G0

Tel: 250 757 9350

## Burgoyne, Linda

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**From:** David Bartram [DWBartram@shaw.ca]  
**Sent:** Saturday, September 27, 2008 2:42 PM  
**To:** Thorkelsson, Paul; Garbutt, Geoff; Burgoyne, Linda  
**Subject:** FW: Alexander Development variance permit application No. 90812

For the Board minutes on Tuesday. Dave

-----Original Message-----

**From:** Karen Clement [mailto:sugaryogibear@hotmail.com]  
**Sent:** Saturday, September 27, 2008 1:33 PM  
**To:** Area H Councillor; Owner of lot 4; RDN Planner  
**Subject:** Alexander Development variance permit application No. 90812

September 27, 2008

Re: Alexander Development variance permit application No. 90812

When I purchased my property, 5095 Longview drive, lot 33 Plan 22249 DI 28 Newcastle District on January 30, 2006, I was aware of building restrictions that applied to my property and other properties in plan 22249. I have a copy of the restrictions and point 3 states "No building to be erected on lots 1 to 27 and 29 to 45 of plan 22249 shall have a height of no more than 15 feet ". This is part of a covenant registered in Victoria.

My decision to purchase my property hinged on the fact that there would not be a building higher than 15 feet across from me.

The covenant and the building scheme in it are there to preserve what is here so that it will be here for future generations (sustainability) and to preserve a view for everyone in the community and to have a neighborhood that is aesthetically pleasing.

I am strongly against any of the variances applied for by the Alexanders - permit no. 90812 for development on lot 4, plan 22249, DL 28, Newcastle District.

Upon viewing Alexander's proposal, it appears that they will be escrowing into the bank to put in a lower level. Lot 4 has a waterway running adjacent to and through it. This may have ecological ramifications.

Furthermore they are moving the plan for the building forward because they have concerns about the stability of the bank and in doing so have requested variance towards the street.

People should be aware of the restrictions that limit development on a property - bank stability, nearness to a creek, covenant, bylaws building schemes, etc and not try to get variances to fulfill their own self interests.

The comment that perhaps some other properties are not in compliance with existing covenants, building schemes and bylaws occurred because of self interest individuals went ahead with their plans without notifying anyone

and there was no-one around to enforce those rules.

Sincerely, Karen Clement

**Burgoyne, Linda**

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**From:** David Bartram [DWBartram@shaw.ca]  
**Sent:** Saturday, September 27, 2008 2:41 PM  
**To:** Burgoyne, Linda; Thorkelsson, Paul; Garbutt, Geoff  
**Subject:** FW: Variance permit #90812  
**Attachments:** Restrictive Covenant.pdf; Variance Permit #90812.doc

For the Board Minutes on Tuesday. Dave

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**From:** TERRY RIGLIN [mailto:tinbc1@shaw.ca]  
**Sent:** Saturday, September 27, 2008 10:50 AM  
**To:** planning@rdn.bc.ca  
**Cc:** Bartram, Dave  
**Subject:** Variance permit #90812

Attached is a summary of objections to permit # 90812 and restrictive covenant.

We are unable to attend the meeting on September 30, 2008 due to health reasons.

Please advise us if this is not adequate correspondence.

C. Riglin

9/29/2008



**Dye & Durham Corporation**

A Subsidiary Company of The Cartwright Group Ltd.

#10 - 620 Royal Avenue  
New Westminster, BC V3M 1J2

Vancouver: (604) 257-1850  
New West: (604) 257-1800  
Victoria: (250) 953-1700  
Facsimile: (604) 257-1888  
Toll Free: 1-800-661-1811

Invoice Date: 09/05/08 15:40

Order Date: 09/05/08 15:14

Completed by: KIM VoT  
Team : VIC LAND

www.dyedurhambc.com

**INVOICE**

**4833886**

**ORDER**

**6560685-9**

<b>Client Reference:</b>	<b>Solicitor:</b>
<b>RESTRICTIVE COVENANT</b>	

Account No.: 100001
<b>D&amp;D VICTORIA CASH ONLY</b>

Attention: TERRY RIGLAN
TELEPHONE: (306)574-4909
LOCAL:
FAX PHONE: ( ) -

Service	LTO	Qty	Non-Taxable Disb.	Taxable Disb.	Taxable Fees
MICROFILM COPIES	PAGES 5 NUMBER OF DOCUMENTS 1			5.35	15.00
<i>PLEASE PROVIDE A COPY OF RC - C56767 SEE DD C56762</i>					
E-MAIL REPLY		1	.00		7.00
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**THANK YOU - WE APPRECIATE YOUR BUSINESS**



GDS 42418  
156762

# This Indenture,

156763

made in duplicate this 26<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and seventy-four

Between **SUBSTITUTE FORM "A"**

**KOPINA ESTATE LTD.**, a body corporate duly incorporated under the laws of the Province of British Columbia, having its registered office at 709-744 West Hastings Street, in the City of Vancouver, Province of British Columbia, Incorporation No. 55005

Investor, name, address and occupation of parties

PARTICULARS

40,948.00

Vendor's Assignment of Agreement for Sale

Refer to

Other

12:21

*[Signature]*

AS ~~XXXXXX~~

AND

hereinafter called the "Assignor" of the First Part

hereinafter called the "Purchaser" of the Third Part

~~Whereas~~, by Agreement for Sale dated the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, and made between the above-named Assignor and the above-named Purchaser, the said Assignor agreed to sell and convey unto the said Purchaser, who therein agreed to purchase from the said Assignor, the lands therein and hereinafter described, for the sum of \_\_\_\_\_ Dollars

subject to the conditions and covenants in said Agreement for Sale contained:

~~And whereas~~, there is still owing and unpaid under the said Agreement for Sale the sum of \_\_\_\_\_ Dollars together with interest at the rate of \_\_\_\_\_ per cent. per annum from the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, which moneys and interest are under said Agreement for Sale payable to the Assignor in addition to all sums payable under said Agreement.

~~And whereas~~, the said Assignor has agreed to grant and assign the said Agreement for Sale, and all his interests therein and in the said lands, and all moneys still owing and unpaid under the said Agreement for Sale unto the Assignee herein

Form 42 Land Registry Act (Sec. 50)  
BOOK OF REGISTRATION  
this day of 5 1974  
received at the time  
for the registration  
of the above  
at the Registry Office

With respect to the lands and premises described in the Schedule hereto, the Assignee acknowledges that a Building Scheme has been set out applicable to those lands inter alia, which building restrictions are set out in the Schedule annexed hereto headed Building Restrictions, and it is intended that each owner of Lots 1 - 59 inclusive, Newcastle District, Plan 22249, shall also have the benefit of the covenants contained in said Building Restrictions and that the same shall run with the land.

NOW THEREFORE the Assignee hereby covenants with the Assignor and all persons claiming under them of any lot or lots in the said Plan, to the intent that the burden of these covenants may run with and bind the land hereby conveyed and every part thereof, and to the intent that the benefit thereof may be annexed to and devolve with each and every part of the said plan other than the lots hereby conveyed, to observe those stipulations and building restrictions contained in the Schedule hereto annexed headed Building Restrictions so far as the same relate to the land hereby conveyed.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the premises the Assignee for itself, its successor and assigns, covenants with the Assignor and the person or persons deriving title under him will at all times duly perform and observe all and singular the stipulations and building restrictions set out in the Schedule annexed hereto headed Building Restrictions, and the person or persons deriving title under them during the period of their respective ownership of any interest in the land hereby transferred.

With respect to Lot 12, Plan 24584, it is acknowledged that the Assignors interest in said lands is assigned subject to and with the benefit of the restrictions enumerated in the Declaration of Creation of Building Scheme registered under # 427103-G.

Now, therefore, this Indenture Witnesseth, that in consideration of the premises, and of the sum of One Dollars lawful money of Canada now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged), he, the Assignor, doth hereby grant, assign and set over unto the Assignee the said Agreement for Sale together with all moneys due, owing or payable thereunder, and all the right, title and interest of him the Assignor thereunder and therein.

And this Indenture further Witnesseth, that for the consideration aforesaid, he, the Assignor, by these presents doth grant, bargain, sell, assign, transfer and set over unto the Assignee forever, all and singular ~~the lands and premises~~ those lands and premises particularly described in the Schedule hereto.

To Have and to Hold the said lands and premises unto and to the use of the Assignee forever, subject to the terms, covenants and conditions contained in the said Agreement for Sale.

And the Assignor hereby covenants with the Assignee that there is now due or accruing due and unpaid under the said Agreement for Sale to the Assignor in addition to all other sums payable thereunder the sum ~~of~~ set forth in the schedule hereto, ~~to wit~~ <sup>Dollars</sup> together with interest thereon at ~~the rate~~ <sup>the rates</sup> per cent per annum ~~as set forth in said Schedule~~ from the/day of A. D. 19 73, and that he has done no act nor permitted any act to encumber the said lands save and except as mentioned in said Agreement for Sale and has not done nor permitted any act, and has been guilty of no omission or laches whereby the said Agreement for Sale or any of them has become in part or entirely in anywise impaired or invalid, and he has not released, assigned, hypothecated or discharged the same, nor has any covenant, condition or proviso contained therein, been discharged or waived, nor any breach or non-performance thereof been waived or condoned, and that he will upon request to, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained in the said Agreement for Sale and for the purpose of enforcing all rights of the Assignor in said Agreement for Sale the Assignor hereby nominates, constitutes and appoints the Assignee his true and lawful attorney irrevocable, to use the name of the Assignor in securing the enforcement of all such rights, and doth hereby authorize the Assignee to convey the said lands or the interest of the Assignor therein named, to the Purchaser or such other person, including the Assignee, as may become entitled to a conveyance thereof.

~~And the Assignor doth further covenant and agree that he will~~ of default by the Purchaser in payment of any sum or sums of money which shall become due or owing under the said Agreement for Sale that he will forthwith on demand and truly pay or cause to be paid, to the Assignee any sum or sums so in default.

And the Assignor doth further covenant and agree that the giving or extending of time for the payment of any sum or sums of money payable under the said Agreement for Sale or for the performance of any condition or covenant contained therein, by the Assignee to the Purchaser or any ~~person, shall not constitute a release or discharge of the Assignor of the covenants~~



~~And the Assignor doth hereby acknowledge having received from the Assignee the sum of money retained and doth acknowledge and admit that the amount owing by him under the said Agreement for Sale is as hereinbefore set out.~~

~~And the Purchaser doth further covenant, promise and agree to and with the Assignee, that he will pay or cause to be paid to the Assignee, the said sum of money still owing and unpaid under the said agreement for Sale on the days and times and in the manner therein set forth, and that he will keep, observe and perform the covenants, promises and agreements therein contained.~~

Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

And it is further agreed that the words "Assignor, Assignee, or Purchaser" wherever used in this Indenture shall include and be binding on, and enure to the benefit of not only the said parties hereto, but also on and to their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Corporate Seal of KOPINA ESTATE LTD. was hereunto affixed in the presence of its proper officers duly authorized in that behalf the day and year first above written.

THE CORPORATE SEAL of )  
KOPINA ESTATE LTD. was )  
hereunto affixed in the )  
presence of: )

*John H. ...*  
*Secretary*

IN WITNESS WHEREOF the Corporate Seal of PREMIER FINANCE LIMITED was hereunto affixed in the presence of its proper officers duly authorized in that behalf the day and year first above written.

THE CORPORATE SEAL of )  
PREMIER FINANCE LIMITED was )  
hereunto affixed in the )  
presence of: )

*R. ...*  
Attorney-in-fact for  
PREMIER FINANCE LIMITED p/a No. B 79474

~~And the Assignor doth hereby acknowledge having received from the Assignee the sum of money retained and doth acknowledge and admit that the amount owing by him under the said Agreement for Sale is as hereinbefore set out.~~

Signatures of Witnesses  
in the presence of:

Signature of Witness .....  
Street Address .....  
City .....  
Occupation .....

56764

SCHEDULE

BUILDING RESTRICTIONS

1. No dwelling house constructed on the said lands shall be designed and constructed except for single family use and occupation, and shall contain a living area floor plan of not less than 1000 sq. ft., such measurement shall exclude the area of all basements, garages, patios and carports, covered passageways and other construction of a similar nature being outside the normal living area of a dwelling house.
2. No building shall be erected on any lot unless the plans of the exterior design of such dwelling house and the colour of the exterior painting have first been approved by Kopina Estate Ltd. before commencement of construction or painting.
3. No buildings to be erected on Lots 1 to 27 and 29 to 45 of Plan 22249 shall have a height of more than 15 feet.
4. No buildings to be constructed on Lots 22 to 59 of said Plan 22249 shall be constructed without the consent of Kopina Estate Ltd. on said lots unless they have the following set-backs, viz:
  - Front Yard 30 feet
  - Rear Yard 30 feet
  - Side Yard minimum 5 feet, with minimum total side yard of 17 feet
5. The exterior of all buildings to be constructed on the said lands shall be completed within 12 months of commencement of construction.
6. It is the intention of the Grantor that the property contained in this Subdivision Plan shall be for residential purposes only and to this end no business, trade or profession shall be carried on upon the lands hereby conveyed, nor shall anything be done or maintained thereon which may be or may become an annoyance or nuisance to the said lands or to any lot or the owners thereof. Furthermore, no commercially licensed vehicle required by law to have the owner/operator's name thereon shall be permitted to operate from any lot in the said Subdivision Plan unless the said vehicle is kept in a closed-in garage whilst on the premises.
7. No sign, billboard or advertising matter of any kind (except the ordinary signs offering the said lands or buildings thereon for sale or rent) shall be placed upon the said lands without the written consent of Kopina Estate Ltd.
8. Trailers or other temporary living accommodation shall not be placed on the said lands at any time except during the course of construction of a dwelling house on the lot on which such trailer or other temporary living accommodation may be situated.

Terry & Cynthia Riglin  
Site 152 Comp 32  
Bowser, BC V0R 1G0

September 27, 2008

Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

Dear Sir:

Re: Lot 4, District Lot 28, Newcastle District, Plan 22249 Development Variance Permit Applications  
90812

We purchased Lot 32, District Lot 28, Newcastle District Plan 22249 in April 2005 with Restrictive  
Covenant C 56767 (see DD C56762). (see attached)

We are not in favor of the development variance permit application 90812 for the following reasons:

- Building too close to the old stream bed may affect the flow of underground water causing  
burden on bank
- Building too close to the road will affect our property value
- Height of buildings will affect our property value, the neighbourhood's charm and ambience

One of the main reasons we purchased our property is because of the covenant that restricted the  
height of the buildings on the respective lots.

If we do not maintain the covenant, the entire neighbourhood will lose its esthetic appeal.

Respectfully Submitted,

Terry & Cynthia Riglin

**Armstrong, Jane**

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**From:** Tonn, Nancy  
**Sent:** September 29, 2008 10:56 AM  
**To:** Burgoyne, Linda  
**Cc:** Armstrong, Jane; Pearse, Maureen  
**Subject:** FW: Variance Application #90812- Seaview Drive, Bowser. Area H.

September 29<sup>th</sup> 2008.

**COPY TO ALL DIRECTORS PLEASE**

To:  
Regional District of Nanaimo Board of Directors

Ladies and Gentlemen,

Re Notice of Development – Variance Application #90812, 5093 Seaview Drive, Bowser, B.C. V0R 1G0 (Kathy and Michael Alexander)

We the undersigned: Mr.& Mrs. Antonie Kornman, Lot 30-5076 Seaview Drive, RR1.S152.C2 Bowser, B.C. V0R 1G0, protest this development for the following reasons: Domey Creek (the existing watercourse) runs through our property and reaches the culvert in front of the residence of Cynthia and Terry Riglin, 5094 Seaview Drive. This culvert can and has flooded with seasonal excesses of rain and snow and the accumulation of debris. On two occasions this resulted in flooding in our basement. This raises the following concerns:

1. Who is responsible for monitoring the water level at this site?
2. Is the conduit that carries the creek water under the road and along the east property line of Lot 3 adequate to contain this watercourse?
3. What are the measurements of this conduit?
4. What protection is provided to this area?

In addition, the original regulations for heights and location restrictions were intended to divide and set out Kopina estates as a natural and fitting environment for all the residents.

The proposal to build and block the ocean view from all passersby and to change the open view only for a selected few, invites the “free for all” of a “Parkesville” development and therefore is not acceptable.

We are unable to attend the meeting as scheduled on Tuesday, September 30<sup>th</sup> 2008. However, we would appreciate a **written response** to our concerns and questions, also to be advised of the decision of the Board.

Yours truly,  
Antonie and Barbara Kornman,  
Lot 30, 5076 Seaview Drive,  
RR1.S152.C2,  
Bowser, B.C. V0R 1G0.  
Tel: 250 757 9766.

29/09/2008



MEMORANDUM

RDN REPORT	
CAO APPROVAL	
EAP	
COW	
SEP 29 2008	
RHD	
BOARD	✓ Sept 30 '08
September 24, 2008	

**TO:** John Finnie  
General Manager of Environmental Services

**DATE:** September 24, 2008

**FROM:** Sean De Pol  
Manager of Liquid Waste

**FILE:** 2240-20-EARTHTEC

**SUBJECT:** Engineering Services Contract  
Liquid Waste Department

**PURPOSE**

To consider awarding a contract for the provision of engineering consulting services for the liquid waste department.

**BACKGROUND**

The Regional District of Nanaimo had a contract with Associated Engineering (BC) Ltd. to provide engineering services to the Liquid Waste Department; the contract expired on June 4<sup>th</sup> 2008 and services are currently provided on a month-to-month basis. A formal Request for Proposals (RFP) for Consulting Services was recently advertised in local papers and posted on our web page to solicit proposals from interested firms. The District's existing service provider and 7 additional firms, with experience in wastewater engineering, were invited to submit proposals. Four proposals were received by the deadline of August 28, 2008. The firms that submitted proposals were Earth Tech (Canada) Inc., Associated Engineering (BC) Ltd., Stantech Consulting Ltd. and Wedler. No late proposals were submitted.

All proposals were of excellent quality. The proposals were assessed by a committee of four RDN staff according to the following criteria:

- Project Team Experience (20%)
- Relevant Experience (20%)
- Project Management Approach (20%)
- Scope of Services Provided "in-house" (15%)
- General Criteria (15%)
- Fee Structure (10%)

While proposals indicated that all the firms could provide acceptable services to the RDN, the review committee concluded that Earth Tech (Canada) Inc. (Earth Tech) was the best proposal. Their combination of team experience, ISO 9001 certification and National Wastewater Benchmarking involvement, as well as their communication methods, progress reporting and billing structure, resulted in staff's conclusion to recommend the selection of their firm.



## **Evaluation of Proposal**

Since 1999 the District has participated in Earth Tech's National Water and Wastewater Benchmarking Initiative. Each year Earth Tech staff have conducted site visits to collect a wide range of technical and non technical performance measure data to assist the District in its continuous improvement activities. Through this inspection process, Earth Tech staff have gained detailed knowledge and familiarity with all RDN facilities. Additionally, one of the project team members included in Earth Tech's proposal worked closely with the District's staff on several key past projects and is familiar with the District's wastewater collection, pumping and treatment systems.

In addition, Earth Tech's local team, national and international technical resources and expertise, and their recent acquisition by AECOM, provides an increased depth and capability. In B.C., Earth Tech's team gained the resources of Gartner Lee and UMA Engineering and has grown with close to 300 engineers and technologists. Gartner Lee has worked with the RDN in the past on solid waste management assignments and will assist on this program with source control, residuals management and marine outfall expertise. UMA brings wastewater treatment expertise and significant collection system experience.

Furthermore, The Earth Tech team provides local expertise and corporate depth in all areas of expertise requested in the RFP, specifically: wastewater management planning, wet weather flow management, collection systems, wastewater pump stations, wastewater treatment plants, integrated resource management, residuals management, odour control, source control, marine outfalls and cogeneration.

Also, Earth Tech has expertise in a number of other key areas that will benefit the RDN including: treatment plant operations, asset management, maintenance management, financial evaluation, GHG reduction modeling, air quality and dispersion modeling, noise abatement, and computational fluid dynamics.

Earth Tech's proposal offers consulting services as though they were located in the RDN, eliminating the travel costs from their office in Vancouver. (All proposals had offices located outside Nanaimo.) Moreover, Earth Tech proposes to make their Project Manager available in Nanaimo one day a month to discuss project status at no cost to the RDN. They have also proposed to set up a web site for RDN staff where contract documents, drawings, reports, and meeting minutes will be posted. This will expedite reporting and review of ongoing projects at our liquid waste facilities.

Earth Tech provides engineering services to several Regional Districts and Municipalities in British Columbia including: Comox Valley Regional District, Capital Regional District and City of Abbotsford. Reference checks were conducted with the above organization with consistently positive feedback.

## **ALTERNATIVES**

1. Prepare a consulting services contract with Earth Tech (Canada) Inc. for wastewater engineering advice for a three-year term with the option of renewing for an addition two-year term.
2. Prepare a contract with one of the other firms that submitted a proposal.

## **FINANCIAL IMPLICATIONS**

The advantage of having a dedicated consultant for wastewater services is that staff time is not spent preparing, assessing and managing numerous Request for Proposals. Further, less time will be spent collecting and providing information for a firm that is experienced with the RDN's facilities; resources go into actual design and construction services. Without a sole supplier of engineering services, additional staff will be required to maintain pace with the number of operational and capital projects that are necessary to maintain our wastewater treatment assets. Comparatively operations equivalent to the RDN's size that do not have a dedicated consultant, have larger engineering departments to carry out these functions.

All four proposals had similar fees for engineering services. The review committee determined that Earth Tech's proposal offered the most value. The decision was based on Earth Tech's experience, billing methods and provision of services.

All proposals that were received were of excellent quality, however the staff review concluded that Earth Tech's proposal best fit the assessment criteria set out in the RFP.

## **CONCLUSION**

The Regional District of Nanaimo had a contract with Associated Engineering (BC) Ltd. for liquid waste consulting; the contract has recently expired. A formal Request for Proposal for Consulting Services was advertised in local papers and posted on our web page to solicit proposals from interested firms. The District's existing service provider and 7 additional firms, experienced in wastewater engineering, were invited to submit proposals. Four proposals were submitted by the deadline of August 28, 2008. The firms that submitted proposals were Earth Tech (Canada) Inc., Associated Engineering (BC) Ltd., Stantech Consulting Ltd. and Wedler.

A staff review committee has completed the assessment of the proposals. While the proposals indicated that all the firms could provide acceptable services to the RDN, the review committee concluded that Earth Tech (Canada) Inc.'s was the preferred proposal. Their combination of team experience, ISO 9001 certification and National Wastewater Benchmarking involvement, as well as their communication methods, progress reporting and billing structure, resulted in staff's conclusion to recommend the selection of their firm.

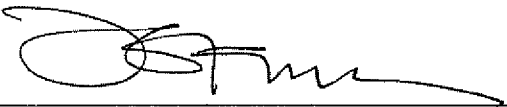
Their proposal offers to provide their consulting services as though they were located in the RDN, which eliminates travel costs from their office in Vancouver. (All of the proposals had their offices located outside Nanaimo.) In addition Earth Tech (Canada) Inc. proposes to make their Project Manager available one day a month in Nanaimo to discuss project status at no cost to the RDN. They have also proposed to set up a web site for RDN staff where they will post contract documents, drawings, reports, and meeting minutes. This will expedite reporting and review of projects ongoing at our liquid waste facilities.

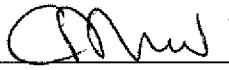
In July 2008, Earth Tech joined the AECOM Technology Group family of companies and became known as "Earth Tech AECOM". Locally in B.C., this has added the resources of UMA Engineering and Gartner Lee, and has increased their team to almost 300 engineers and technologists. Staff is recommending that they be awarded the service contract.

**RECOMMENDATION**

That staff be directed to prepare a consulting services contract with Earth Tech (Canada) Inc., for wastewater engineering advice for a three-year term with the option of renewing for an addition two-year term.

  
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Report Writer

  
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General Manager Concurrence

  
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CAO Concurrence

COMMENTS: