

**REGIONAL DISTRICT OF NANAIMO**

**COMMITTEE OF THE WHOLE  
TUESDAY, FEBRUARY 9, 2010  
7:00 PM**

*(RDN Board Chambers)*

**A G E N D A**

**PAGES**

**CALL TO ORDER**

**SPECIAL PRESENTATION**

**James Lunney, MP & Jim Craven, Member FCM Council**, re FCM Green Municipal Fund Award.

**DELEGATIONS**

- 4           **Annette Tanner, Western Canada Wilderness Committee**, re Land Use Plan of Coastal Douglas-Fir Ecosystems on Crown Land.
- 5           **Wilfrid Worland**, re Protecting Crown Land and Portions of Whiskey Creek and its Feeders on Chatsworth Road from Resource Operations.
- 6           **Helga Schmitt**, re Nanoose Neighbourhood Water Concerns.

**MINUTES**

- 7 – 18           Minutes of the regular Committee of the Whole meeting held January 12, 2010 and the Special Committee of the Whole meeting held January 26, 2010.

**BUSINESS ARISING FROM THE MINUTES**

**COMMUNICATIONS/CORRESPONDENCE**

**UNFINISHED BUSINESS**

***CORPORATE ADMINISTRATION SERVICES***

- 19 – 29           2010 Service Area Work Plan Projects.

***DEVELOPMENT SERVICES***

**BUILDING & BYLAW**

- 30 – 40            District 69 Animal Control Services – Service Contract & Kennelling Agreement.  
Expansion of Building Inspection Service in the RDN. (to be circulated)

***REGIONAL AND COMMUNITY UTILITIES***

**WASTEWATER**

- 41 – 42            Greater Nanaimo Pollution Control Centre, French Creek Pollution Control Centre and  
Nanoose Pollution Control Centre Upgrade and Expansion – Preliminary Request for  
Funding.

**WATER**

- 43 – 44            Hamilton Marsh Water Licensing.
- 45 – 61            Amendment Bylaws No. 619.16, 700.17, 1097.12, 1172.10, 1383.06, 1434.05 &  
1468.05 – Increase Water User Rates in the French Creek, Surfside, Decourcey, San  
Pareil, Englishman River, Melrose and Nanoose Bay Peninsula Water Service Areas.

***TRANSPORTATION AND SOLID WASTE SERVICES***

**TRANSPORTATION**

**SOLID WASTE**

- 62 – 118           Solid Waste Collection Service - Award of Residential Curbside Collection Contract.
- 119 – 156           Solid Waste Disposal Service - Award of Organic Waste Processing Contract.

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**Arrowsmith Water Service Management Committee.**

- 157 – 159           Minutes of the Arrowsmith Water Service Management Committee meeting held  
January 12, 2010. (for information)

**District 69 Recreation Commission.**

- 160 – 163           Minutes of the District 69 Recreation Commission meeting held January 21, 2010. (for  
information)

**Electoral Area 'A' Parks, Recreation and Culture Commission.**

164 – 169

Minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held January 20, 2010. (for information)

*That the following recommendations be forwarded to the Board for consideration at the 2010 budget deliberations:*

- 1. That the Electoral Area 'A' Parks, Recreation and Culture Commission support the 2010 Annual Budget and Five Year Capital and Financial Plan as presented for Electoral Area 'A' Recreation and Culture Services to be then considered by the Regional Board during the 2010 Annual Budget process.*
- 2. That the Electoral Area 'A' Parks, Recreation and Culture Commission support the 2010 Annual Budget and Five Year Capital and Financial Plan as presented for Electoral Area 'A' Community Parks to be then considered by the Regional Board during the 2010 Annual Budget process.*

**Regional Agricultural Advisory Committee.**

170 – 191

Minutes of the Agricultural Advisory Committee meeting held November 27, 2009. (for information)

**ADDENDUM**

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**NEW BUSINESS**

**BOARD INFORMATION (Separate enclosure on blue paper)**

**ADJOURNMENT**

**IN CAMERA**

## Burgoyne, Linda

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**From:** WCWC Mid Island Chapter [wcwcqb@shaw.ca]  
**Sent:** Wednesday, January 27, 2010 8:56 AM  
**To:** Burgoyne, Linda  
**Subject:** Request to appear as a delegation Feb. 9

I would like to request to be a delegation for your February 9 meeting to thank the board for the work they have done in the past year and to distribute our 2010 Western Canada Wilderness Committee calendars to each of the directors. I would also at this time like to encourage support from the board for the recent provincial government initiative to seek public input regarding a land use plan for several pieces of Coastal Douglas-fir ecosystems on Crown land, several of which are within the Regional District of Nanaimo.

Thank you.

Yours truly,

Annette Tanner 250 752-6585, cell 250 240-7470

## Burgoyne, Linda

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**From:** worland/mayhew [judywilf@telus.net]  
**Sent:** Friday, January 29, 2010 1:06 PM  
**To:** Burgoyne, Linda  
**Cc:** Darrell and Kristina  
**Subject:** Fw: Request to appear as a delegation Feb. 9

Please accept my request to be a delegation for your February 9 meeting.

I will be addressing the efforts of the Chatsworth/Walz/Winning Way community and neighbouring residents in protecting Crown Land and portions of Whiskey Creek and its feeders on Chatsworth Road from resource operations, for which there is currently an application pending (No. 1413801) .

Thank you.

Sincerely,

Wilfrid Worland  
250 752-8618 (home)  
250 954-9414 (cell)

## Burgoyne, Linda

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**From:** Helga [murdoc.is@shaw.ca]  
**Sent:** Monday, February 01, 2010 10:43 AM  
**To:** Burgoyne, Linda  
**Subject:** Delegation for Feb 9 meeting

Hi Linda,

I would like to request to be a delegation for your February 9 meeting to talk about recent Nanoose neighbourhood water concerns.

Thank you,

Yours truly,

Helga Schmitt 250-468-5510, cell 250-228-2498

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE  
MEETING HELD ON TUESDAY, JANUARY 12, 2010 AT 7:00 PM  
IN THE RDN BOARD CHAMBERS

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Alternate	
Director F. Van Eynde	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director C. Haime	District of Lantzville
Director E. Mayne	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo

**Also in Attendance:**

C. Mason	Chief Administrative Officer
M. Pearse	Senior Manager, Corporate Administration
N. Avery	Gen. Manager of Finance & Information Services
J. Finnie	General Manager of Regional & Community Utilities
D. Trudeau	General Manager of Transportation & Solid Waste
P. Thorkelsson	General Manager of Development Services
T. Osborne	General Manager of Recreation & Parks
N. Tonn	Recording Secretary

**CALL TO ORDER**

The Chairperson welcomed Alternate Director Van Eynde to the meeting.

**DELEGATIONS**

**Roger McDonell, Vancouver Island North Film Commission, re Request for 2010 Annual Funding.**

Mr. McDonell provided an overview of the Vancouver Island North Film Commission including the commission's vision, accomplishments and future plans for expansion to serve all of the North Vancouver Island areas. Mr. McDonell also requested funding from the Regional District and representation by the RDN on the Film Commission.

**Shelley Seniuk & Jacqueline Fennellow, re Rural Streetlighting Service Boundary Extension – Area 'E'.**

Ms. Seniuk and Ms. Fennellow provided a short history of the streetlighting application and raised concerns respecting the impact streetlighting would have on the area. A petition was also presented to the Committee for their information.

**Paul Chapman & Ron Tanasichuk, Nanaimo & Area Land Trust, re 2009 Annual Report and Request for Renewed Annual Funding.**

Mr. Tanasichuk reviewed NALT's mission statement, programs, services, land acquisitions and conservation covenants. Mr. Chapman presented further detailed information on the many programs and services provided. Information packages were distributed to all Committee members. Mr. Tanasichuk summarized by requesting annual funding of \$30,000 for 2010.

**LATE DELEGATION**

MOVED Director Westbroek, SECONDED Director Van Eynde, that a late delegation be permitted to address the Committee.

CARRIED

**Berni Walsh & Vaughan Roberts, Walbern Management Inc., re Nuttal Ridge Streetlighting.**

Mr. Walsh and Mr. Roberts provided information on the steps taken to inform residents of the Nuttal Ridge streetlighting application and the impact streetlighting may or may not have on the area.

**MINUTES**

MOVED Director Westbroek, SECONDED Director Mayne, that the minutes of the regular Committee of the Whole meeting held November 10, 2009 be adopted.

CARRIED

**COMMUNICATIONS/CORRESPONDENCE**

**Brian Kingzett, Vancouver Island University, re Letter of Support for the Deep Bay Field Station.**

MOVED Director Bartram, SECONDED Director Van Eynde, that the correspondence from the Vancouver Island University requesting a letter of support for an application for funding to the Provincial Innovative Clean Energy Fund entitled "Mid Island Renewable Energy Showcase" be received.

CARRIED

**Correspondence, re Rural Streetlighting Service Amendment Bylaw No. 791.18.**

MOVED Director Bartram, SECONDED Director Van Eynde, that the correspondence from residents regarding "Rural Streetlighting Service Amendment Bylaw No. 791.18" be received.

CARRIED

***CORPORATE ADMINISTRATION SERVICES***

**Meeting Schedule for 2010.**

MOVED Director Westbroek, SECONDED Director Holdom, that the 2010 meeting schedule be received for information and, as has been the practice since 2006, the August Committee meetings be deferred to September.

CARRIED



***FINANCE AND INFORMATION SERVICES***

**FINANCE**

**Bylaw 1584 – Security Issuing Bylaw in Relation to the Cedar Sewer Capital Financing Service (Stage 2 – Small Lot Residential Properties).**

MOVED Director Burnett, SECONDED Director Young, that “Regional District of Nanaimo (Cedar Sewer Small Lot Residential Properties Stage 2 Capital Financing Service) Security Issuing Bylaw No. 1584, 2010” be introduced and read three times.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that “Regional District of Nanaimo (Cedar Sewer Small Lot Residential Properties Stage 2 Capital Financing Service) Security Issuing Bylaw No. 1584, 2010” be adopted and forwarded when required to the Ministry of Community & Rural Development for a Certificate of Approval.

CARRIED

**Bylaw 1587 – Security Issuing Bylaw in Relation to the Meadowood Fire Protection Service.**

MOVED Director Biggemann, SECONDED Director Bartram, that “Meadowood Fire Protection Service Security Issuing Bylaw No. 1587, 2010” be introduced and read three times.

CARRIED

MOVED Director Biggemann, SECONDED Director Bartram, that “Meadowood Fire Protection Service Security Issuing Bylaw No. 1587, 2010” be adopted and forwarded when required to the Ministry of Community & Rural Development for a Certificate of Approval.

CARRIED

**2009 Audit Plan.**

MOVED Director Westbrook, SECONDED Director Holdom, that the 2009 audit plan proposed by Meyers Norris Penny LLP be received and approved as presented.

CARRIED

**2010 Proposed Budget Overview.**

The General Manager, Finance & Information Services, presented a visual overview highlighting several areas of the proposed 2010 budget.

MOVED Director Holdom, SECONDED Director Westbrook, that the proposed 2010 budget be approved in principle and that staff be directed to finalize preparation of the 2010 to 2014 financial plan.

CARRIED

MOVED Director Holdom, SECONDED Director Westbrook, that the schedule of budget meetings and publications be approved and published as presented.

CARRIED

**Amendment Bylaws No. 789.03, 803.05, 804.06, 1001.03 & 1553.02 – Increase the Requisition Limits for the Fairwinds Streetlighting, Areas ‘E’ & ‘F’ Community Parks, Parksville Fire Protection and Regional Growth Management Services.**

MOVED Director Van Eynde, SECONDED Director Burnett, that “Regional Growth Management Service Amendment Bylaw No. 1553.02, 2010” be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Van Eynde, SECONDED Director Burnett, that “Parksville (Local) Fire Protection Area Amendment Bylaw No. 1001.03, 2010” be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Van Eynde, SECONDED Director Burnett, that “Electoral Area ‘E’ Community Parks Local Service Amendment Bylaw No. 803.05, 2010” be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Van Eynde, SECONDED Director Burnett, that “Electoral Area ‘F’ Community Parks Local Service Amendment Bylaw No. 804.06, 2010” be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Van Eynde, SECONDED Director Burnett, that “Fairwinds Streetlighting Local Service Amendment Bylaw No. 789.03, 2010” be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

**Bylaws No. 899.01 & 1358.01 – Amend the Apportionment Sections of the District 69 Swimming Pool & Ice Arena Service Establishment Bylaws.**

The Chairperson noted that this item had been removed from the Agenda.

***RECREATION AND PARKS SERVICES***

**RECREATION**

**Bylaws No. 861.02 & 1588 – Amend the Joint Civic Properties & Recreation Commission Establishment Bylaw and Establish a Reserve Fund for the Service.**

MOVED Director Westbroek, SECONDED Director Mayne, that “Northern Community Recreation Service Amendment Bylaw No. 861.02, 2010” be introduced, read three times and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Westbroek, SECONDED Director Mayne, that “Northern Community Recreation Service Reserve Fund Establishment Bylaw No. 1588, 2010” be introduced for three readings.

CARRIED

MOVED Director Westbroek, SECONDED Director Mayne, that “Northern Community Recreation Service Reserve Fund Establishment Bylaw No. 1588, 2010” be adopted.

CARRIED

**REGIONAL AND COMMUNITY SERVICES**

**ENGINEERING**

**Bylaw No. 791.18 – Amends the Rural Streetlighting Service Establishment Bylaw to Include an Area ‘E’ Property.**

MOVED Director Van Eynde, SECONDED Director Young, that this item be deferred to the next Committee of the Whole meeting.

DEFEATED

MOVED Director Van Eynde, SECONDED Director Young, that staff be directed to arrange a meeting at RDN offices for the Developer and Shelley Seniuk, Jacqueline Fennelow, Theresa Watson and other local residents they may wish to bring to discuss the streetlights proposed for the new subdivision at the end of Prawn Road in Nanoose Bay, and that staff report the results of the meeting to the Board.

DEFEATED

MOVED Director Van Eynde, SECONDED Director Holdom, that the streetlighting application be approved and that “Rural Streetlighting Local Service Area Amendment Bylaw No. 791.18, 2009” be introduced and read three times.

DEFEATED

**WATER**

**Water Services Operations Centre Lease Agreement.**

MOVED Director Westbroek, SECONDED Director Holdom, that the Board direct staff to complete a five year lease agreement with Noort Investments and Associates for Unit #7, 8 – 1065 Herring Gull Way in Parksville.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**District 69 Recreation Commission.**

MOVED Director Bartram, SECONDED Director Mayne, that the minutes of the District 69 Recreation Commission meetings held November 19, 2009 and December 17, 2009 be received for information.

CARRIED

***From the Commission Meeting held November 19, 2009.***

MOVED Director Bartram, SECONDED Director Van Eynde, that staff be directed not to proceed further with the Ravensong Aquatic Centre expansion review at this time and that the user groups be advised accordingly.

CARRIED

MOVED Director Bartram, SECONDED Director Van Eynde, that the Regional District forward a letter of thank you to the Lion’s Club and the Parksville Save-on-Foods for their financial contribution, which allows free admission to the Oceanside Place Family Skate Sessions which has provided an opportunity to all District 69 families to actively participate in a healthy sport.

CARRIED

*From the Commission Meeting held December 17, 2009.*

MOVED Director Bartram, SECONDED Director Van Eynde, that subject to confirmation of funding of \$12,000 from the Oceanside Track and Field Club, \$4,000 from the District 69 Sports Association, the Regional District of Nanaimo support the proposal from the Oceanside Track and Field Club for improvements to the track at Ballenas Secondary School under the UBCM School Community Connections Program in partnership with School District #69 and provide \$6,500 from the District 690 Recreation Coordination Function for the project.

CARRIED

MOVED Director Bartram, SECONDED Director Van Eynde, that the Regional District of Nanaimo endorse the Terms and Conditions as set out under the UBCM School Community Connections Program for Phase III funding.

CARRIED

**District 69 Recreation Commission Budget Recommendations.**

MOVED Director Bartram, SECONDED Director Van Eynde, that the following recommendations be forwarded to the Board for consideration at the 2010 budget deliberations:

- (a) That the Board support a contribution of \$6,500 for the Track improvements at Ballenas Secondary School to be funded through the District 69 Recreation Coordinating Function by reducing the same amount from the \$30,000 identified to be transferred to reserves in the proposed 2010 annual budget.
- (b) That the Board support the increase to the Arrowsmith Community and Enhancement Society 2010 contract in the amount of \$5,880, to cover their operating costs budget shortfall, and that the increase be funded by lessening the amount set aside in 2010 reserve funds by an equal amount.

CARRIED

**Drinking Water Protection Advisory Committee.**

MOVED Director Bartram, SECONDED Director Rudischer, that the minutes of the Drinking Water Protection Advisory Committee meeting held December 8, 2009 be received for information.

CARRIED

**Regional Parks & Trails Advisory Committee.**

MOVED Director Young, SECONDED Director Burnett, that the minutes of the Regional Parks & Trails Advisory Committee meeting held December 1, 2009 be received for information.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that the Mount Benson Regional Park Management Plan be approved.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that future regional park management plans include a costing matrix regarding the policies and actions outlined in the plan.

CARRIED

**Regional Solid Waste Advisory Committee.**

MOVED Director Burnett, SECONDED Director Mayne, that the minutes of the Regional Solid Waste Advisory Committee meeting held November 19, 2009 be received for information.

CARRIED

**Electoral Area 'H' Parks and Open Space Advisory Committee.**

MOVED Director Bartram, SECONDED Director Holdom, that the minutes of the Electoral Area 'H' Parks and Open Space Advisory Committee meeting held December 9, 2009 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Holdom, that the following recommendation be forwarded to the Board for consideration at the 2010 budget deliberations:

That the Board support the Electoral Area 'H' Community Parks Budget recommendation that the \$40,000 in professional fees for Henry Morgan Park include signage and that \$40,000 be transferred to capital reserves.

CARRIED

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**Letter of Support for the Deep Bay Field Station.**

MOVED Director Bartram, SECONDED Director Mayne, that the RDN Board provide a letter of support for Vancouver Island University's application titled "Mid Island Renewable Energy Showcase" to the Provincial Innovative Clean Energy Fund.

CARRIED

MOVED Director Bartram, SECONDED Director Mayne, that this item be forwarded to the January 12, 2010 Special Board meeting.

CARRIED

**Nanaimo & Area Land Trust Funding Request.**

MOVED Director Holdom, SECONDED Director Van Eynde, that the Nanaimo & Area Land Trust's funding request in the amount of \$30,000 be considered as part of the 2010 budget deliberations.

CARRIED

**Vancouver Island North Film Commission Funding Request.**

MOVED Director Westbroek, SECONDED Director Johnstone, that staff send a letter to the Vancouver Island North Film Commission to inform them that funding will not be forthcoming as the Regional District of Nanaimo does not have an economic development function, and that a Board representative will not be appointed to sit on the VI North Film Commission.

CARRIED

**NEW BUSINESS**

**Coastal Douglas Fir (CDF) Protection of Crown Land in Electoral Area 'H'.**

MOVED Director Bartram, SECONDED Director Mayne, that the RDN Board request staff to write a letter to the Provincial Government supporting their proposed Coast Douglas Fir Protection of Crown Land in Electoral Area 'H', however, requesting that the below noted areas inside the boundary of the Bowser Village Centre be considered for future civic and cultural uses such as parks, trails and public open space, community fire hall and ambulance facility, seniors housing and community sewer system. These areas are:

- (a) District Lot 36, Plan 2076, PT1 and PT2.
- (b) District Lot 85, Plan 2076, Rem Lot 14, 15, 18 and 19.

CARRIED

**ADJOURNMENT**

MOVED Director Holdom, SECONDED Director Westbrook, that this meeting terminate.

CARRIED

TIME: 8:48 PM

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CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE  
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON  
TUESDAY, JANUARY 26, 2010, AT 5:30 PM IN THE  
RDN BOARD CHAMBERS

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director L. McNabb	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director J. Kipp	City of Nanaimo

**Also in Attendance:**

C. Mason	Chief Administrative Officer
M. Pearse	Sr. Mgr., Corporate Administration
J. Finnie	Gen. Mgr., Water & Wastewater Services
P. Thorkelsson	Gen. Mgr., Development Services
T. Osborne	Gen Mgr., Recreation & Parks Services
N. Avery	Gen. Mgr., Finance & Information Services
J. Finnie	Gen. Mgr., Transportation & Solid Waste Svcs.
N. Tonn	Recording Secretary

***FINANCE AND INFORMATION SERVICES***

**FINANCE**

**2010 Proposed Budget Overview**

MOVED Director McNabb, SECONDED Director Holdom, that the 10% increase in tax requisition of \$4,250 for the General Grants in Aid budget be retained.

CARRIED

MOVED Director McNabb, SECONDED Director Holdom, that the tax requisition increase of \$22,500 in the D69 Community Justice budget be retained.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that the General Administration tax requisition be reduced by \$35,000.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that the transfer of \$50,000 from the EA Administration budget to the Building Inspection budget be deleted.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that the tax requisition for the EA Administration budget be reduced by \$4,000 and that the publication of Electoral Area newsletters decrease to two times a year in 2010.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that the tax requisition in the Building Inspection budget be decreased by \$10,000 to recognize the additional fee revenues from new rates.

CARRIED

MOVED Director Holme, SECONDED Director Kipp, that the Regional Parks parcel tax be increased by \$1.00 per year for the next ten years for a maximum of \$20.00 per property.

MOVED Director Bartram, SECONDED Director Holdom, that this item be referred to staff to prepare a report for the Board's review.

CARRIED

MOVED Director Westbroek, SECONDED Director Holdom, that the tax requisition in the Regional Parks Operating budget be increased by \$30,000 to provide an operating grant to Nanaimo Area Land Trust (NALT).

CARRIED

MOVED Director Holme, SECONDED Director Haime, that the tax requisition in the Regional Parks Operating budget be reduced by \$39,000 through the deferral of the Little Qualicum River Estuary accretion project, the Mt. Benson kiosk reduced costs, the application of the MIA risk management grant for fire fighting initiatives in Regional Parks and previous year's projected to actual results.

CARRIED

MOVED Director Bartram, SECONDED Director Holdom, that the tax requisition in the amount of \$66,000 for the Drinking Water Protection budget be retained.

CARRIED

MOVED Director Westbroek, SECONDED Director Mayne, that the tax requisition for the D69 Recreation Coordinating budget be reduced by \$6,100 through the final year end results operating cost adjustments.

CARRIED

MOVED Director Westbroek, SECONDED Director Bartram, that the tax requisition for the Oceanside Place budget be reduced by \$23,000 through the final year end results operating cost adjustments.

CARRIED

MOVED Director Bartram, SECONDED Director Mayne, that the tax requisition for the Northern Community Wastewater budget be reduced by \$20,000 through the deferment of the video inspection of the Parksville & Qualicum interceptors.

CARRIED

MOVED Director Burnett, SECONDED Director Mayne, that the tax requisition for the Northern & Southern Community Wastewater budget be reduced by \$10,000 through the deferral of the Health & Safety Audits.

CARRIED

Director Johnstone joined the meeting.



MOVED Director Burnett, SECONDED Director Young, that the tax requisition be retained for the Electoral Area 'A' Community Park budget to complete projects as identified.

CARRIED

The Chairperson will request input from the Electoral Area 'B' Director on the Electoral Area 'B' Community Park budget items.

MOVED Director Young, SECONDED Director Burnett, that the tax requisition for the Electoral Area 'C' (Extension) budget be reduced by \$4,750 through deferring the new park survey work over two years with completion in 2011 and final year end adjustment results.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that the tax requisition for the Electoral Area 'C' Community Park (East Wellington) budget be reduced by \$10,000 through deferring the plans for a bridge in new park for one year, and final year end adjustment results.

CARRIED

MOVED Director Holme, SECONDED Director Johnstone, that the tax requisition for the Electoral Area 'E' Community Parks budget be reduced by \$13,075 through the deferral of the Schooner Ridge pathway construction.

CARRIED

MOVED Director Biggemann, SECONDED Director Sherry, that the tax requisition for the Electoral Area 'F' Community Park budget be reduced by \$11,000 through adjusting future year trail development forecasting.

CARRIED

MOVED Director Westbroek, SECONDED Director Bartram, that the tax requisition for the Electoral Area 'G' Community Park budget be increased by \$2,710 to address river bank repairs and removal of the San Pareil boardwalk.

CARRIED

MOVED Director Bartram, SECONDED Director Ruttan, that the tax requisition for the Electoral Area 'H' Community Park budget be reduced by \$9,000 through the adjustment of park development projects over two years.

CARRIED

MOVED Director Ruttan, SECONDED Director Holdom, that the tax requisition for the Southern Community/Duke Point Wastewater budget be reduced by \$30,000 through the deferral of the replacement of a vehicle for pump station servicing.

CARRIED

MOVED Director Holdom, SECONDED Director Westbroek, that the installation of security gates at the Nanaimo Water Pollution Control Centre remain in the Southern Community Wastewater budget.

CARRIED

MOVED Director Holme, SECONDED Director Mayne, that the tax requisition for the Northern Community/Nanose Bay Wastewater budget be reduced by \$10,000 through the purchase of a used vehicle to replace the vehicle currently used for transporting chemicals.

CARRIED

MOVED Director Burnett, SECONDED Director Biggemann, that the tax requisition for the Southern Community Transit budget be decreased by \$18,000 through the deferral of the purchase of a shop floor sweeper.

CARRIED

MOVED Director Ruttan, SECONDED Director Johnstone, that the tax requisition for the Southern Community Transit budget be reduced by \$20,000 through the deferral of the purchase of an electric mini truck.

CARRIED

MOVED Director Johnstone, SECONDED Director Holdom, that the tax requisition for the Southern Community Transit budget be reduced by \$30,000 through the deferral of the purchase of the shop hoist.

CARRIED

MOVED Director Holme, SECONDED Director Biggemann, that the tax requisition for the Water Services budget be reduced by \$30,000 through the deferral of the service vehicle replacement.

CARRIED

MOVED Director Burnett, SECONDED Director Johnstone, that the Operations Coordinator position in the Community Parks budget be approved.

DEFEATED

MOVED Director Holme, SECONDED Director Sherry, that the tax requisition for the Community Parks budgets be reduced by a total of \$32,195 through the removal of the Parks Operations Coordinator position.

CARRIED

MOVED Director Holdom, SECONDED Director Westbroek, that the tax requisition for the Long Range/Regional Growth budgets be retained to include the Senior Planner position.

CARRIED

MOVED Director Burnett, SECONDED Director Ruttan, that the tax requisition for the Electoral Area Community Planning budget be retained to include the part time Planner position.

CARRIED

MOVED Director Kipp, SECONDED Unger, that the Southern Community Transit tax requisition be reduced by \$52,235 to defer the Road Supervisor position.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 6:48 PM

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION



RDN REPORT	
CAO APPROVAL <i>[Signature]</i>	
EAP	
COW	✓ 9-Feb. 2010
FEB 3 2010	
RHD	
BOARD	

# MEMORANDUM

**TO:** Carol Mason  
Chief Administrative Officer

**DATE:** February 1, 2010

**FROM:** Linda Burgoyne, Administrative Assistant

**SUBJECT:** 2010 Service Area Work Plan Projects

**PURPOSE:**

To provide the Board of Directors with the work plan projects list for each service area for 2010.

**BACKGROUND:**

Annually the General Managers oversee the preparation of their service area's work plan project lists for the coming year. These projects are developed based on the direction obtained through the Board's Five Year Financial Plan, Board Strategic Plan, long term program plans (such as the Transit Business Plan, Regional Growth Management Plan, Liquid Waste Management Plan and the Solid Waste Management Plan), anticipated departmental activities and specific Board direction that occurs throughout the year. The work plan projects are reviewed with the Chief Administrative Officer in preparation for submission to the Board for information.

The format of the service area work plan project list indicates the name of the project, the initials of the project leader, a brief synopsis of the action required, and the completion date. In some cases, instead of a completion date, it is indicated that the project is an ongoing process throughout the year.

**ALTERNATIVES:**

This report is presented to the Board of Directors for information only.

**FINANCIAL IMPLICATIONS:**

Each of the work plan projects and activities listed is funded through a Regional District service area budget which is established annually through the Board's Five Year Financial Planning process.

**SUMMARY:**

The service area work plan project lists are developed annually and reviewed by the General Managers and the Chief Administrative Officer. The work plan projects list for 2010 is being submitted to the Board for information.

**RECOMMENDATION:**

That the Board receive the service area work plan projects list for 2010 for information.

*[Signature]*  
Report Writer

*[Signature]*  
CAO Concurrence

# REGIONAL DISTRICT OF NANAIMO

## 2010 SERVICE AREA WORK PLAN PROJECTS

### CORPORATE ADMINISTRATION

CORPORATE ADMINISTRATION	ACTION	DUE DATE
Regional Service Review Project (CM)	Board – Ongoing exploration of regional service integration where opportunities arise, (i.e. watershed protection/economic development, etc.)	ongoing
Board Administration (LB)	<ul style="list-style-type: none"> <li>• Administrative support</li> <li>• Coordinate conference and workshop attendance</li> <li>• Coordinate meetings and Board seminars</li> </ul>	ongoing
The projected work for regular agenda preparation, minutes and board follow-up during the year (MP/JA)	<ul style="list-style-type: none"> <li>• Regular Board Meetings (12)</li> <li>• EAP Meetings (10)</li> <li>• COW Meetings (10)</li> <li>• Ideas &amp; Updates (4)</li> <li>• Board Seminars (6)</li> <li>• Unscheduled Meetings (12)</li> </ul>	ongoing
Bylaw Administration (MP/JA)	<ul style="list-style-type: none"> <li>• Review bylaws</li> <li>• Work with Ministry of Community &amp; Rural Development on approvals</li> <li>• Maintain Database</li> </ul>	ongoing
Special Event Permits/Special Occasion Licences (MP)	Review & Approve Applications (16)	Spring/Summer
Scanning of minutes & bylaws from prior years to include on the Intranet (MP/JA)	Minutes scanned back to 1980. Bylaw scanning 72% complete	August
FOI Requests (JA)	Respond and provide information (23)	ongoing
Building Maintenance (MP)	Day to day administration of contract.	ongoing

HUMAN RESOURCES	ACTION	DUE DATE
Recruitment & Selection (advertising, shortlisting, preparing questions, interviews, hiring) (KD)	Approximately 72 recruitment opportunities in 2009. (over 128 individual interviews held in 2009)	ongoing
Job description administration (MP)	Research, preparation & administration of job descriptions	ongoing
Labour Management (MP/KD)	Research/grievances/labour issues/job evaluations	ongoing
CUPE Negotiations (MP)	Package being prepared	Fall
Sick Leave Bank Administration (KD)	Research, review sick leave requests, follow-up (21)	ongoing

<b>HUMAN RESOURCES (con't)</b>	<b>ACTION</b>	<b>DUE DATE</b>
Joint Health & Safety Committee (KD)	<ul style="list-style-type: none"> <li>Agendas, minutes, follow-up (12)</li> <li>Workplace Inspections, follow-up (5)</li> <li>Confirmed Space Program Update</li> <li>Health &amp; Safety Policy Updates/ development</li> </ul>	ongoing
Worksafe BC Claims (KD)	<ul style="list-style-type: none"> <li>Claims administration (46)</li> <li>Requests to review (2)</li> <li>Workers Compensation Appeal Tribunal Hearings (0)</li> </ul>	ongoing
Training Program (KD)	<ul style="list-style-type: none"> <li>Various training arrangements (19)</li> <li>Administration of corporate training program</li> </ul>	ongoing
Human Resources Databases (LB)	Administration and maintenance	ongoing

<b>PUBLIC CONSULTATION</b>	<b>ACTION</b>	<b>DUE DATE</b>
Electoral Area Updates (MO)	Research, writing and publication of 3 issues per 7 electoral areas in 2009	ongoing
Regional Perspectives (MO)	Research, writing and publication of 3 issues in 2009	ongoing
Press Releases (MO)	Preparation and posting of News Release (92 in 2009)	ongoing
Media Events (MO)	Assist in arrangements and participate (6 in 2009)	ongoing
RDN Website (MO)	<ul style="list-style-type: none"> <li>website maintenance to remain current</li> <li>Ongoing enhancements, usage monitoring</li> </ul>	ongoing

### DEVELOPMENT SERVICES

<b>BUILDING INSPECTION</b>	<b>ACTION</b>	<b>DUE DATE</b>
Building permit wait times (TA) (AD)	Develop new approaches for reducing the permit wait time to 3 weeks 90% of the time	ongoing
Building Bylaw modernization (TA)	Continue development of new building bylaw	Fall
Building permit fee review (TA)	Update and amend current building bylaw fee schedules for Board approval.	February
Communication (TA)	<ul style="list-style-type: none"> <li>Update and enhance the department website to include information on regulatory and procedural changes</li> <li>Implement communication strategies with the development community on common issues</li> </ul>	ongoing
Building Bylaw Compliance (TA) (AD)	<ul style="list-style-type: none"> <li>Maintain a pro-active approach in identifying contraventions</li> <li>Maintain a high level of voluntary compliance through advice and education to property owners</li> <li>Where necessary, proceed with timely enforcement including Notices on Title and legal action to maintain public confidence</li> </ul>	ongoing

<b>BYLAW ENFORCEMENT</b>	<b>ACTION</b>	<b>DUE DATE</b>
Service Delivery (TA) (JE/BB)	<ul style="list-style-type: none"> <li>Take action on complaints within 24 hours</li> <li>Maintain pro-active enforcement of bylaws</li> </ul>	Ongoing ongoing
Animal Control agreements (TA)	Implement new animal control agreement for District 69	March
District 68 Animal Control service level (TA) (BB)	Re-evaluation of District 68 animal control service levels with input from Area Directors	March
Public information and education (TA) (JE/BB)	<ul style="list-style-type: none"> <li>Provide bylaw information to the public via website, brochure and articles in RDN publications</li> </ul>	ongoing
Inter-agency training and awareness (TA) (JE/BB)	<ul style="list-style-type: none"> <li>Organize and present an integrated training session for enforcement agencies on bylaw regulations and procedures in the RDN</li> </ul>	May
Community relationships (TA) (JE/BB)	<ul style="list-style-type: none"> <li>Continue to develop community relationships by participating in inter-agency meetings and liaison with key organizations such as police, fire, ALC and municipalities</li> </ul>	ongoing
Compliance (TA) (JE/BB)	Sustain a high level of voluntary compliance (98%) versus legal action by pro-active response, education and dispute resolution	ongoing

<b>EMERGENCY PLANNING</b>	<b>ACTION</b>	<b>DUE DATE</b>
Operational Readiness (JD) (TA)	<ul style="list-style-type: none"> <li>Update Emergency and EOC activation plans</li> <li>Implement table top exercise – extreme weather scenario</li> </ul>	ongoing Fall
	<ul style="list-style-type: none"> <li>Organize staff training – EOC / EM orientation</li> </ul>	ongoing
	<ul style="list-style-type: none"> <li>Continuation of service agreement with District of Lantzville</li> </ul>	ongoing
	<ul style="list-style-type: none"> <li>Implement disaster assistance trailer deployment exercise (NSAR, ESS, Salvation Army, Red Cross, amateur radio groups)</li> </ul>	February
	<ul style="list-style-type: none"> <li>Implement emergency radio communications drill (ECC, RC's, PEP and other municipalities)</li> </ul>	TBA
	<ul style="list-style-type: none"> <li>Establish new reception center in Area F</li> </ul>	TBA
	Public Awareness (JD) (TA)	<ul style="list-style-type: none"> <li>Initiate 10 new Neighbourhood Emergency Program groups</li> <li>Conduct volunteer recruitment in Electoral Areas 'A', 'C' and 'F'</li> <li>Participate in planning of 2011 Vancouver Island Emergency Preparedness Conference</li> </ul>
Agreements (JD) (TA)	Develop agreement with Parksville and Qualicum Beach to cost share ESS and emergency communication	February

<b>CURRENT PLANNING</b>	<b>ACTION</b>	<b>DUE DATE</b>
Home Based Business (DL)	Review regulations	June
Zoning Bylaw (DL)	Review and update bylaw	November
Planning application forms and web site information (DL)	Review and update	July
Property Database System (DL)	Ongoing implementation	ongoing

<b>LONG RANGE PLANNING</b>	<b>ACTION</b>	<b>DUE DATE</b>
Regional Growth Strategy Review (PT/SB/SP)	<ul style="list-style-type: none"> <li>• Continue consultation with municipalities</li> <li>• Complete revised draft of RGS for public comment</li> <li>• Complete companion document (to be released with draft RGS)</li> <li>• Revise and update community engagement strategy</li> <li>• Develop education and awareness materials</li> <li>• Initiate bylaw adoption process</li> <li>• Use IAC for comments on review process and content of revised RGS</li> <li>• Initiate RGS monitoring and reporting program</li> <li>• Initiate program to establish targets for achieving key RGS policies</li> <li>• Initiate Commercial and Industrial land study</li> </ul>	ongoing February February February September June ongoing November November November
Community Energy and Emissions Plan (PT)	Assist with development of plan	ongoing

<b>COMMUNITY PLANNING</b>	<b>ACTION</b>	<b>DUE DATE</b>
Electoral Area 'A' Official Community Plan Review (GK)	<ul style="list-style-type: none"> <li>• Complete drafting new OCP and subsequent revisions</li> <li>• Draft new bylaws to implement plan</li> <li>• Public consultation</li> </ul>	March October ongoing
Bowser Village Centre Plan (PT)	<ul style="list-style-type: none"> <li>• Complete revised draft</li> <li>• Initiate and complete OCP amendment process</li> <li>• Proceed with implementation</li> </ul>	January May ongoing
Electoral Area 'A' Village Plan (GK)	Initiate background studies	October
Community Viz (PT)	<ul style="list-style-type: none"> <li>• Arrange for VIU Intern to prepare data for use with software</li> <li>• Conduct initial analysis on Cedar Village Centre</li> <li>• Hire consultant to continue preparation for use of CV for growth scenario impacts</li> </ul>	January March April
GHG Emission Targets for OCPs (PT)	Develop background report and recommendations on amendments to OCPs	September
Implementation of Electoral Area 'G' OCP (PT)	Review status of Bylaw 500.346	?

<b>ENERGY AND SUSTAINABILITY</b>	<b>ACTION</b>	<b>DUE DATE</b>
Communications (CM)	<ul style="list-style-type: none"> <li>• Train RDN staff on energy use, emissions and climate change</li> <li>• Conduct information seminars on green buildings in Electoral Areas.</li> <li>• Develop online recognition program for community members or groups contributing to regional sustainability</li> </ul>	March-Dec. 7 seminars in 2010 – 2/qtr. Online in July.

<b>ENERGY AND SUSTAINABILITY (con't)</b>	<b>ACTION</b>	<b>DUE DATE</b>
Energy Management and Climate Action (CM)	<ul style="list-style-type: none"> <li>• Complete corporate carbon neutral operations plan, including an RDN energy policy</li> <li>• Complete community energy and emissions plan; begin public outreach</li> <li>• Develop IDP manual and train staff to facilitate ongoing implementation of RDN's Green Building Policy</li> </ul>	December  September  Aug.-Nov.
Sustainable Communities (CM)	<ul style="list-style-type: none"> <li>• Collaborate on reviews of the RGS, OCPs, and other operational plans; assist with outreach as necessary</li> <li>• Complete model by-law for the control of cosmetic pesticides.</li> </ul>	ongoing
Monitoring and Adaptation (CM)	<ul style="list-style-type: none"> <li>• Evaluate corporate building performance, conduct building audits, and explore financial mechanisms to enable upgrades</li> <li>• Monitor corporate and community wide emissions, and Sustainability Indicators. Report results online</li> </ul>	April – Dec.  Begin: March Report: Nov.

## FINANCIAL SERVICES

<b>FINANCIAL/ACCOUNTING</b>	<b>ACTION</b>	<b>DUE DATE</b>
Nanose Bay Fire Hall (NA)	<ul style="list-style-type: none"> <li>• Redevelopment underway; Report to Board</li> </ul>	March
Nanaimo River/Coombs Hilliers/Dashwood/ Bow Horn Bay (NA)	<ul style="list-style-type: none"> <li>• Design development for new fire halls; Report to Board</li> </ul>	March/April
Initial Survey & Design Nanose Bay Firehall (NA)	<ul style="list-style-type: none"> <li>• Application for free crown grant; Report to Board</li> </ul>	March
Bowser Village – Firehall Site (NA)	<ul style="list-style-type: none"> <li>• Free crown grant commence 2010</li> </ul>	
Fire Service Delivery Model (NA)	<ul style="list-style-type: none"> <li>• Develop strategy for RDN Societies – Electoral Area Seminar</li> </ul>	March/April
Review of Apportionment Formulas (WI)	<ul style="list-style-type: none"> <li>• Recreation, Aquatic Centre, Oceanside Place; Report to Board</li> </ul>	March

<b>INFORMATION SERVICES</b>	<b>ACTION</b>	<b>DUE DATE</b>
Asset Management Software Investigation (MM)	Report to CPC	November
GPS Coordinates Project	Capture coordinates for GIS systems for: <ul style="list-style-type: none"> <li>• Parks trails</li> <li>• Service infrastructure (streetlights, manholes, water meters, fire hydrants)</li> </ul>	ongoing
Water & Liquid Waste Infrastructure Mapping	Compile map data layers for future Asset Management System	ongoing
Digitize Archive Map Series	Create digital version (hard copies)	July
Reduce Electrical Consumption	Continue to sever virtualization to reduce carbon footprint	September
Microsoft Exchange	Upgrade email system	November
Microsoft Windows 7 Installation	Install operating system to all staff computers	ongoing



## RECREATION &amp; PARKS SERVICES

*The grey italicized lines indicate projects that will not be completed in 2010 with the reduction of Parks Operations Staff.*

COMMUNITY PARKS	ACTION	DUE DATE
Cedar Skateboard Park (EA'A') (WM/LF)	Work with Cedar Skatepark Association during their fundraising campaign. Secure Federal / Provincial government grants if applicable programs become available	ongoing
MCT Cedar Historic Community Park (EA'A') (LF)	Finalize plan with developer for implementation	April
MoT Tunnel Garbage Can Installation (EA'A')(JL)	Work with community on garbage can installation	February
Thelma Griffiths Park (EA'A')(LF/JL)	Finish park – installation of benches and signs	June
<i>Holden Lake Water Access (EA'A') (LF/JL)</i>	<i>Investigate access to lake via MoTI land &amp; review with MoE</i>	<i>February</i>
<i>Quennel Lake Boat Access (EA'A') (WM/LF)</i>	<i>Meet with landowners around lake &amp; near MoTI water access to review approach for implementation</i>	<i>December</i>
<i>Nelson Road Ramp Upgrade (EA'A') (JL)</i>	<i>Repair ramp</i>	<i>June</i>
<i>Pehble Beach Access Upgrade (EA'A') JL</i>	<i>Apply for permit for porta potty &amp; area improvement</i>	<i>June</i>
707 Community Park (EA'B') (WM/EM/JL)	<ul style="list-style-type: none"> <li>Develop Park Management Plan</li> <li>Install gate</li> <li>Install trail signs</li> </ul>	February August August
707 Community Park - Bank (EA'B') (JL)	Bank and rock stabilization	
Tunnel Trail (EA'B') JL	Apply for permit to install roadside trail	June
<i>Decourcey Stairs (EA'B') (LF/JL)</i>	<ul style="list-style-type: none"> <li>Apply for permit</li> <li>Install stairs</li> </ul>	<i>August</i>
Meadow Drive Community Park – Park Development Phase II (EA'C') (LF/JL)	Construct Phase II – parking and access	September
<i>Heritage Miners Community Park (EA'C') (LF)</i>	<i>Finalize sign &amp; work with local community on park plan for phase II works including path &amp; bridge</i>	<i>December</i>
Fairwinds Development – Community & Regional Parks additions (EA'E') (LF/WM)	Work with Develop. Services on park dedications as part of the next stage of Fairwinds development	Ongoing
<i>Schooner Ridge Path (EA'E') (WM/JL)</i>	<i>Work with strata on an access agreement</i>	<i>August</i>
Errington Community Park Licence of Occupation (EA'F') (LF)	Develop lease or licence of occupation with the local Farmers Market	June
Malcolm Property – park dev. plan (EA'F') (LF/JL)	Trail Development of multi use trail	December
<i>Errington/Coombs Trail Connections (EA'F') (JM/JL)</i>	<i>Public meetings, survey, installation</i>	<i>October</i>
San Paniel Boardwalk (EA'G')(JL)	Remove boardwalk structure	March
<i>Miller Road Community Park – bank stabilization (EA'G') (JL)</i>	<i>Stabilization of river bank based on engineering report</i>	<i>August</i>
<i>Dashwood Community Park (EA'G')(JL)</i>	<ul style="list-style-type: none"> <li>Installation of playground equipment</li> <li>Hall Upgrades</li> </ul>	March August
Henry Morgan Park (EA'H') (LF)	Design of park for implementation in 2010	December
Review POSAC structure (WM)	Review effectiveness of POSAC	September
Trails Standards (LF)	Develop trail development standards for use in subdivision process	July
<i>Deep Bay Creek Park Development (EA'H') (LF/JL)</i>	<i>Install entry design</i>	<i>August</i>

REGIONAL PARKS AND TRAILS	ACTION	DUE DATE
Arboretum (JL)	Gate installation	March
Mt. Arrowsmith Massif – Regional Park Management Plan (GG/WM)	Develop Park Mgmt Plan in partnership with Hupacasath First Nations & Mountaineering clubs	December
Mount Benson Regional Park - parking lot / Witchcraft Lake Boardwalk (LF/WM/JL)	Design & construction in partnership with City of Nanaimo	December
Mount Benson Regional Park Management Plan (GG/WM)	Develop plan. Report to Board	January
Mount Benson Regional Park - trails agreement (JM)	Trail access agreement with MSTA/VIU	May
Coats Marsh Regional Park Management Plan (GG/WM)	Development of Park Management Plan in partnership with The Natures Trust of BC	December
Coats Marsh Regional Park – road (JL)	Establish park road access easement	December
Descanso Bay Campsite (JL)	Installation of culvert	Spring
Descanso Bay Regional Park - Water System (GG)	Installation of new potable water system	March
Englishman River Regional Park (GG/JL)	<ul style="list-style-type: none"> <li>• Locate and install horse crossing</li> <li>• Update and install hatchery sign</li> </ul>	May Summer
E and N Rail Trail (TO/WM/JM/JL)	Finalize LoO with ICF, and develop plans for applicable sections of trails as per UBCM Tourism Fund Agreement, construct section of trail	December
Horne Lake Campsite Refurbishment (JL)	<ul style="list-style-type: none"> <li>• Fix power system issues</li> <li>• Caretaker house repairs</li> </ul>	March June
Horne Lake Regional Park (GG/JM)	Development & operational plan in partnership with BC Parks	June
Little Qualicum River Estuary Regional Conservation Area (JM)	Adopt Management Plan and sign long term lease with Ducks Unlimited for mgmt of area	February
Morden Colliery (GG)	Morden Mine Strategic Plan	June
Nash/Ridgewell Bridges (JM/JL)	Design and construct crossings and boardwalk / trail to bridges	December
Top Bridge Trail Access Agreements (JM)	Renew access agreement with City of Parksville and private landowner	October
Regional Park DCC's (WM/ GG/TO)	Determine base lines for existing regional parks using criteria adopted by Board, apply to proposed municipal park; report back to RPTAC	December
Volunteer park warden/host program for the Regional Parks & Trails System Park (WM/GG)	Develop and implement program	May
Wildfire Management Plans for Regional Parks (JM)	Retain consultant and develop plans for all Regional Parks and Community Parks not in local fire protection districts	April
<i>Benson Creek Falls (JL)</i>	<i>Survey and install entry sign</i>	<i>June</i>
<i>Descanso Bay Campsite refurbishment (JL)</i>	<ul style="list-style-type: none"> <li>• <i>Picnic Tables</i></li> <li>• <i>Fire Rings</i></li> </ul>	<i>June July</i>
<i>Descanso Bay Regional Park - Shelter (GG/JL)</i>	<i>Removal of house &amp; design/construction of shelter</i>	<i>November</i>
<i>Horne Lake Campsite Refurbishment (JL)</i>	<ul style="list-style-type: none"> <li>• <i>Redo fire pits</i></li> <li>• <i>Replace picnic tables</i></li> </ul>	<i>August August</i>
<i>Little Qualicum River Estuary Regional Conservation Area (JM/JL)</i>	<ul style="list-style-type: none"> <li>• <i>Work towards obtaining accreted land</i></li> <li>• <i>Removal of invasive plants and garbage</i></li> </ul>	<i>October August</i>
<i>Nanaimo River Morden Colliery Trail Bridge Site (JM)</i>	<i>Confirm crossing site and commence plans for bridge construction in 2012</i>	<i>December</i>
<i>Top Bridge to Englishman River - Regional Park Trail (JL)</i>	<i>Design &amp; construction regional trail connection</i>	<i>October</i>

<b>RECREATION SERVICES</b>	<b>ACTION</b>	<b>DUE DATE</b>
Area 'A' Recreation & Culture Service Delivery Model (DP/DB)	Implementation of RDN Recreation and Culture program service delivery	December
Review Area 'A' Recreation and Culture Bylaw (TO)	Review bylaw to see if able to fund improvements to society owned facilities	June
Cedar Heritage Centre Lease (DB/DP)	Review lease of Centre with Cedar Community Enhancement Society	September
Gabriola Recreation Society Service Agreement (DB/DP)	Review service agreement for possible renewal in 2011	September
D69 Track & Field (DB/SP)	Upgrade portions of Ballenas track in partnership with SD 69, Oceanside Track and Field and the District 69 Sports Association	September
Ravensong Repair and Upgrade (DB/MC/TO/SP)	Undertake repairs and upgrades to facility	September
District 69 Recreation Youth Services Plan (SP/DB)	Review and amend criteria	June
Arrowsmith Community Enhancement Society (DB/SP)	Review service agreement for possible renewal in 2011	September
Class POS / Membership Model (DB/SP/DP)	Purchase, install, train and implement membership model	June
Amend Ravensong Function Bylaw (NA/TO)	Amend bylaw from assessment to population /assessment	February
Amend District 69 Recreation Bylaw (TO/NA)	Amend bylaws and update and establish a reserve bylaw for function	January
District 68 and 69 Sportsfield and Recreation facility Service Agreements (DB)	Conduct survey for renewal of agreements with municipalities	September

## REGIONAL AND COMMUNITY UTILITIES

*Some of the following projects are 2010 activities that will not be completed in 2010 but will continue forward for completion in future years.*

<b>ENGINEERING</b>	<b>ACTION</b>	<b>DUE DATE</b>
Lee Road Sewage Pump Station	upgrade project (WM)	April
NBPWSA Wall Brook Pump Station	Design & Construction project (WM/MD)	December
AWS Intake Site	Sites assessment & identification (JF/WM)	June
Community Water Standards	New Standards review (WM)	March
Community Sewer Standards	New standards review (WM)	June
Community Streetlighting Standards	New Standards & Policy Development (WM)	March

<b>WASTEWATER</b>	<b>ACTION</b>	<b>DUE DATE</b>
Liquid Waste Management Plan	Review and public consultation/draft amendment to the Board (SD/LD)	September
GNPCC and FCPCC	Review upgrade and expansion options (SD)	July
GNPCC	<ul style="list-style-type: none"> <li>• GNPCC Cogeneration project to utilize waste biogas (SD)</li> <li>• GNPCC detailed design and tender of new digester (SD)</li> <li>• GNPCC outfall assessment (SD)</li> <li>• Chase River P/S Odor Control (MB)</li> </ul>	Fall 2011 October 2011
NBPCC	Review upgrade & expansion options (SD)	March
FCPCC	<ul style="list-style-type: none"> <li>• Trickling Filter air flow modifications for odour control (HH)</li> <li>• Septage Disposal &amp; Metering Facility (HH)</li> <li>• Dewatering Centrifuge (BS)</li> </ul>	Fall Fall Fall

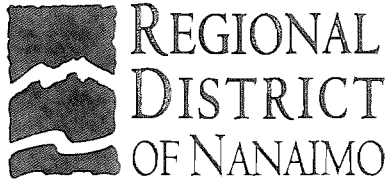
<b>WASTEWATER (con't)</b>	<b>ACTION</b>	<b>DUE DATE</b>
Development Cost Charges	<ul style="list-style-type: none"> <li>DCC review for Nanoose Bay sewage service area (SD)</li> <li>Policy for not-for-profit housing (SD)</li> </ul>	September March
Pump and Haul	Bylaw Review (EH)	June
BC Ferries	Establish Pump-Ashore program agreement (SD)	April
Snuneymuxw First Nations	Prepare Draft Sewer Servicing agreement (JF/SD)	May
Septic Smart Program	Implement annual program (SE)	2010
Septic System Maintenance Program	Review program options/report (LD)	2011
Bowser Village Sewer	Review sewer servicing options (JF/SD)	Fall
Wastewater Treatment Facilities	Organize open houses & events at facilities (EH)	Spring

<b>WATER SERVICES</b>	<b>ACTION</b>	<b>DUE DATE</b>
Nanoose Bay Peninsula Water Service Area Treatment Facility	Final Design & Construction Project (MD/WM)	2011
Nanoose Bay Peninsula Water Service Area Wall Brook Pump Station	Pump station agreement with Fairwinds and construction project (MD/WM)	December
NBPWSA DCC and Capital Charge Bylaw	Reviews and update (MD)	October
NBPWSA Claudet Road Well	Well capacity assessment (MD/WM)	2011
San Pareil Water Service Area Well	GUIDI Ground water assessment (MD/WM)	April
Drinking Water - Watershed Protection	<ul style="list-style-type: none"> <li>2010 Monitoring Well Program (CM)</li> <li>Municipal partnership agreements (MD)</li> <li>Action Plan of 2010 activities (MD/CM)</li> </ul>	Fall March April
Whiskey Creek Water Utility	Acquisition Process (MD/WM)	2010

### TRANSPORTATION AND SOLID WASTE SERVICES

<b>SOLID WASTE SERVICES</b>	<b>ACTION</b>	<b>DUE DATE</b>
Organics Processing Facility Contract (CM)	Negotiate and Award	February
Bylaw 1531 Review – Tipping Fees & Bans(CM)	Review and Amend	February
Food Waste GHG Offsets (GHG)	Negotiate agreement to purchase	October
Garbage, Food Waste & Recyclables collection contract (JA)	Negotiate and Award	February
Bylaw 1009 Review – GFR User Fees (JA)	Review and Amend	February
Green bin container procurement & delivery (JA)	Purchase & Deliver	June
Food Waste Collection Communications Program (JA)	Implement	March
Food Waste Collection Program Launch (JA)	Implement	October
Yard Waste Collection Program Options (SH)	Develop options & prepare report	March
North Nanaimo Yard Waste Drop-Off Site (SH)	Develop options & prepare report	March
Multi-Family Diversion Program (SH)	Implement	April
WSML License Application Processing(SH)	Review and approve (11 sites)	ongoing
WSML License Compliance (MM)	Monthly Inspections (17 sites)	ongoing
Illegal Dumping Enforcement Program (MM)	Respond to public inquiries/complaints	ongoing
LFG Collection & Utilization Workshop (CM)	Provide information	January
North Berm Expansion Phase 2 (HB)	Detailed Design	September
Relocate & redevelop landfill operations buildings (HB)	Detailed Design	September
Cell One Nature Park (HB)	Detailed Design	September
Cell One Stage One Fill Area Closure (HB)	Construction Project Management	November
LFG Collection System Expansion (HB)	Construction Project Management	November
CRTS Retrofit, Redevelopment & Expansion (HB)	Construction Project Management	December
CRTS Retrofit, Redevelop. & Expansion (MW)	Coordinate operations and construction	December

<b>TRANSPORTATION SERVICES</b>	<b>ACTION</b>	<b>DUE DATE</b>
Bus Shelters (JP)	Fabricate & install shelters for Transit exchanges	April
Woodgrove Exchange (JP)	Design	September
VIU Exchange (JP)	Design and staging strategy	July
EA Shelters (JP)	Fabricate and Installation of shelters	September
Upgrade Payroll system (JP)	Design	September
Work/Order Inventory System (JP)	Design	September
Bus Stop Inventory (JP)	Design	
Bus Wash and Fuel Island (JP)	Design and construction	March 2011
Body Bay (JP)	Design and construction	March 2011
Double Decker Bay (JP)	Design and construction	March 2011
Prideaux Street Upgrade (JP)	Construction	September
Priority Lights (DT)	Design and Installation	March 2011
Gas Tax Utilization Strategy (DT)	Board Report	August
Concern Complaint Database (BW)	Design	March
Implementation of Stratagen (BW)	Complete installation	July
On-time Performance Monitoring (BW)	Design	July
Nanaimo Transit Marketing (BW)	Design and distribution	July
Electoral Area Transit Studies (DT)	Reports to Transit Select Committee	November



CAO APPROVAL	
EAP	
COW	✓ Feb 9 '10
Feb 03, 2010	
RHD	
BOARD	

# MEMORANDUM

**TO:** Paul Thorkelsson  
General Manager, Development Services

**DATE:** February 3, 2010

**FROM:** Tom Armet, Manager  
Building, Bylaw & Emergency Planning Services

**FILE:** 2320 20 2010

**SUBJECT:** Animal Control Services – District 69

## PURPOSE

To obtain Board direction on the delivery of animal control services in District 69.

## BACKGROUND

The current animal control contract with the Parksville/Qualicum SPCA expires on February 28, 2010. In September 2009, the SPCA gave notice to all local governments in British Columbia that the agency would be withdrawing from animal control enforcement and would not be re-negotiating further enforcement agreements. The SPCA funds their operations primarily through donations and they see bylaw enforcement as a detriment to their fund raising campaigns. The SPCA advised they wish to provide “kenneling” services to the RDN and would make their facility available for use by a new enforcement contractor.

In December, 2009, the Board approved a new animal control agreement with Coastal Animal Control Services for District 68. Coastal was also awarded the City of Nanaimo animal control contract. This company has a long history of professional service to several local governments on Vancouver Island and has the capacity to extend their services throughout the Regional District.

In late December, the Operations Manager for the BCSPCA advised staff by email that the SPCA had reconsidered its position and was once again interested in re-negotiating a contract for animal control enforcement in District 69. The SPCA also advised it would be willing to negotiate a kenneling agreement should the RDN choose a different contractor.

## ALTERNATIVES

1. Approve a two year contract with Coastal Animal Control Services of BC Limited for animal control services in District 69 and enter into a kenneling agreement with the Parksville/Qualicum SPCA.
2. Approve a two year contract with the Parksville/Qualicum SPCA for animal control services in District 69.
3. Proceed with a Request for Proposals (RFP) for animal control services in District 69.

## **FINANCIAL IMPLICATIONS**

### **Alternative 1**

Under this alternative, the Board would approve a sole source contract with Coastal Animal Control Services. In December, 2009, the Board approved a new animal control agreement with Coastal Animal Control Services for District 68. Coastal was also awarded the City of Nanaimo animal control contract. Staff believes there is a distinct advantage in using the same contractor throughout the Regional District in terms of cost, consistency in bylaw enforcement and having a single point of contact for the public on all animal control issues.

Coastal Animal Control Services has agreed to provide animal control services in District 69 in 2010 at the rate of \$78,000. The 2009 rate paid to the SPCA was \$80,640. In consideration of the volatility in vehicle operating expenses, staff recommends a 2% increase in the second year of the contract. This lower cost would be reflected in the 2010 budget for the service.

Coastal Animal Control is currently operating from the City of Nanaimo owned facility on Nanaimo Lakes Road. Should the Board approve a contract with Coastal, it would be necessary for the RDN to enter into a "kenneling" agreement with the Parksville/Qualicum SPCA to enable the contractor to impound stray dogs from the District 69 area rather than transporting the animals to South Nanaimo. There are no other facilities in the region and such an agreement would be consistent with the business model proposed by the SPCA.

### **Alternative 2**

The SPCA (Parksville/QB) has provided animal control services in District 69 under contract to the RDN since 1995. While the SPCA has generally provided good service to the RDN over those years, on balance, SPCA staff do not have specialized investigative training or skills which has placed an additional burden on RDN staff in terms of monitoring and guiding their investigations. In September 2009, the SPCA gave notice to all local governments in British Columbia that the agency would be withdrawing from animal control enforcement and would not be re-negotiating further enforcement agreements. In late December 2009, the SPCA reversed their position with respect to the RDN however they would not be renewing agreements with the City of Parksville and the Town of Qualicum Beach. (see letter attached).

The effectiveness of Animal control enforcement throughout District 69 is often tied to ability of a single contractor to monitor and control the movement of dangerous dogs across municipal boundaries. The withdrawal of SPCA services in the City of Parksville and Town of Qualicum could prove problematic in this regard. Coastal has expressed an interest in providing animal control services to the City of Parksville and Town of Qualicum Beach and RDN staff has been advised that those municipalities may consider entering into negotiations with Coastal should the RDN Board approve a contract with Coastal.

The SPCA informed staff they cannot offer a cost of providing the service at this time but may consider negotiating an agreement at the 2009 rate of \$80,640.

### **Alternative 3**

Animal control is a specialized field with a limited number of contractors who have the experience and resources to undertake the service. Coastal Animal Control and the SPCA are the only viable contractors in the area and for this reason staff is not recommending an RFP process at this time.

## SUMMARY

The delivery of animal control services requires specialized equipment, facilities and training. There are very few contractors who have the ability to effectively perform this role on behalf of local governments. Staff is proposing that a single, sole sourced contractor be approved by the Board for animal control services in the Regional District. There are many benefits to using this model such as:

- Consistency in the manner in which animal control bylaws are enforced in the Regional District.
- Providing the public with one point of contact for animal control services.
- Reduced cost of providing the service in District 69.
- Consistency in financial and statistical reporting on animal control matters.
- Enabling greater efficiency and communication on animal control matters with municipalities using the same contractor (ie: City of Nanaimo and potentially the City of Parksville and Town of Qualicum Beach)
- Larger pool of Animal Control Officers and resources to respond to complaints and conduct patrols.
- Potential to increase license fee revenues.

With respect to dog licensing, Coastal has, in other areas where it provides this service, initiated voluntary licensing compliance programs and have been successful in increasing licensing compliance. While on average the RDN sells approximately 750 dog licenses a year in Electoral Areas E, G and H, the number of dogs in these electoral areas is estimated to be in the range of 3,000 to 4,000. The Coastal licensing initiative could substantially increase the level of fees from dog licenses with the potential to reduce the tax requisition or increase service levels.

Coastal Animal Control is currently operating from the City of Nanaimo owned facility on Nanaimo Lakes Road. Should the Board approve a contract with Coastal, it would be necessary for the RDN to enter into a "kenneling" agreement with the Parksville/Qualicum SPCA to enable the contractor to impound stray dogs in the District 69 area.

Coastal Animal Control Services of BC Limited has a proven track record of professional service with the capacity to seamlessly assume responsibility for the administration of the Regional District's animal control service in District 69. Staff is recommending approval of a two year contract with Coastal Animal Control Services effective April 1, 2010.

## RECOMMENDATIONS

1. That a contract for Animal Control Services in District 69 with Coastal Animal Control Services of BC Limited be approved for a two year term commencing April 1, 2010 and ending March 31, 2012.
2. That staff be directed to negotiate a kenneling agreement with the Parksville/Qualicum SPCA for the Board's consideration.




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Report Writer

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General Manager Concurrence



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CAO Concurrence



Attachment No. 1

**COASTAL ANIMAL CONTROL SERVICES OF BC LTD.**  
2202 Herd Rd. 250-748-3395  
Duncan BC  
V9L 6A6

Tom Armet  
Manager, Building and Bylaw Services  
Regional District of Nanaimo  
250-390-6530

January 29<sup>th</sup>, 2009

Dear Mr. Armet,

Pursuant to our earlier conversation regarding area 69, I have included below the proposed annual cost for this coverage.

I am willing to enter into an agreement at a rate of \$78,000.00 plus GST/HST per year with no increases until the end of year two at which time a new contract would be negotiated.

We would employ one full time Animal Control Officer to conduct all investigations within the electoral areas of area 69. This Officer will be fully uniformed and equipped with a clearly marked animal control service vehicle. During emergencies we have up to three other Animal Control Officers able to assist in any situation.

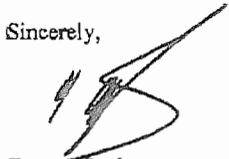
The impoundment fees and daily board fees on impounded dogs would be retained by my company much like area 68. Impounded dogs will become the property of Coastal Animal Control Services of BC Ltd and NOT the SPCA once the 72 hour detention period has elapsed. This is for the safety of the public in order to prevent aggressive dogs from being relocated back into the community. This must be made clear as there is often a conflict with the SPCA concerning euthanasia even in regards to vicious dogs.

After the 72 hour detention, unclaimed dogs may be taken to our Nanaimo or Duncan location for adoption or released to the SPCA for adoption at our discretion if desired.

The Regional District would be billed for any animal euthanasia that is required at our current discounted rate and any subsequent disposal fees.

I believe this service package is a very economical solution to the needs of area 69 and will see vast improvements in the voluntary compliance of all bylaws within this area.

Sincerely,



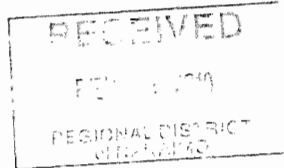
Trevor Hughes  
Coastal Animal Control Services of BC Ltd.

Attachment No. 2

**BCSPCA**  
SPEAKING FOR ANIMALS

PROVINCIAL OFFICE

1245 East 7th Avenue, Vancouver, British Columbia, V5T 1R1  
P 604.681.7271 • F 604.681.7022 • 1.800.665.1868 • spca.bc.ca  
Charitable Registration # BN 11881 9036 RR0001



January 28, 2010

Mr Tom Armet  
Manager, Building, Bylaw & Emergency Planning Services  
Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6V2

Dear Sir,

The BC SPCA has recently evaluated its position on dropping bylaw enforcement services wherever it makes business sense to do so, and would like to continue the existing bylaw enforcement duties for the Regional District of Nanaimo. We are, however, ceasing such duties in the smaller communities such as Parksville and Qualicum.

We would also like to express our continued interest in obtaining kenneling-only contracts where they become available.

Best wishes,

Robert H. Busch  
GM Operations

A handwritten signature in black ink, appearing to read "Robert H. Busch".

**AGREEMENT  
FOR ANIMAL CONTROL SERVICES  
IN DISTRICT 69**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2010

**BETWEEN:**

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

**(hereinafter called the "Regional District")**

**OF THE FIRST PART**

**AND:**

**COASTAL ANIMAL CONTROL SERVICES OF BC LIMITED.**  
2202 Herd Road  
Duncan, BC V9L 3A6

**(hereinafter called the "Contractor")**

**OF THE SECOND PART**

**WHEREAS** The Regional District has agreed to engage the Contractor and the Contractor has agreed to be engaged by the Regional District in respect of the Contract as hereinafter described on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

**1. CONTRACT TERM**

The term of the Contract shall commence April 1, 2010, and end March 31, 2012, subject to earlier termination as herein provided. After March 31, 2012, the term of this Agreement shall be month to month unless the parties have otherwise agreed.

**2. CONTRACTOR DUTIES - GENERAL**

- (1) Operate and perform the duties and responsibilities of the Animal Control Officer on behalf of the Regional District of Nanaimo.
- (2) Pay all costs involved in the performance of the foregoing operation.
- (3) Maintain the operation of the animal control shelter.
- (4) Ensure that all impoundment facilities meet Veterinary Standards, including a suitable area for the impoundment of vicious dogs.

- (5) Provide for the euthanasia of animals by a veterinarian when deemed necessary.
- (6) Ensure that no animals will be released for research purposes whether alive or dead.
- (7) Arrange for veterinary care for those animals so requiring the same when impounded and will bear the costs of this if no owner can be found for the animal.
- (8) Provide all equipment necessary for the performance of its obligations under the Contract, including but not limited to motor vehicles, radio communication, and telephone communication.
- (9) Allow officers and employees of the Regional District, at all reasonable times, to access to all records, books and documents maintained by the Contractor under this Agreement.
- (10) Permit the use of its name and telephone number in all advertising of the Regional District relating to the enforcement of Animal Control Bylaw No. 939 and No. 941.
- (11) Supply a toll free telephone number for residents in District 69.

**3. CONTRACTOR DUTIES - BYLAW NO. 941 (Electoral Area F)**

- (1) Provide an animal control officer(s) to respond to complaints about vicious dogs in Electoral Area F as it relates to the enforcement of Bylaw No. 941, for a maximum of three (3) hours per week.
- (2) Employ an appropriate number of kennel and receptionist personnel to adequately respond to vicious dog complaints and enforcement issues related to Bylaw No. 941.
- (3) Diligently enforce the provisions of the Animal Control Bylaw No. 941, including necessary court appearances.
- (4) Ensure that all staff of the Contractor is thoroughly informed of policies and regulations of the Regional District pertaining to Animal Control Bylaw No. 941.

**4. CONTRACTOR DUTIES - BYLAW NO. 939 (Electoral Area E, G & H)**

- (1) Provide an animal control officer(s) to respond to complaints about the licensing and control of dogs in Electoral Areas E, G and H as they relate to the enforcement of Bylaw No. 939, for nine (9) hours per week in Electoral Areas E, G, and H.
- (2) Provide animal control officers to patrol Electoral Areas E, F, G, and H of the Regional District of Nanaimo for a maximum of thirty hours per week.
- (3) Provide portable radio communication for its employees while on patrol.
- (4) Diligently enforce the provisions of the Animal Control Bylaw No. 939, including necessary court appearances.
- (5) Sell on behalf of the Regional District, licenses as required for Electoral Areas E, G and H and as authorized by Bylaw.

**5. PAYMENTS, FEES AND OTHER CHARGES**

- (1) Pay to the Regional District all sums charged, levied or received by the Contractor from the owners of animals pursuant to the provisions of the Bylaws, except for impound or maintenance fees.
- (2) Deposit to the Regional District of Nanaimo all fees collected on a monthly basis.
- (3) Deliver to the Regional District on or before the 15th day of every month a written statement on all matters dealt with up to and including the last day of the preceding month showing:
  - Moneys received on behalf of the Regional District.
  - The number of animals impounded.
  - The number of animals detained in the shelter, and the length of time impounded.
  - A copy of the listing of complaints received each month by Regional District Electoral Area.
- (4) Deliver to the Regional District on or before October 31<sup>st</sup> during the term of the agreement a Statement of the Contractors Revenue and Expenditures and a Statement of Animal Control Activity for the preceding six-month period ending September 30<sup>th</sup>.

**6. INDEMNITY**

- (1) Take out and maintain a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the performance of its covenants under this Agreement in an amount not less than \$2,000,000 per single occurrence and with the Regional District of Nanaimo named as an additional named insured, and provide a copy of such policy and any renewals thereof.
- (2) Indemnify and save harmless the Regional District from and against any and all actions, causes of actions, suits, demands, losses, costs or expenses of any nature or kind whatsoever which the Regional District may sustain, incur or be put to arising out of the neglect or otherwise of the Contractor in the performance of the covenants on its part to be performed pursuant to the terms of this Agreement.

**7. AMENDMENT**

The parties hereto may consent from time to time to amend the terms of the Agreement. Notice of a proposed change shall be made in writing to the other party ninety (90) days before the date upon which such amendment is to take effect, unless the notice period is waived by the consent of both the Regional District and the Contractor.

**8. INDEPENDENT CONTRACTOR**

- (1) Nothing herein shall constitute or be deemed or construed as constituting the Contractor as a servant or employee of the Regional District but the Contractor shall at all times be and remain an independent contractor with the Regional District.
- (2) Nothing in the Contract will constitute a joint venture by the parties.

**9. ASSIGNMENT AND SUBCONTRACTING**

- (1) The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

**10. OWNERSHIP OF DOCUMENTS, PROPERTY AND CONFIDENTIALITY**

- (1) The Contractor shall keep proper records and books of accounts. The Regional District shall have access to the records and books of accounts at all reasonable times for such purposes as the interest of the Regional District shall require.
- (2) Any chattels owned by the Regional District and used by the Contractor pursuant to the terms of the Contract shall be maintained by the Contractor in the same condition as it was at the date of the Contract. Such chattels shall be returned to the Regional District in the state of good repair at the termination of the Contract. Similarly, any chattels missing for any reason shall be replaced forthwith with ownership in the Regional District.
- (3) The Contractor agrees to keep in strictest confidence all confidential information, which the Contractors may acquire in connection with or as a result of divulge or disclose to any unauthorized third party of parties any information at any time without the prior written consent of the Regional District. The term 'confidential information' includes but is not limited to information emanating from the Regional District, its affiliates, agents, customers, either conceived or developed by the Contractor concerning research, development, patent, copyright, system and procedures.
- (4) On termination of this Agreement for any reason, the Contractor shall deliver to the Regional District all documents, notebooks, charts, files, and records relating to the provision of the Services including copies, summaries, notes in the possession or control of the Consultant.
- (5) The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has Paid and Satisfied any and all assessments payable under the Workers Compensation Act or any regulation there under with respect to the Services to be provided under this agreement.

**11. DISCUSSIONS BETWEEN PARTIES**

The parties hereto agree that any negotiations between the parties or amendments to the Contract will be made by the Contractor's named appointee and the Manager of Building, Bylaw and Emergency Planning Services.

**12. DUTIES OF THE REGIONAL DISTRICT**

- (1) Print and supply to the Contractor Dog License Forms, Metal License Tags and to provide Violation Tickets in accordance with the Regional District of Nanaimo MTI Bylaw (Municipal Ticketing authority).
- (2) Issue licenses at the Regional District Administration Office, 6300 Hammond Bay Road, Nanaimo, BC and grants the Contractor the right to issue licenses on behalf of the Regional District and issue receipts therefore.
- (3) Collect fines and to conduct all prosecutions arising from violations of bylaws.

- (4) Advertise Animal Control related matters, as required.
- (5) In consideration of the Contractor performing the duties and services on its part to be performed pursuant to the terms of this Agreement, the Contractor shall be paid for its services as follows:
  - (a) The Regional District of Nanaimo shall pay to the Contractor monthly, on the first day of each month of the Term the sum \$6,500 (2010/2011) and \$6,630 (2011/2012) plus GST/HST.

### **13. TERMINATION**

Notwithstanding any other portion of the Agreement:

- (1) Either party, upon (ninety) 90 days notice in writing to the other party, may terminate the Contract, unless the notice period is waived by the consent of both the Regional District and the Contractor.
- (2) In the event of a default of the Contractor in performing any of the covenants on its part to be performed pursuant to the terms of this Agreement and such default continuing for a period of ten (10) days after notice thereof has been given by the Regional District to the Contractor, the Regional District may, at its option, terminate this Agreement without prejudice to any other remedy it may have against the Contractor in respect of such default either under the terms of this Agreement or at law or in equity.

**IN WITNESS HEREOF** the Regional District and the Contractor have executed this Agreement as of the day, month and year first above written.

The Corporate Seal of the  
**REGIONAL DISTRICT OF NANAIMO** )  
was hereto affixed in the presence of: )  
 )  
 )

\_\_\_\_\_) )  
Chairperson ) (seal)  
 )

\_\_\_\_\_) )  
Senior Manager Corporate Administration )  
 )

The Corporate Seal of the )  
**COASTAL ANIMAL CONTROL** )  
**SERVICES OF BC LIMITED** )  
was hereto affixed in the presence of: )  
 )

\_\_\_\_\_) )  
Contractor ) (seal)  
 )  
 )





NAME	
CAO APPROVAL <i>CAW</i>	
EAP	
COV	<i>Feb 9 '10</i>
RHD	
BOARD	

# MEMORANDUM

**TO:** Sean De Pol  
Manager of Wastewater Services

**DATE:** January 28, 2010

**FROM:** Lindsay Dalton  
Wastewater Program Coordinator

**FILE:** 1855-04

**SUBJECT:** **Greater Nanaimo Pollution Control Centre, French Creek Pollution Control Centre and Nanoose Bay Pollution Control Centre Upgrades and Expansions Preliminary Request for Funding**

## PURPOSE

To obtain Board approval to submit a preliminary request for funding support from the Federal and Provincial governments for major upgrade and expansion projects at the Greater Nanaimo Pollution Control Centre (GNPCC), the French Creek Pollution Control Centre (FCPCC), and the Nanoose Bay Pollution Control Centre (NBPCC).

## BACKGROUND

Wastewater Services is planning for major upgrades and expansions at the GNPCC, FCPCC, and NBPCC in the next five years.

GNPCC currently treats wastewater to a primary level. The Ministry of Environment requires that this facility be upgraded to secondary treatment by 2015. GNPCC is also approaching its design capacity and requires expansion to accommodate future growth in the Southern Community Sewer Service Area. In a report to the Board titled 'GNPCC Expansion and Upgrading Strategy', dated March 14, 2008, the cost estimate for expansion was \$73 million.

FCPCC was designed to treat wastewater from a maximum population of 24,000; it has reached its design capacity. To accommodate future growth in the Northern Communities, the facility must undergo major expansion and upgrading which could begin as early as 2013. In a report to the Board, titled 'FCPCC Expansion and Upgrading Strategy', dated March 28, 2008, the cost estimate for expansion was \$40 million.

Although NBPCC has not yet reached its design capacity, it requires upgrading from primary treatment to secondary treatment. In a recent review by RDN's Wastewater Services' consultants, AECOM, the cost estimate to upgrade NPCC to secondary treatment, with capacity for 6,000 people, is \$11 million.

The combined cost for these projects is estimated to be \$124 million (2008 \$). Typically, to offset the costs of major projects, grant applications are submitted to a specific program, during a prescribed intake period. Staff wish to take a proactive approach by alerting the Federal and Provincial governments to upcoming projects and funding needs and therefore are recommending preparing a submission to the Federal and Provincial governments. The proposed upgrading and expansion projects at the GNPCC, FCPCC, or NBPCC could each potentially be eligible for up to 2/3 funding.

## ALTERNATIVES

1. Support submission of a preliminary request for funding support from the Federal and Provincial governments for major upgrade and expansion projects at the Greater Nanaimo Pollution Control Centre, the French Creek Pollution Control Centre, and the Nanoose Bay Pollution Control Centre.
2. Provide alternate direction to staff.

## FINANCIAL IMPLICATIONS

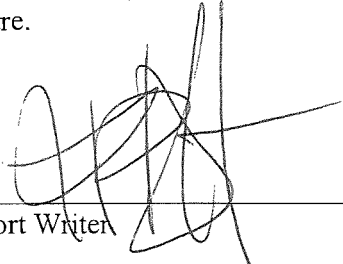
If applications for project funding are supported by Federal and Provincial governments, the Regional District of Nanaimo could potentially receive 2/3 funding for one, or all, of the proposed expansion projects. A full 2/3 for all projects is highly unlikely due to competition for senior government grants and the typical over-subscribed nature of the funding programs. Without grant funding, there is risk that some of the projects may not be able to be completed in the specified time frame.

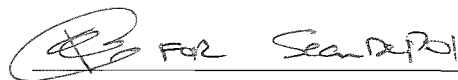
## SUMMARY/CONCLUSIONS


Wastewater Services is planning for major upgrades and expansion at the GNPCC, FCPCC, and NBPCC in the next 5 years. The costs for these projects are estimated to be \$124 million. At the appropriate time and in accordance with the provisions of future infrastructure grant programs, staff plan on making applications for funding for all the above projects. At this time, however, RDN staff are recommending that they prepare a preliminary submission to the Federal and Provincial governments, to alert them as to the RDN's future projects and associated cost implications. The proposed upgrading and expansion projects at the GNPCC, FCPCC, or NBPCC could potentially be eligible for up to 2/3 funding.

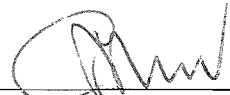
## RECOMMENDATION

That the Board support a submission of a preliminary request for funding support from the Federal and Provincial governments for major upgrade and expansion projects at the Greater Nanaimo Pollution Control Centre, the French Creek Pollution Control Centre, and the Nanoose Bay Pollution Control Centre.

  
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
Manager Concurrence

  
\_\_\_\_\_  
General Manager Concurrence

  
\_\_\_\_\_  
CAO Concurrence

COMMENTS:



RDN REPORT	
CAO APPROVAL <i>(initials)</i>	
EAP	
COV	✓ 9-Feb-10
JAN 28 2010	
RHD	
BOARD	

# MEMORANDUM

**TO:** John Finnie, General Manager  
Regional and Community Utilities

**DATE:** January 26, 2010

**FROM:** Mike Donnelly  
Manager of Water Services

**FILE:** 5600-07

**SUBJECT: Hamilton Marsh Water Licensing**

## PURPOSE

To present the Board with information regarding water licensing on Hamilton Marsh.

## BACKGROUND

At the July 28<sup>th</sup> 2009 Board meeting the following resolution was adopted:

*"That staff investigate Hamilton Marsh Provincial water licenses, review the history of the release of the water from the Marsh and provide direction on how to proceed with enforcement and compliance of the water licenses."*

The Provincial Ministry of Environment reports that there is only one Licence on Hamilton Marsh. (C124855, held by Andrew De Groot) This Licence was applied for in October 1956 and granted in March of 1957. The original extraction permitted under the Licence was 80 acre feet per year for irrigation purposes. This was reduced in 1963 to 60 acre feet. There are no requirements for the Licence holder to measure annual water consumption and therefore no flow records are available.

This Licence is in perpetuity and is attached to the property. There are no other licensed water extractions from Hamilton Marsh.

The Ministry notes that water has not been used under this Licence for the last two years as a blockage has developed in the pipe leading from the marsh to the farm. The Licence holder plans to repair the blockage this spring. Aside from the blocked pipe, the Ministry has no concerns with this permit but has advised it will address concerns directed to them in writing. Issuance, administration and enforcement of water licenses falls under the authority of the Provincial Ministry of Environment.

## ALTERNATIVES

1. Receive the report on Hamilton Marsh Water Licensing for information.
2. Provide alternate direction to staff.

**FINANCIAL IMPLICATIONS**

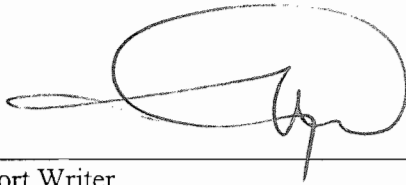
There are no financial implications associated with this report.

**CONCLUSIONS**

The Board has requested information associated with water licensing on Hamilton Marsh. This report provides an overview of staff's findings.

**RECOMMENDATION**

That the Board receive the staff report on the Hamilton Marsh Water Licensing for information



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:



RDN REPORT	
CAO APPROVAL <i>CA</i>	
EAP	
COW	✓ 9-Feb-10
JAN 28 2010	
RHD	
BOARD	

**MEMORANDUM**

**TO:** John Finnie, General Manager  
Regional and Community Utilities

**DATE:** January 27, 2010

**FROM:** Mike Donnelly  
Manager of Water Services

**FILE:** 5500-22-01

**SUBJECT:** Water User Rate Amendments

**PURPOSE**

To obtain Board approval for proposed water user rate amendments.

**BACKGROUND**

Water user rates in all the Regional District of Nanaimo (RDN) water service areas are proposed to increase by 2% in accordance with the 2010 Financial Plan and to be in effect for May of 2010. Water user rates for the seven RDN water service areas utilize a single rate structure. This structure is based on an inclined block rate which provides an incentive for reduced water consumption while increasing the cost of higher consumption.

Prior to 2007 the seven RDN water service areas had individual rate structures that did not reflect the relationship between the cost of water delivery and the rates paid by consumers. A rate structure review established the need for a single rate for all water systems and a goal of generating 75% of the revenue required to meet operational costs from user rates.

The rate structure was approved by the Board in 2007 after staff completed a comprehensive rate structure review and carried out a significant level of consultation with water service area user groups. The primary purpose of the new rate structure at that time was to establish a conservation based approach to pricing. With the inclined block rate structure the cost of water increases with use and, alternately, the consumer costs are reduced as consumption declines.

Staff will be reviewing the price structure in 2010 to identify opportunities to curb high water consumption. Water use in excess of three times the average use during the summer months is becoming increasingly common and will be addressed in proposed changes that will be brought to the Board this spring.

EXISTING						
Rate per Cubic Meter Per Day						
Minimum Daily Rate	Up to 0.7	.71 to 1.4	1.41 to 2.1	2.11 to 2.8	2.81 to 3.5	over 3.51
\$0.26	\$0.88	\$1.02	\$1.28	\$1.53	\$2.04	\$3.06

RECOMMENDED						
Rate per Cubic Meter Per Day						
Minimum Daily Rate	Up to 0.7	.71 to 1.4	1.41 to 2.1	2.11 to 2.8	2.81 to 3.5	over 3.51
\$0.27	\$0.90	\$1.04	\$1.31	\$1.56	\$2.08	\$3.12

## **ALTERNATIVES**

1. Approve the proposed water user rate amendments.
2. Do not approve the rate amendments.

## **FINANCIAL IMPLICATIONS**

Under Alternative 1, the ongoing maintenance, upgrades and improvements under the system capital plans can proceed as laid out in the 2010 financial plan. The rate structure was developed to provide the necessary funding required for ongoing operation of the water service areas.

Under Alternative 2, there would be no increase to the rate structure resulting in a reduction in financial support for the operation of the seven water service area systems. Funding reductions would result in reduced operational activity including regular system maintenance and upgrades.

## **SUSTAINABILITY IMPLICATIONS**

Sufficient funding levels support the effective operation of the seven regional water systems and allow for continuous improvement in the provision of safe water.

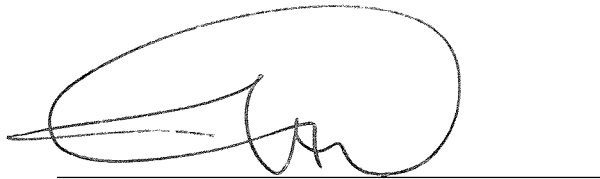
## **CONCLUSIONS**

It is recommended that the water user rates be increased in accordance with the 2010 financial plan. The proposed increase reflects the goals outlined in the new rate structure that was approved by the Board in 2007.

## **RECOMMENDATIONS**

1. That “Regional District of Nanaimo Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Amendment Bylaw No. 1468.05, 2010” be introduced for three readings.
2. That “Regional District of Nanaimo Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Amendment Bylaw No. 1468.05, 2010” be adopted.
3. That “Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.16, 2010” be introduced for three readings.
4. That “Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.16, 2010” be adopted.
5. That “Regional District of Nanaimo San Pareil Specified Area Water Regulations and Rates Amendment Bylaw No. 1172.10, 2010” be introduced for three readings.
6. That “Regional District of Nanaimo San Pareil Specified Area Water Regulations and Rates Amendment Bylaw No. 1172.10, 2010” be adopted.
7. That “Regional District of Nanaimo Englishman River Specified Area Water Regulations and Rates Amendment Bylaw No. 1383.06, 2010” be introduced for three readings.
8. That “Regional District of Nanaimo Englishman River Specified Area Water Regulations and Rates Amendment Bylaw No. 1383.06, 2010” be adopted.

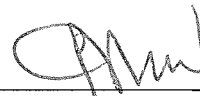
9. That "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.17, 2010" be introduced for three readings.
10. That "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.17, 2010" be adopted.
11. That "Regional District of Nanaimo Melrose Specified Area Water Regulations and Rates Amendment Bylaw No. 1434.05, 2010" be introduced for three readings.
12. That "Regional District of Nanaimo Melrose Specified Area Water Regulations and Rates Amendment Bylaw No. 1434.05, 2010" be adopted.
13. That "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.12, 2010" be introduced for three readings.
14. That "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.12, 2010" be adopted.



Report Writer



General Manager Concurrence



CAO Concurrence

COMMENTS

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1468.05**

**A BYLAW TO AMEND REGIONAL DISTRICT  
OF NANAIMO NANOOSE BAY PENINSULA  
WATER LOCAL SERVICE AREA RATES AND  
REGULATIONS BYLAW NO. 1468, 2005**

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

1. Schedule 'A' attached to "Regional District of Nanaimo Nanoose Bay Peninsula Water Local Service Area Rates and Regulations Amendment Bylaw No. 1468, 2005" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
  
3. This bylaw may be cited for all purposes as "Regional District of Nanaimo Nanoose Bay Peninsula Water Local Service Area Rates and Regulations Amendment Bylaw No. 1468.05, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SR. MGR., CORPORATE ADMINISTRATION



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Chairperson

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Sr. Mgr., Corporate Administration

## **SCHEDULE 'A'**

### **NANOOSE BAY PENINSULA WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.
- (d) Schools – As per (a) above plus \$80.00 per billing period.
- (e) Un-metered fire lines, \$65.00 per billing period.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 619.16**

**A BYLAW TO AMEND REGIONAL DISTRICT  
OF NANAIMO FRENCH CREEK WATER SUPPLY  
LOCAL SERVICE AREA REGULATIONS AND  
RATES BYLAW NO. 619, 1983**

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

1. Schedule 'B' of "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619, 1983" is hereby repealed and replaced by Schedule 'B' attached to this bylaw.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.16, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SR. MGR., CORPORATE ADMINISTRATION

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Chairperson

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Sr. Mgr., Corporate Administration

## **SCHEDULE 'B'**

### **FRENCH CREEK WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1172.10**

**A BYLAW TO AMEND REGIONAL DISTRICT  
OF NANAIMO SAN PAREIL WATER SUPPLY  
LOCAL SERVICE AREA RATES AND  
REGULATIONS BYLAW NO. 1172, 1999**

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

1. Schedule 'A' of "Regional District of Nanaimo San Pareil Water Supply Local Service Area Rates and Regulations Amendment Bylaw No. 1172, 1999" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo San Pareil Water Supply Local Service Area Rates and Regulations Amendment Bylaw No. 1172.10, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION

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Chairperson

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Sr. Mgr., Corporate Administration

## **SCHEDULE 'A'**

### **SAN PAREIL WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1383.06**

**A BYLAW TO AMEND REGIONAL DISTRICT  
OF NANAIMO ENGLISHMAN RIVER  
COMMUNITY WATER SUPPLY SERVICE  
AREA RATES AND REGULATIONS  
BYLAW NO. 1383, 2004**

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

1. Schedule 'A' of "Regional District of Nanaimo Englishman River Community Water Supply Service Area Rates and Regulations Amendment Bylaw No. 1383, 2004" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
2. This bylaw may be cited as "Regional District of Nanaimo Englishman River Community Water Supply Service Area Rates and Regulations Amendment Bylaw No. 1383.06, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION

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Chairperson

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Sr. Mgr., Corporate Administration

## **SCHEDULE 'A'**

### **ENGLISHMAN RIVER COMMUNITY WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 700.17**

**A BYLAW TO AMEND THE REGIONAL DISTRICT OF  
NANAIMO SURFSIDE PROPERTIES SPECIFIED AREA  
WATER REGULATIONS AND RATES BYLAW NO. 700, 1986**

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

1. Schedule 'B' of "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700, 1986" is hereby repealed and replaced with Schedule 'B' attached to this bylaw.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.17, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SR. MGR., CORPORATE ADMINISTRATION



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Chairperson

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Sr. Mgr., Corporate Administration

## **SCHEDULE 'B'**

### **SURFSIDE PROPERTIES WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1434.05**

**A BYLAW AMEND REGIONAL DISTRICT  
OF NANAIMO MELROSE TERRACE  
WATER LOCAL SERVICE AREA RATES  
AND REGULATIONS BYLAW NO. 1434, 2005**

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

1. Schedule 'A' of "Regional District of Nanaimo Melrose Terrace Water Local Service Area Rates and Regulations Amendment Bylaw No. 1434, 2005" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
2. This bylaw may be cited for all purposes as the "Regional District of Nanaimo Melrose Terrace Water Local Service Area Rates and Regulations Amendment Bylaw No. 1434.05, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION

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Chairperson

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Sr. Mgr., Corporate Administration

## **SCHEDULE 'A'**

### **MELROSE TERRACE WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1097.12**

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO  
DECOURCEY WATER SUPPLY LOCAL SERVICE AREA  
REGULATIONS AND RATES BYLAW NO. 1097, 1998**

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

1. Schedule 'A' attached to "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097, 1998" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
2. This bylaw may be cited as "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.12, 2010".

Introduced and read three times this 23rd day of February, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SR. MGR., CORPORATE ADMINISTRATION

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Chairperson

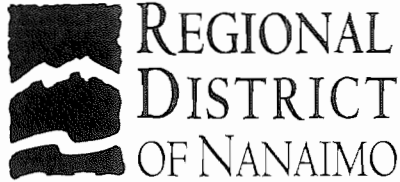
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Sr. Mgr., Corporate Administration

## **SCHEDULE 'A'**

### **DECOURCEY WATER USER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$0.90 per cubic meter.
  - ii) From 0.701 to 1.4 cubic meters per day, \$1.04 per cubic meter.
  - iii) From 1.401 to 2.1 cubic meters per day, \$1.31 per cubic meter.
  - iv) From 2.101 to 2.8 cubic meters per day, \$1.56 per cubic meter.
  - v) From 2.801 to 3.5 cubic meters per day, \$2.08 per cubic meter.
  - vi) Over 3.501 cubic meters per day, \$3.12 per cubic meter.
- (b) Minimum rate is \$0.27 per day.
- (c) Un-metered connections - \$3.00 per day.



NDN REPORT
TO: DAFAR/COVAL
✓ 26 9 '10

## MEMORANDUM

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**TO:** Carey McIver  
Manager of Solid Waste

**DATE:** January 29, 2010

**FROM:** Jeff Ainge  
Zero Waste Coordinator

**FILE:** 2240-20-WASTE

**SUBJECT:** Award of Residential Curbside Collection Contract

---

### PURPOSE

To award a contract for collection of residential garbage, food waste and recyclables.

### BACKGROUND

The RDN garbage and recycling collection service provides weekly or bi-weekly garbage and/or recycling collection to 26,000 households throughout the region, excluding the City of Nanaimo. The current garbage and recycling collection service contract was awarded to Waste Services Inc. in October 2001 for service to commence April 1, 2002. Following two extensions to facilitate the food waste collection pilot project, the Board extended the contract a third time in January 2009 to allow for a competitive bidding process prior to awarding a new contract.

In September 2008, the Board directed staff to include food waste collection in the upcoming proposal call for a new residential garbage and recycling collection contract. The proposal call for the curbside collection of residential garbage, food waste and recyclables closed on July 31, 2009 with three contractors (Waste Services Inc, Emterra and Waste Management) submitting proposals.

In October 2009, based on technical merit and cost, the Board directed staff to negotiate a contract with Waste Services Inc. (WSI) for the collection of garbage, food waste, and recyclables from all current garbage collection customers. The Board also directed staff to include recycling and food waste collection services for the Town of Qualicum Beach and District of Lantzville as requested by those municipal councils.

Since then the Town of Qualicum Beach has requested that the new contract include recycling and food waste collection services for their residents on an add-a-day basis. Town staff will continue to provide garbage only service every-other-week. The District of Lantzville voted to have all three material streams collected under the WSI contract on an add-a-day schedule. This new service will commence with the launch of food waste collection later in the year.

### New Collection Contract

Based on the direction from our municipal partners, staff has negotiated a contract with WSI (Attachment 1) on the following terms:

#### *Term*

As directed by the Board, a contract for a five year term commencing April 1, 2010, has been negotiated with the ability to renew for an additional five years. This term allows WSI to recover their costs from investing in new collection vehicles and a recycling transfer facility.

*Collection Service*

The October 2009 report for the Board included details on proposed changes to the collection services within the new contract, which included:

- Use of new split-body compactor trucks to reduce the number of vehicles on the road, allowing for fleet efficiencies, reduced costs and reduced greenhouse gas emissions;
- Providing drop-off bins at bottle depots and other locations for household glass containers and no longer collecting that material at the curbside; and
- Establishing a recycling transfer station in the Parksville area for the purposes of amassing recyclable materials collected from the northern routes (School District 69 routes) and trans-shipping the materials to a Material Recovery Facility by way of more efficient tractor-trailer units rather than the collection trucks.

*Service Fees*

If approved by the Board, the new contract will continue on a month-by-month basis with the current collection system and no changes will be implemented until the launch of the food waste collection program. This launch is contingent upon the transfer facilities and processing facilities being ready and the contractor receiving the required new collection trucks, which may take four months from placement of the order. The target for introducing the new service is October 2010.

Consequently, as shown in Table 1 below, the new contract includes fees for the current garbage and recycling collection system (G&R) from April 1, 2010 to September 30, 2010 as well as for the addition of food waste (G&FW&R) from October 1, 2010 to March 31, 2011. The new contract also includes an annual fee adjustment formula which incorporates a number of indices – the Consumer Price Index, Labour Index, Industry Hauling and Equipment Indices, and Diesel Fuel Index.

Table 1: Monthly Collection Fees and Annual Contract Costs

Service	Customers	Apr - Sept 2010			Oct '10 - Mar 2011				Year 1
		G&R Fee	Rec Fee	Cost	G&FW&R Fee	FW&R Fee	Rec Fee	Cost	Total Cost
RDN Weekly	10,360	\$7.17		\$445,687	\$7.42			\$461,227	\$906,914
RDN Bi-Weekly	5,455	\$5.00		\$163,650	\$7.42			\$242,857	\$406,507
Parksville	4,760	\$7.17		\$204,775	\$7.42			\$211,915	\$416,690
Qualicum Beach	3,850		\$2.50	\$57,750		\$5.42		\$125,202	\$182,952
Lantzville	1,390		\$2.50	\$20,850	\$7.42			\$61,883	\$82,733
Recycling Only	260		\$2.50	\$3,900			\$2.00	\$3,120	\$7,020
<b>Total</b>	<b>26,075</b>			<b>\$896,612</b>				<b>\$1,106,204</b>	<b>\$2,002,816</b>

The contract documents have been prepared and reviewed in consultation with Regional District legal counsel.

**ALTERNATIVES**

1. Award a contract for the collection of garbage, food waste and recyclables to Waste Services Inc. for a five-year term.
2. Not award the contract and provide alternate direction to staff.

## **FINANCIAL IMPLICATIONS**

### *Alternative 1*

With the service level anticipated staying unchanged for the first six months of the new contract (April to September 2010) before the introduction of food waste collection (targeted for October 2010), the first year's contract fee as shown in Table 1 will be \$2,002,816 not including tipping fees or program administration costs. The five year term of the contract results in a total financial commitment of \$10,852,447.

The current contract is in its eighth year and is operating with old equipment and is based on terms negotiated in 2001. The new contract requires new collection vehicles and facilities, and reflects changes to contractor costs such as fuel and labour, resulting in unavoidable increases in collection costs.

As shown in Table 1, the inclusion of food waste collection is not an influence in collection costs increasing for the majority of the customers. For the 15,120 customers currently receiving weekly service, food waste collection adds \$3.00 a year to the contractor collection costs.

The 5,455 electoral area residents in the rural areas currently receiving bi-weekly garbage service will see a larger contractor collection cost increase of \$29 per year with the introduction of weekly food waste. With this change to their service, they will start receiving collection services in line with the bulk of the collection customers.

Lantzville's contractor fee rises with garbage and food waste being added to their recycling service, while Qualicum Beach sees an increase to cover food waste and recycling collection costs.

### *Alternative 2*

Under Alternative 2 staff would have to negotiate an extension of the current contract for an additional term. This is unlikely to result in any savings and may cause additional price increases as new vehicle replacement costs continue to rise.

## **INTERGOVERNMENTAL IMPLICATIONS**

With respect to launching the new food waste collection program later in the year, a collaborative planning group has been formed that includes representatives from all four municipalities, including the City of Nanaimo. Regional district staff will take the lead and work closely with the municipalities in preparing educational and promotional materials leading up to the start of food waste collection.

## **PUBLIC RELATIONS IMPLICATIONS**

Calendars are being prepared and distributed to cover the period between the end of the current calendars (March 31, 2010) and the end of the year.

When the new collection contract is awarded staff will begin preparing a communications strategy focusing on the changes coming to the collection system. Some print media have already included articles on the intended removal of glass from the recycling stream, and the impacts of food waste collection to the overall collection service. Media briefings and background information will form part of the communications strategy, along with a variety of community outreach events and promotional tools. The communications strategy will be presented to the Board in March.

An information guide for residents will be prepared and distributed with food waste containers and revised collection schedules in advance of the actual collection launch.



## SUSTAINABILITY IMPLICATIONS

The residential garbage and recycling service contributes to the region's sustainability by encouraging residents to reduce the amount of waste they send to the landfill thereby saving expensive landfill capacity as well as reducing greenhouse gas emissions. Residents have embraced the recycling program, and the one-can limit for household garbage fosters personal accountability for household waste. With the introduction of residential food waste collection, the region will move closer toward our Zero Waste goal of diverting 75% of waste away from landfill by 2010.

## SUMMARY

The RDN garbage and recycling collection service provides weekly or bi-weekly garbage and/or recycling collection to 26,000 households throughout the region, excluding the City of Nanaimo. In September 2008, the Regional Board directed staff to include food waste collection in the new residential garbage and recycling collection contract. After reviewing the three proposals received at the July 31, 2009 deadline the Board directed staff to negotiate a contract with Waste Services Inc. (WSI) for the collection of garbage, food waste, and recyclables.

A contract has been negotiated for a five year term commencing April 1, 2010, with the ability to renew for an additional five years. The new contract continues with the current collection system (no changes implemented at this time) until the launch of the food waste collection program which is targeted for introduction in October 2010.


The current contract is in its eighth year and is operating with old equipment and is based on terms negotiated in 2001. The new contract requires new collection vehicles and reflects changes to contractor costs such as fuel and labour, resulting in an unavoidable increase in collection costs.

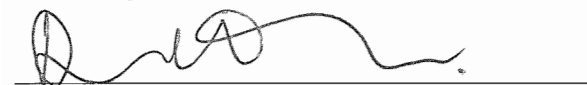
Communications planning is underway to prepare for the proposed changes to the collection service. In the interim, calendars for the continuation of the current collection system are being prepared and distributed to cover the period between the end of the current calendar and the start of the new system.


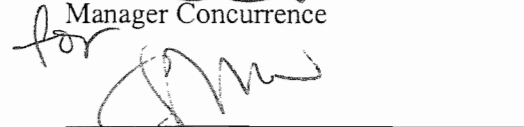
Staff has reviewed the contract documents and is recommending a five-year contract be awarded to Waste Services Inc.

## RECOMMENDATION

That the Board award a five-year contract to commence April 1, 2010 and end March 31, 2015 with the ability to renew for an additional five years for the collection of garbage, food waste and recyclables to Waste Services Inc. at a cost of \$10,852,447.

  
Report Writer

  
General Manager Concurrence

  
Manager Concurrence  
for   
CAO Concurrence

COMMENTS:

**SOLID WASTE DEPARTMENT AGREEMENT 2010-01**

**GARBAGE, FOOD WASTE AND RECYCLING COLLECTION AND RECYCLABLE  
MATERIALS PROCESSING/MARKETING**

**THE REGIONAL DISTRICT OF NANAIMO**

**and**

**WASTE SERVICES (CA) INC**

# CONTRACT

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**REGIONAL DISTRICT OF NANAIMO**

**GARBAGE, FOOD WASTE AND RECYCLING COLLECTION AND  
RECYCLABLE MATERIALS PROCESSING/MARKETING AGREEMENT**

THIS AGREEMENT signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

THIS AGREEMENT effective the 1<sup>st</sup> day of April, 2010

BETWEEN:

**WASTE SERVICES (CA) INC.**

(Inc. No. A0073592)

(herein called the "**Contractor**")

OF THE FIRST PART

AND:

**REGIONAL DISTRICT OF NANAIMO**

(herein called the "**Regional District**")

OF THE SECOND PART

**WITNESSES THAT WHEREAS:**

- a) The Regional District desires that the Contractor collect, process, handle, store and sell Recyclable Materials and collect Garbage and Residential Food Waste from within the boundaries of the Service Area.
- b) The Contractor by submitting a proposal in response to a Request for Proposals dated May 14, 2009, has offered to provide the services referred to in paragraph A and the Regional District, by Resolution dated Month, Date, 2010, has accepted the Contractor's offer.

**NOW THEREFORE** in consideration of the premises and mutual covenants and agreements herein contained and agreeing to be legally bound thereby the Regional District and the Contractor hereby covenant and agree as follows:

**1. THE AGREEMENT**

**1.1 Purpose**

The Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper execution of the Collection Services except where specifically provided otherwise, including, without limiting the

generality of the foregoing, the supply of all materials, plant, labour and services for the collection, processing, handling, storage and sale of Recyclable Materials and the collection of Garbage and Residential Food Waste from within the boundaries of the Service Area.

#### 1.2 Co-operation

The Regional District and the Contractor shall co-operate and use their best efforts to ensure the most expeditious implementation of the provisions of this Agreement and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions hereof.

#### 1.3 Contract Schedules

The following schedules are attached to and form part of this Agreement:

- Schedule 1 Collection Services
- Schedule 2 Service Fee Payment for Collection Services
- Schedule 3 Performance Security (to be provided by Contractor)
- Schedule 4 Certificate of Insurance (to be provided by Contractor)
- Schedule 5 Weather Disruptions Procedure
- Schedule 6 Recycling Container Specifications
- Schedule 7 Food Waste Container Specifications

#### 1.4 Term

The term of this Agreement shall be as follows:

This Agreement shall commence on April 1, 2010 and shall continue for a period of five (5) consecutive years to March 31, 2015.

The Regional District will review the contract in the fifth year and reserves the right to extend the contract for an additional five years beyond March 31, 2015 on the same terms and conditions except for this right of extension.

#### 1.5 Contractor's Examination

The Contractor acknowledges that it has by careful examination satisfied itself as to the nature of the Collection Services, the type and amount of equipment and facilities required to carry out the Collection Services and the local conditions affecting the Collection Services and does not rely upon any information or representations made by the Regional District.

#### 1.6 No Guarantee

The Regional District does not guarantee or warrant the volume of Recyclable Materials that the Contractor will pick up or be able to pick up during the term, and

the Contractor acknowledges that it does not rely upon the accuracy of any information provided by the Regional District regarding volumes of Recyclables, or Residential Food Waste, or Garbage.

## 2. DEFINITIONS

Words and expressions set out below shall have the following meanings unless the context requires otherwise:

**Add-A-Day Schedule** means a schedule that is adjusted after each statutory holiday by moving any given pick-up to the day following the pick-up day prior to the holiday. For example, if the collection day is Monday, after a holiday, it will change to Tuesday. If more than one holiday falls between pick-ups, the next pick-up is moved the corresponding number of days later.

**Adjusted Service Fee Statement** means the statement to be provided by the Contractor to the Regional District which shall include any adjustments to the Base Residential Premises in respect of the Billing Period, a detailed description of all the components thereof, a calculation showing any changes to the Service Fee and the amount of the new Service Fee.

**Agreement** means this Agreement and includes all Contract Documents, where applicable.

**Aluminum Foil** means all cleaned aluminum containers such as pie plates, tart containers, TV dinner trays and household aluminum foil; excluding tubes, laminated products such as cigarette foil and snack food bags.

**Apartment Building** means a building having entrances to dwelling units on multiple levels and in which five (5) or more dwelling units are connected.

**Approved Disposal Site** means a site for the disposal of Garbage and Contract Garbage which is either owned and operated by the Regional District or authorized as a Garbage disposal site by the Regional District.

**Base Residential Premises** means the number of Residential Premises on the Commencement Date as determined by the Regional District.

**Billing Period** means a calendar month during the term of this Agreement.

**Bi-weekly collection** means collection every second week.

**Changes in the Collection Services** means additions, deletions or other revisions to the Collection Services within the general scope of this Agreement and includes without restricting the generality of the foregoing changes in the Collection Area, changes of Recycling or of Residential Food Waste Containers, additions to or deletions of Recyclable Materials, changes in Curbside Collection, changes in

the type of collection and the time for pick-up (including increases or decreases to the frequency of Curbside Collection), changes in the Contractor's records and reporting requirements and changes in the source of Garbage, Residential Food Waste and Recyclable Materials to be collected.

**Collection Area** means those lands in the Regional District on which Residential Premises are located. The Collection Area may be modified during the term of this Agreement by mutual agreement between the Regional District and the Contractor. Where "collection area" is used with reference to garbage collection, it does not include the Town of Qualicum Beach.

**Collection Services** means the services to be provided by the Contractor as set out in Article 7 and in Schedule 1 of the Contract which broadly include but are not limited to:

- (a) Curbside collection of contract Garbage, Residential Food Waste and Recyclable Materials on a weekly or bi-weekly schedule as applicable;
- (b) Distribution of recycling containers and Residential Food Waste containers to all Residential Premises within the Collection Area, including replacement containers as required;
- (c) Provision of facilities and equipment;
- (d) Distribution of collection schedules;
- (e) Receiving, transfer, handling and processing of all Recyclable Materials received with complete responsibility for monitoring all Recyclable Materials received and to ensure shipping and sale of all Recyclable Materials received to receivers operating in compliance with all applicable laws, regulations and bylaws of the receiving jurisdiction;
- (f) Accurately reporting all data and revenues associated with the Collection Services to be provided under this Agreement;
- (g) Participation in public education and awareness campaigns.

**Collection Vehicles** means the vehicles described in Schedule 1 of this Agreement.

**Commencement Date** means April 1<sup>st</sup>, 2010, or such later date as the Regional District may specify in writing.

**Composting Facility** means a facility under contract to the Regional District to accept Residential Food Waste that composts organic matter to produce compost and holds a valid Waste Stream Management License issued under Bylaw No. 1386.



**Contract Documents** means the entire agreement between the Regional District and the Contractor and includes all of those documents that are in the table of Contents including the Request for Proposals, all additional forms and addenda, and the Proposal submitted by the Contractor.

**Contract Garbage** means Garbage collected under the Agreement from Residential Premises and mobile homes within the Collection Area.

**Contractor** means Waste Services (CA) Inc.

**Curbside Collection** means the pick-up of Materials for Collection from in, on, or beside Recycling Containers, from Standard Sized Residential Food Waste Containers, and from Standard Size Garbage Containers placed on streets or roads adjacent to Residential Premises, and includes the retrieval of all Materials for Collection which are dropped or blown about by the wind including any debris or liquid which falls from a Collection Vehicle.

**Dwelling Unit** means one or more rooms for residential occupancy connected together with facilities for living, sleeping and cooking and having a separate entrance.

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

**Extra Garbage** means up to two additional Standard Size Garbage Containers can be set out for collection with the purchase of Extra Garbage Tags.

**Extra Garbage Tag** means a tag purchased from the Regional District or an approved retail location and affixed to a Standard Size Garbage Container.

**Garbage** means discarded matter and includes refuse, waste, noxious, offensive and unwholesome materials, but does not include Recyclable Materials or Residential Food Waste.

**Glass Food and Beverage Containers** means any food and beverage container made of silicate glass including jars and bottles. It does not include: window glass, windshield glass, mirrors, drinking glasses, ceramics or other items which contain impurities detrimental to the recycling process.

**Holiday** means New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any other day proclaimed by the Parliament of Canada or the Legislature of British Columbia as a public holiday.

**Manager** means the Manager of Solid Waste of the Regional District or such other representative as may, from time to time, be duly authorized and appointed in writing by the Regional District.

**Materials for Collection** means all Recyclable Materials, Residential Food Waste, and Contract Garbage that are placed at curbside by the occupants of Residential Premises.

**Metal Food and Beverage Containers** means any metal container (maximum opening of 200mm) made of ferrous and/or non-ferrous metal originally containing food or a beverage.

**Missed Collection (also known as Missed Pick-up)** has the meaning set out in Schedule 1 of this Agreement.

**Mixed Waste Paper** means mixed paper products such as: boxboard, computer paper, envelopes, flyers, junk mail, paper egg cartons, paper shopping bags, white coloured and coloured ledger.

**Mobile Home** means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and which is used as a dwelling or designed for use as a dwelling.

**Mobile Home Park** means land used or occupied by a person to provide spaces for accommodating one or more Mobile Homes owned or being purchased by other persons where a charge or rental is imposed for the use of that space, and the Mobile Home is assessed and taxed in the name of its owner or purchaser.

**Multi-Family Dwelling Unit** means a dwelling unit located in a building or combination of buildings which comprises five or more dwelling units but does not include a resort, an apartment building or a dwelling unit in a multi-level entry building.

**Multi-Level Entry Building** means a building used for residential purposes or a combination of residential and non-residential uses where one or more dwelling units are located above or below another dwelling unit or a unit used for a non-residential use.

**Newspaper or Newsprint** means paper of the type commonly referred to as newsprint and distributed at intervals and having printed thereon news, opinions and advertisements.

**Old Corrugated Cardboard** means fibrous corrugated containers that do not have contaminants such as plastic or wax coatings, or absorbed contaminants such as grease or food.

**Old Directories** means any paper fibre book issued by the telephone company for the purpose of listing subscribers or its services which is commonly called a "telephone book" or any other publication similar in composition to that of a telephone book.

**Old Magazines** means any soft covered periodical, journal or catalogue which is comprised of either coated or uncoated paper fibre.

**Recyclable Materials** means all newsprint, glass (only until implementation of Residential Food Waste collection after which time it will not be collected at the curb) and metal food and beverage containers, aluminum foil, mixed waste paper, empty HDPE containers, empty LDPE containers, old corrugated cardboard, old directories, old magazines, textiles or such materials designated from time to time by the Regional District.

**Recycling Container** currently means the multi-material recycling container as specified in Schedule 6 of this Agreement.

**Recycling Facility** means a facility for the receiving, processing, handling, separating and marketing of Recyclable Materials and holding a current Waste Stream Management License issued under Bylaw No. 1386.

**Recycling Transfer Facility** means a facility provided, operated and maintained by the Contractor for the sole purpose of receiving recyclable materials collected as part of this Agreement from the curbside of the northern (School District 69) routes, amassing those materials and transferring them to the Recycling Facility.

**Regional District** means the Regional District of Nanaimo.

**Residential Food Waste** means residential compostable food waste including, without limitation, raw and cooked food waste, food soiled paper, meat and fish products, and other food related material as acceptable at the Composting Facility and generated within the Service Area. Residential Food Waste excludes Yard and Garden Waste.

**Residential Premises** means a single family dwelling unit or a multi-family dwelling unit.

**Rigid Plastic Containers** means all voluminous rigid plastic containers stamped with numbers 1 through 7 inclusive. This does not include film or foam plastic or plastic items not originally used as containers.

**Service Area** means that portion of the Regional District of Nanaimo situated on Vancouver Island and Gabriola Island.

**Service Fee** means the service fee referred to in Article 3 of this Agreement.

**Single Family Dwelling Unit** means a single family detached dwelling and each dwelling unit of a duplex, triplex or quadruplex and a mobile home not situated in a mobile home park.

**Single Stream Recycling** means the collection of Recyclable Materials without the requirement of separating materials by the customer or collection personnel.

**Standard Size Food Waste Container** means a container provided to Customers specifically for the collection and disposal of Residential Food Waste, and when set at the Curbside for collection not weighing more than fifty (50) pounds (23 kilograms) gross weight.

**Standard Size Garbage Container** means a container of not more than 100 litres capacity, of not more than fifty (50) pounds (23 kilograms) gross weight, and having a waterproof cover; or plastic bags of not less than two (2) mil thickness, of not more than fifty (50) pounds (23 kilograms) gross weight, with a maximum measurement of 26" by 36" when filled.

**Subcontractor** means any person, firm or corporation not contracting with or employed directly by the Regional District for doing any of the Collection Services but contracting with and employed directly by the Contractor provided, however, the term Subcontractor does not include one who merely furnishes or supplies materials. The use of a Subcontractor for any part of the Collection Services must be approved by the Regional District.

**Term** means the term of the Agreement as defined in Article 1.4.

**Textiles** means woven or knit fibre materials such as clothing and fabrics.

**Tipping Fee** means the charge payable for the depositing of Garbage in an Approved Disposal Site, and for depositing Residential Food Waste at a licensed Composting Facility.

**Yard and Garden Waste** means all organic material produced by a yard or garden including grass clippings, hedge and tree pruning material, weeds and material from flower beds and vegetable gardens.

3. **Zero Waste means the recycling and waste reduction programs carried out by the Regional District including educational and promotional initiatives and program changes intended to reduce waste and increase participation in recycling activities.**

**PAYMENT FOR COLLECTION SERVICES**

3.1 Payment for Collection Services

The Regional District shall pay the Contractor a Service Fee monthly in arrears in accordance with Schedule 2 – Payment for Collection Services.

3.2 Billing and Payment of the Service Fee

3.2.1 The Regional District shall pay the Contractor the Service Fee in respect of the Base Residential Premises within 10 days of the end of the first Billing Period.

3.2.2 The Contractor shall give an Adjusted Service Fee Statement to the

Regional District within 10 days of the end of each Billing Period. The Contractor and the Regional District will mutually agree on procedures to identify new customers. See also Schedule 1 (section 6.2).

- 3.2.3 The Regional District shall pay the Contractor the Service Fee set out in the Adjusted Service Fee Statement within 10 days of the end of the second and each subsequent Billing Period. If the Contractor does not give the Regional District the Adjusted Service Fee Statement within the 10 day period set out in Article 3.2.2, the Regional District shall, at its sole discretion, have the option of not paying the Adjusted Service Fee until the second month following the month in which it receives the Adjusted Service Fee Statement. If the Regional District exercises this option, the Service Fee for the previous Billing Period shall be paid in the month following the month in which the Regional District receives the Adjusted Service Fee Statement.

### 3.3 Deductions

The Regional District may deduct from the Service Fee, which is otherwise payable, any sums owing by the Contractor to the Regional District which are more than 30 days in arrears from any billing by the Regional District.

### 3.4 The Payment of Other Amounts

The Regional District shall pay all other amounts due to the Contractor under this Agreement that are not included in the Service Fee within 30 days of receipt of an invoice from the Contractor.

### 3.5 Tipping Fee

The Regional District shall be responsible for payment of Tipping Fees. No other Garbage shall be included in the same load as Contract Garbage.

### 3.6 Sale of Recyclable Materials

The Contractor will retain all monies received from the sale of any Recyclable Materials.

### 3.7 Payment Withheld

The Regional District may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any monthly payment to the Contractor to the extent necessary to protect itself from loss on account of one or more of the following:

- (a) that the Contractor has failed to perform the Collection Services in accordance with this Agreement;

- (b) that the Contractor is failing to make prompt payments as they become due to the Subcontractors or for material or labour;
- (c) that there exists unsatisfied claims for damages caused by the Contractor;
- (d) that the Contractor has not submitted a statutory declaration for each monthly progress payment in the form required under this Agreement;
- (e) that the Collection Services is interrupted or delayed due to an act or neglect of the Regional District or Manager, strikes, lockouts, fire, unusual weather conditions or Act of God to which the Regional District has not agreed under Article 5.8.

#### **4. REGIONAL DISTRICT OBLIGATIONS**

##### **4.1 Notices by Regional District**

The Regional District shall, by means determined at its discretion, advise owners and occupiers of Residential Premises from which Contract Garbage or Residential Food Waste or Recyclable Materials are to be collected of the following:

- (a) The Contractor is to be responsible for Curbside Collection of Recyclable Materials, Residential Food Waste and Contract Garbage on a weekly or bi-weekly basis as applicable;
- (b) The Contractor shall not be obligated to collect Contract Garbage or Residential Food Waste or Recyclable Materials from any Residential Premises unless the owner or occupier prior to the collection time places the Containers on the street or road adjacent to the Residential Premises;
- (c) The Contractor is not responsible to pick up more than three Standard Sized Garbage Containers per Residential Premises per scheduled bi-weekly collection.

#### **5. CONTRACTOR'S OBLIGATIONS**

##### **5.1 Performance of Collection Services**

The Contractor acknowledges and agrees that the Collection Services are required to be provided on a consistent basis during the Term without interruption. The Contractor shall perform the Collection Services at its sole expense and make such arrangements as may be necessary to perform in accordance with this Agreement and the Contract Documents in the event of labour disputes, mechanical breakdown or any other reason whatsoever whereby the Contractor is unable to directly fulfil its obligations under this Agreement. In no event shall the Regional District be responsible for any payments to the Contractor on its behalf other than those set out in Article 3.

## 5.2 Obtain Permits and Comply with Laws

The Contractor shall, at its expense, procure and maintain all necessary permits, certificates and licences required by law for the performance of its obligations under this Agreement and shall comply with all federal, provincial, local government enactments, municipal and Regional District laws and regulations affecting the performance of its obligations including Regional District Bylaw No. 1009 – A Bylaw to Provide For The Collection Of Garbage, Food Waste And Recyclable Materials Within The Regional District Of Nanaimo as amended or replaced from time to time.

## 5.3 Pay Employees

The Contractor shall, at its expense, pay any and all benefits, charges and expenses relating to its employees and staff, including, without restricting the generality of the foregoing, WorkSafe BC assessments, Employment Insurance premiums, Canada Pension Plan payments, and holiday pay. The Contractor shall pay all Subcontractors.

## 5.4 Supervision

The Contractor shall at all times provide competent supervision to its employees and any Subcontractors performing obligations of the Contractor under this Agreement. All individuals involved in performing the Contractor's obligations must have sufficient knowledge, skill and experience to perform the tasks required of them. Any person employed in the performance of the Contractor's obligations who, in the opinion of the Regional District, does not perform his the Collection Services in a proper manner or who appears to be incompetent or acts in a disorderly or intemperate manner shall, at the written request of the Regional District, no longer be employed in the performance of the Contractor's obligations under this Agreement. The Contractor, its employees, agents and Subcontractors, shall perform the Contractor's obligations under this Agreement with courtesy to the public, maintaining cleanliness and protecting and respecting private property, including Garbage containers.

## 5.5 Deposit of Contract Garbage

The Contractor shall deposit all Contract Garbage at an Approved Disposal Site. The Contractor shall ensure that all loads of Contract Garbage are weighed at an Approved Disposal Site.

## 5.6 Deposit of Residential Food Waste

The Contractor shall deposit all Residential Food Waste at a licensed Composting Facility or Regional District transfer station, as directed by the Regional District or at such other location or disposal site as the Regional District may reasonably direct from time to time. The Contractor shall ensure that all loads of Residential

Food Waste are weighed at a licensed Composting Facility or Regional District transfer station.

#### 5.7 Purchase of Equipment

- (a) The Contractor will be responsible for the purchasing or supply of all recycling equipment, Collection Vehicles, the Recycling Facility and Recyclables Transfer Facility, but excluding the Recycling Containers. The Regional District will be responsible for the supply of Recycling Containers. The Contractor may enter into an agreement with a third party to handle recyclables processing as described in Schedule 1 (Section 7.1) with the prior written consent of the Regional District.
- (b) All Recycling Equipment, Collection Vehicles, the Recycling Facility and Recyclables Transfer Facility used in conducting the Collection Services required by this Agreement shall be subject to the approval of the Regional District, but approval or failure to approve such Recycling Equipment, Collection Vehicles or the Recycling Facility and Recyclables Transfer Facility shall not relieve the Contractor from responsibility of liability for proper performance of the Collection Services.
- (c) Responsibility for purchasing, or supply, or distribution of Standard Size Food Waste Containers will be negotiated with the successful Proponent.

#### 5.8 Delays in Collection Services

If the Contractor is delayed in the progress of the Collection Services or any part thereof by any act or neglect of the Regional District or the Manager or by strikes, lockouts, fire, unusual weather conditions or Act of God, the Contractor shall, within 48 hours, give written notice to the Regional District of the delay and estimate its probable duration. The Regional District may in its absolute discretion agree upon an extension of time for the performance of this Agreement by the Contractor.

#### 5.9 Mobilization

For continuation of the current service levels (as at March 31, 2010), the Contractor shall be responsible for mobilizing all equipment, labour and material prior to March 31, 2010, in accordance with an approved schedule. For implementation of the Residential Food Waste collection and associated collection changes, the Contractor shall be responsible for mobilizing all equipment, labour and material prior to October 1, 2010 or such date as agreed to by both parties.

#### 5.10 Demobilization

The Contractor shall be responsible for demobilization of all the Contractor's equipment and personnel associated with this Agreement upon termination of this Agreement. All temporary facilities constructed by the Contractor shall be



removed within 45 days of the termination of this Agreement. Demobilization shall be according to a schedule prepared by the Contractor and submitted to the Regional District at least two (2) months prior to the termination of this Agreement and approved in writing by the Manager.

#### 5.11 Guarantee of Performance

5.11.1 The Contractor shall provide to the Regional District and maintain in good standing throughout the Term and any renewal period an Irrevocable Standby Letter of Credit or a Performance Bond in the amount of \$100,000.00 in a form acceptable to the Regional District as security for the performance of the obligations of the Contractor under this Agreement. This will form Schedule 3 of this Agreement. The Contractor shall cause its surety to provide the Regional District with no less than 90 days notice in the event that it does not intend to renew or re-issue the security required under this section. Any failure to renew or re-issue the security shall constitute a breach of this Agreement.

5.11.2 If the Contractor should neglect to perform the Collection Services properly or fail to perform any provision of this Agreement, the Regional District, after seven (7) day's written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiency and may:

- (a) deduct the cost thereof from the payment then or thereafter due the Contractor, or
- (b) claim the cost from the Irrevocable Standby Letter of Credit or Performance Bond referred to in article 5.11.1.

#### 5.12 Local Manager

The Contractor shall ensure that a local manager with decision making authority who works within the Regional District is available during the Term and shall provide the name, address and telephone number of such person to the Regional District.

#### 5.13 Contractor's Errors

The Contractor at its expense must remedy changes, errors or mistakes by the Contractor or its agents, workers or employees.

#### 5.14 Omissions

Anything, which may be imperfectly specified in this Agreement, must be taken, considered and done by the Contractor as if it were specified correctly.

## 6. INSURANCE

### 6.1 General Liability Insurance

The Contractor shall provide and maintain, while this Agreement is in force, either by way of a separate policy of insurance or by an endorsement to existing insurance coverage, comprehensive general liability insurance with terms and conditions acceptable to the Regional District and to a limit of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof, or such higher amount as may be required by the Regional District from time to time. The aforesaid insurance shall include the Regional District as an additional named insured and shall cover as unnamed insureds any and all permitted Subcontractors and anyone employed directly or indirectly by the Contractor or its permitted Subcontractors to perform a part of parts of the obligations of the Contractor hereunder.

### 6.2 Vehicle Insurance

The Contractor shall provide and maintain while this Agreement is in force liability insurance with terms and conditions acceptable to the Regional District on all vehicles used by the Contractor in connection with performance by the Contractor of its obligations under the terms and conditions of this Agreement, such aforesaid liability insurance to be not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof or such higher amounts as may be required by the Regional District from time to time.

### 6.3 Proof of Insurance

The Contractor shall provide proof of any insurance, which it is required to maintain under this Agreement to the Regional District from time to time as required by the Regional District. All insurance policies shall contain an endorsement requiring that the Regional District be given at least thirty (30) days written notice of any Changes, amendments or cancellations. This shall form Schedule 4 of this Agreement

### 6.4 Payment by Regional District

In the event the Contractor does not maintain in force the insurance coverage required under article 6.1 and 6.2, the Regional District may obtain and pay for such coverage and deduct such payment from any Service Fee owing to the Contractor by the Regional District.

## 6.5 Indemnity

The Contractor shall indemnify and save harmless the Regional District and its elected officials and appointed officers and employees from and against any and all losses, claims, demands, suits, liabilities, actions, expenses, costs, fines and judgments of every nature arising from or related to any act or omission or alleged act or omission of the Contractor, its agents, employees or Subcontractors in connection with this Agreement.

## 6.6 Liens

The Contractor shall indemnify the Regional District and its elected officials and appointed officers and employees from and against all claims of lien that may be made or filed against property of the Regional District or a third party by reason of an act or omission or alleged act or omission of the Contractor and shall immediately cause any such liens to be discharged at the Contractor's expense.

## 7. **COLLECTION SERVICES**

### 7.1 Collection Services

The Contractor will perform the Collection Services as described in Schedule 1 throughout the Term, all in accordance with the terms of this Agreement.

### 7.2 Standard of Performance

The Contractor will at all times during the Term perform the Collection Services:

- (a) having regard for the concerns, needs and interests of the Regional District, the residents of the Regional District and the environment; and
- (b) using standards, practices, methods and procedures to a good commercial standard, conforming to applicable law and exercising that degree of skill, care and diligence which would reasonably and ordinarily be expected from a qualified, skilled and experienced North American waste collection operator undertaking services similar to the Collection Services.

## 8. **REGIONAL DISTRICT'S RIGHT TO TERMINATE**

### 8.1 Regional District's Right to Terminate

- 8.1.1 The Regional District may terminate the Contractor's right to continue with the Collection Services if the Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of creditors or if a receiver or liquidator is appointed with respect to the business of the Contractor, and such termination

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shall be effective upon notice from the Regional District to the Contractor.

- 8.1.2 In addition to the right of termination under section 8.1.1, the Regional District may terminate the Contractor's right to continue with the Collection Services if the Regional District considers that the Contractor:
- (a) has failed to commence the Collection Services or to recommence the Collection Services after suspension within the time specified in this Agreement;
  - (b) has failed or is failing to use diligence or has failed to comply with the instructions of the Manager to expedite the Collection Services or has otherwise failed to make such progress with the Collection Services as is necessary to ensure the completion of the Collection Services or any part of the Collection Services in the time specified in this Agreement;
  - (c) for any reason, including strike, lockout or other labour dispute, the Contractor has failed or is failing to supply enough competent workers, equipment, management, materials or suitable equipment or place of business to ensure the completion of the Collection Services in the time specified in this Agreement;
  - (d) the Contractor has become in any way unable to carry on the Collection Services or any part of the Collection Services;
  - (e) the Contractor has committed any other breach of this Agreement.
- 8.1.3 Without limiting sections 8.1.1 and 8.1.2, the Regional District may terminate the Contractor's right to continue the Collection Services at any time by reason of any fraud or dishonesty of any officer, employee, agent, servant or shareholder of the Contractor in the performance of this Agreement.
- 8.1.4 In any early termination of this Agreement:
- (a) the Regional District shall pay to the Contractor the money owing to him under this Agreement to the date of termination less any amounts which the Regional District is entitled to hold back pursuant to any enactment or pursuant to this Agreement;
  - (b) the Regional District may take all Collection Services out of the Contractor's hands and employ such means as it may see fit to complete the Collection Services and in such case:
    - (i) the Contractor shall have no claim for any further payment in respect of Collection Services performed but shall be liable for all damages and expenses which may be suffered by the Regional District by reason of such default or delay or the non-completion by the Contractor of the Collection Services;

- (ii) no objection or claim shall be made or raised by the Contractor by reason of or on account of the ultimate cost of the Collection Services so taken over for any reason providing greater than in the opinion of the Contractor, or any other person, it should have been;
- (iii) all materials and all rights, proprietary or otherwise, leases, licences, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purposes of the Collection Services under the provisions of this Agreement shall become or remain and be the property of the Regional District as fully and to all intents and purposes connected with the Collection Services as they might have been used, exercised and enjoyed by the Contractor, and the Contractor shall cause to be executed and delivered any assignments, assurances or documents as may be needed to carry out the intent of this section.

## 8.2 Contractor Loss

If the Regional District has the right to terminate as set out in Article 8.1 the Regional District may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Collection Services or any part thereof and the Regional District shall not be liable for any loss the Contractor may sustain as a result thereof.

## 9. **CONTRACTOR'S RIGHT TO TERMINATE**

### 9.1 Delay

If the Collection Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by it or should the Regional District fail to pay the Contractor any monies due to the Contractor within sixty (60) days of the same becoming due, the Contractor may terminate this Agreement.

### 9.2 Termination Payment

If the Contractor terminates this Agreement, pursuant to 9.1, the Contractor shall be entitled to be paid for all Collection Services performed up to the date of such termination.

## 10. **CHANGES IN THE COLLECTION SERVICES**

### 10.1 Request for Changes

The Regional District shall have the right to require the Contractor to undertake Changes in the Collection Services by increasing, or decreasing or modifying any

aspect of the Collection Services. In the event that the Regional District requires Changes in the Collection Services the Regional District shall:

- (a) give to the Contractor in writing 30 days notice (except in urgent circumstances where reasonable notice is required of the requirement for change, which notice shall specify the Changes in the Collection Services, the effective date of such Changes and the increase or decrease in the Service Fee proposed by the Regional District;
- (b) pay the Contractor the proposed increase or decrease (or modification if applicable) in the Service Fee from the effective date of the Changes on the basis set out in Article 3; and
- (c) consider any Changes to the proposed Service Fee requested by the Contractor.

## 10.2 Contractor's Duties

The Contractor shall:

- (a) implement Changes to the Collection Services requested by the Regional District by no later than the effective date of such Changes; and
- (b) consider any Changes to the proposed Service Fee change proposed by the Regional District.
- (c) not claim any amount as an extra or additional payment on account of any Changes to the Collection Services unless it has first submitted a written request for payment and received the Regional District's written consent to such payment.

## 10.3 Dispute Resolution

In the event that the Regional District and the Contractor cannot agree in Changes to the Service Fee the dispute shall be resolved pursuant to Article 15.14 provided that until such dispute is resolved the Contractor shall undertake the Changes to the Collection Services and the Regional District shall pay the Contractor the Regional District's proposed Service Fee increase or decrease.

## 11. **CONTRACTOR'S RECORDS**

### 11.1 Keeping of Records

The Contractor will keep complete books and records (the "Records") relating to the performance of the Services, including any or all ledgers, books of accounts, invoices, weight slips, vouchers and cancelled cheques, as well as all other records and documents evidencing or relating to the charges for services, expenditures or disbursements borne by the Regional District for a minimum period of three (3) years, or for any longer period required by law, from the date

of final payment to the Contractor pursuant to this Agreement.

The Records are the Regional District's property which the Contractor will maintain during the Term and preserve thereafter as required by this Agreement. The Contractor will maintain the confidentiality of the Records at all times.

#### 11.2 Inspection of Records

The Contractor will make the Records available for inspection or audit by the Regional District during the regular business hours at the Contractor's address indicated for receipt of notices in this Agreement.

The Regional District Representative may request access to the Records by notice in writing to the Contractor. If requested, and to the extent practicable, copies of the Records to be inspected will be provided to the Regional District Representative.

#### 11.3 Custody of Records

The Regional District may, on written request, require the Contractor to transfer custody of the Records to the Regional District to be maintained by the Regional District. The Regional District will grant access to the Records in the custody of the Regional District to any party authorized in writing by the Contractor, its representatives or its successor-in-interest.

### 12. **BUSINESS PREMISES**

#### 12.1 Place of Business

The Contractor, at its own expense, will establish and maintain during the Term, a proper place of business at a convenient and lawful place within the Regional District from which the business and supervision of this Agreement will be carried out.

### 13. **OCCUPATIONAL HEALTH & SAFETY**

13.1 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the performance of the Collection Services. This requirement shall apply during the Term and any renewal period and not be limited to normal working hours.

13.2 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workers or agents.

- 13.3 The Contractor is a Prime Contractor for the purposes of Part 3 of the Worker's Compensation Act (British Columbia). The Contractor shall comply and cause its Subcontractors to comply with the provisions of the Worker's Compensation Act (British Columbia) and all related regulations (including the Occupational Health and Safety Regulation) and standards including obtaining workers compensation coverage in respect of all workers engaged in the Collection Services, and without limiting Article 5.2, all Regional District policies and procedures, codes and regulations applicable to the Collection Services. Where any of these are in conflict, the more stringent shall be applicable.
- 13.4 At any time during the term of this Agreement, when requested by the Regional District, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.
- 13.5 In an emergency affecting the safety of life, or of the Collection Services, or of adjoining property, the Contractor shall act in a responsible manner to prevent loss or injury.
- 13.6 The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulation, and Work Safe BC and shall incorporate all of the Regional District's operating requirements and restrictions.
- 13.7 When required to do so by the Regional District, the Contractor shall provide the Regional District with evidence of compliance with this article.

#### **14. COMMUNICATION**

##### **14.1 Representatives**

Each party will maintain communication with the other party in accordance with their respective obligations under this Agreement. In particular:

- (a) the Contractor will appoint a representative (the "Contractor's Representative") who will have the duty of instituting and maintaining communication with the Regional District as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative; and
- (b) the Regional District will appoint a representative (the "Regional District Representative") who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Regional District Representative.



## 15. MISCELLANEOUS

### 15.1 Interpretation of Contract

- (a) The Regional District has authority to decide questions arising under this Agreement and interpret the requirements of this Agreement, such decisions to be given in writing.
- (b) The Contractor must notify the Regional District in writing immediately if the Contractor disagrees with a decision by the Regional District. If the disagreement is not resolved immediately, the Contractor shall follow the Regional District's decision and the dispute must be referred to arbitration under Article 15.14 if the parties cannot agree within fourteen days of the date of the Regional District's written decision.

### 15.2 Waivers

The failure at any time of either party to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision of this Agreement.

### 15.3 Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties.

### 15.4 No Duty of Care

Nothing in this Agreement shall be interpreted as creating any duty of care on the part of the Regional District to the Contractor and the parties acknowledge and agree that the rights of the Contractor are limited to its rights under this Agreement.

### 15.5 Assignment

No assignment of this Agreement or any right accruing under it shall be made by the Contractor without the written consent of the Regional District.

### 15.6 Interpretation

This Agreement shall be construed and interpreted in accordance with the laws of British Columbia.

15.7 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.8 Survival

Article 8 and all other articles, sections, subsections and paragraphs providing for the limitation of, waiver of or protection against liability of the parties hereto and their respective Subcontractors shall survive termination, cancellation or expiration of this Agreement.

15.9 Means of Giving Notice

15.9.1 Each notice sent pursuant to this Agreement ("Notice") shall be in writing and shall be sent to the relevant Party at the relevant address, facsimile number or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

15.9.2 The Contact Information for the parties is:

<p>The Contractor at:                  Attention: District Manager                  Waste Services (CA) Inc                  1151 Herring Gull Way                  Parksville, BC V9P 1R2                  Fax: 250-248-4890                  Email: RAppleton@wasteservicesinc.com</p>	<p>The RDN at:                  Attention: Manager of                  Solid Waste                  6300 Hammond Bay Road                  Nanaimo, BC V9T 6N2                  Fax: 250-390-4163                  Email: cmciver@rdn.bc.ca</p>
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15.9.3 Each Notice sent by electronic mail ("E-Mail Notice") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.

15.9.4 Subject to sections 15.9.5 through 15.9.7 each Notice shall be deemed to have been given or made at the following times:

- (a) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
- (b) if sent by registered mail, seven (7) days following the date of such mailing by sender;
- (c) if sent by facsimile transmission, on the date the Notice is sent by facsimile transmission; or

- (d) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.

15.9.5 If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a Business Day, then the Notice shall be deemed to have been given or made on the next Business Day following.

15.9.6 Notice given by facsimile transmission in accordance with the terms of this article will only be deemed to be received by the recipient if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.

15.9.7 If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.

15.9.8 Each Party shall provide Notice to the other Party of any change of address, facsimile number, or e-mail address of such Party within a reasonable time of such change.

#### 15.10 Liquidated Damages

If the Contractor fails to carry out the Collection Services in accordance with the Agreement to the Regional District's satisfaction, within the specified times, the Contractor shall pay the Regional District the sum of \$2,000 as liquidated damages for each and every day that the Collection Services are not carried out in accordance with this Agreement within the specified times, such amount having been fixed by the parties as an estimate of the losses which the Regional District will suffer by reason of delay in performance of the Collection Services and the Regional District may deduct the amount of such liquidated damages from any amount payable to the Contractor by the Regional District.

#### 15.11 Independent Contractor

For the purpose of this Agreement, the Contractor shall be deemed to be an independent contractor and not an employee or agent of the Regional District. Any and all agents, servants or employees of the Contractor or other persons, while engaged in the performance of any Collection Services or services required to be performed by the Regional District under this Agreement, shall not be considered employees of the Regional District, and any and all claims that may or might arise on behalf of the Regional District, its agents, servants or employees as a consequence of any act or omission on behalf of the Contractor, its agents,

servants, employees or other person, shall not be the obligation or responsibility of the Regional District. The Contractor, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Regional District Employees except as otherwise may be stated in this Agreement.

#### 15.12 Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, that holding shall not affect the remaining portions of this Agreement.

#### 15.13 Entire Agreement

This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

#### 15.14 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its procedures for cases under the BCICAC rules. The place of arbitration shall be Nanaimo, British Columbia. A matter which is stated to be in the sole discretion of the Regional District, or which is a matter over which the Board of the Regional District has authority as a statutory power under the *Local Government Act* or any other enactment is not subject to arbitration.

15.15 Use of Words

Whenever the singular or masculine is used throughout this Agreement the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

**REGIONAL DISTRICT OF NANAIMO**

by its authorized signatories:

_____	)
Chairperson	)
_____	)
Chief Administrative Officer	)

**WATER SERVICES (CA) INC.**

by its authorized signatories:

_____	)
Authorized Signatory	)
_____	)
Authorized Signatory	)

## SCHEDULE 1

### COLLECTION SERVICES

**Collection Services** means the services to be provided by the Contractor as set out in this Schedule 1 of the Agreement.

#### 1.0 GARBAGE

##### 1.1 Garbage Collection

The Contractor will collect Contract Garbage from the Residential Premises within the Collection Area on a bi-weekly basis, as well as additional containers (displaying “Extra Garbage Tags”) and transport and deliver the Garbage to the Approved Disposal Site.

##### 1.2 Amount of Garbage

The Contractor will collect Contract Garbage from the Residential Premises up to the following maximum bi-weekly amount:

(a) one “Standard Size Garbage Container” (100 litres or less).

##### 1.3 Extra Garbage

The Contractor will collect Contract Garbage in excess of the maximum set out in Section 1.2 (“Extra Garbage”) if the excess Garbage Container(s) bears an “Extra Garbage Tag” purchased from the Regional District. The maximum number of additional Containers is two (for a total maximum collection of three for any one scheduled collection).

##### 1.4 Garbage Disposal Fees

The Contractor will not be responsible for the payment of any Garbage disposal fees.

#### 2.0 RESIDENTIAL FOOD WASTE

##### 2.1 Food Waste Collection

The Contractor will collect Residential Food Waste from the Residential Premises within the Collection Area on a weekly basis. Residential Food Waste collected from routes located in School District 69 (between Nanoose Bay and Deep Bay) will be delivered to the Church Road Transfer Station (860 Church Road, Parksville) or as otherwise directed under this Agreement, and Residential Food Waste collected from routes

located in School District 68 (between Lantzville and the Cowichan Valley Regional District boundary and including Gabriola Island) will be delivered as directed by the Regional District to a licensed Composting Facility or as otherwise directed under this Agreement.

#### 2.1 Amount of Food Waste

The Contractor will collect all Residential Food Waste from the Residential Premises that is set at the curbside in Standard Size Food Waste Containers.

#### 2.2 Food Waste Disposal Fees

The Contractor will not be responsible for the payment of any Residential Food Waste disposal fees.

#### 2.3 Food Waste Containers

The Contractor and Regional District will finalise procedures for storage, distribution, and administration of Standard Size Food Waste Containers Food Waste containers prior to the implementation of Residential Food Waste collection.

### **3.0 RECYCLABLES COLLECTION**

#### 3.1 Recyclables Collection

The Contractor will collect the Recyclable Materials from the Residential Premises within the Collection Area on a bi-weekly basis, and transfer, transport and deliver the Recyclables (the "Recyclable Materials") to a designated Recycling Facility or facilities as selected by the Contractor and as approved in writing by the Regional District (the "Recycling Facility").

Where the Contractor is unable to collect the Recyclable Materials due to non-recyclable materials in the Recycling Container, the Contractor will leave a standard non-compliance notice, in a form approved by the Regional District to encourage proper sorting. Under no circumstances should the Recyclable Materials be left without the prior approval of the Manager.

The Regional District will work with the Contractor to develop procedures to assist and encourage the residents with preparing Recyclable Materials.

### 3.2 Amounts of Recyclables

The Contractor will collect all Recyclables that are placed in the proper containers at the Curbside for collection.

### 3.3 Containers for Recyclables

Recycling Containers shall be supplied by the Regional District and distributed by the Contractor to each existing and new Residential Premises as described below.

New Residential Premises – Recycling containers and garbage collection schedules shall be delivered to the customer at the time of regularly scheduled collection for the property. The Contractor and the Regional District shall mutually agree on procedures related to identifying new customers for the purposes of this paragraph.

Sale of Replacement Recycling Containers – Customers shall purchase replacement containers at the Contractor's facility and pay the Contractor. Funds received from the sales of Recycling Containers shall be remitted to the Regional District by the 15th of the month following the month of sale. The sale price and the Contractor remittance price shall be determined by the Regional District.

Inventory Statements – A written statement of the inventory of Recycling Containers shall be submitted monthly along with the proceeds of the sale of Recycling Containers. The statement shall show opening inventory from the previous month, deliveries to new customers, sales of replacement Recycling Containers and ending inventory and shall be certified by the local manager authorized under Section 5.12 of this Agreement.

The Contractor shall be required to store Recycling Containers at the Contractor's Place of Business or at the Recycling Facility.

The Contractor will have no ownership or possessory interest in any Recycling Container during the duration of this Agreement, at the end of the Term or upon earlier termination of this Agreement.

### 3.4 Ownership of Recyclables

Once placed at the curb for collection, Recyclable Materials are the property of the Contractor.



### 3.5 Delivery of Recyclables at Recycling Facility

The Contractor will pay any fines or penalties relating to delivery of Recyclable Materials at the Recycling Facility. Notwithstanding the above, the Regional District will work with the Contractor to determine and eliminate any source of contamination.

### 3.6 Processing of Recyclables

Processing fees will be paid directly to the Recycling Facility by the Contractor. The remaining revenue (after processing fees have been deducted) received for the recyclables will be retained by the Contractor.

## 4.0 **RECORD KEEPING AND REPORTING REQUIREMENTS**

### 4.1 Record Keeping

#### 4.1.1 Materials Weights

All Contract Garbage, Residential Food Waste and Recyclable Materials collected shall be weighed by type and recorded. Records of such weights and material types shall be provided on monthly report sheets. The Contractor shall keep accurate records of all revenue received from the sale of Recyclable Materials.

#### 4.1.2 Recycling Program Participation and Garbage Tag Set-Outs

The Contractor shall keep an accurate record of the number of recycling pick-ups and garbage tag set-outs per route, per day, which shall form part of the monthly report.

### 4.2 Reporting

The Contractor shall record and submit to the Manager the following reports, on forms approved by the Regional District, during the Term of this Agreement:

#### 4.2.1 Monthly Reports

Within five (5) working days after the last day of each month, the Contractor shall submit a monthly project report to include at least all of the following:

- i) Summaries of tonnages of all Recyclable Materials recovered, by material category.

- ii) Summaries of tonnages of all Recyclable Materials sold, by material category.
- iii) Market prices for all Recyclable Materials collected.
- iv) A summary of missed pick-ups by route and customer complaints by category - missed pick-up, lost container, information, other.
- v) A list of routes, numbers of Residential Premises, participation rates and garbage tag set-outs for each area.
- vi) A list of all Collection Vehicle numbers and corresponding daily route numbers shall be supplied to the Regional District by the Contractor.

#### 4.2.2 Quarterly Salvaged Revenue Statements

Within fifteen (15) days from the end of each quarter, the Contractor shall submit a revenue statement of all sales of Recyclable Materials from the Recycling Program sold during the quarter.

#### 4.2.3 Accidents

Accidents or damage occurring to Collection Vehicles or the Recycling Facility which could adversely affect the performance of the Contractor shall be reported to the Manager within 24 hours of occurrence.

### 5.0 COLLECTION

#### 5.1 Type of Collection & Time for Pick-Up

Curbside Collection shall be performed in strict compliance with this agreement. Curbside Collection shall begin at 8:00 a.m. and whenever possible is to be complete by 6:00 p.m. on a designated pick-up day.

#### 5.2 Container Locations

The Contractor will make Collections on all public streets and highways, and will in addition make Collections on private streets, private property and lane locations to provide Collection Services to Residential Premises within the Collection Area as required by the Manager.

#### 5.3 Leaving Container Locations Neat and Orderly

The Contractor will:

- (a) retrieve all Materials for Collection which are dropped or blown about by the wind including any debris or liquid which falls from a Collection Vehicle;
- (b) return each Container, including Standard Sized Food Waste Containers in a neat, upright and orderly manner at the original Container Location after performing Collections; and
- (c) replace at its own cost any Container the Contractor damages in the course of providing the Services.

The Blue Box for Recycling Materials shall be neatly placed upside down on the ground of the location from which the worker picked it up, with the recycling bags placed within the upturned box. If the Blue Box has non-recyclable material that must be left behind, the Blue Box shall be returned in the upright position to the original location; together with the non-compliance notice.

#### 5.4 Advisories, Collection Requirements and Tags for Non-Compliant Collection Materials

The following provisions will apply:

- (a) the Regional District will, as reasonably required, advise residents and other Residential Premises by written or verbal notice of the requirements for Collections (the "Advisories"), including advising on matters such as Container Locations, Container specifications, acceptable Collection Materials and segregation of materials (the "Collection Requirements");
- (b) if the Contractor cannot perform Collections because of non-compliance with any of the Collection Requirements, the Contractor will leave a notice, tag or sticker placed on the Container identifying the nature of the noncompliance (the "Notice of Non-Compliance");
- (c) Notices of Non-Compliance will be provided to the Contractor by the Regional District and will include both the Regional District's and the Contractor's contact information;

The Notice of Non-Compliance will courteously state that the specific materials were left behind because they were not compliant, and explain how to achieve compliance.

#### 5.5 Scavenging Forbidden

The Contractor will not scavenge, nor permit any person to scavenge at any time, including during Collections, at the disposal sites or otherwise.

#### 5.6 Transportation Costs for Delivery of Materials for Collection

The Contractor will bear all costs of transportation of Materials for Collection.

#### 5.7 Weather and Street Maintenance

The Contractor shall collect Materials for Collection under all weather conditions, save and except floods, exceptionally heavy snowfalls, or conditions amounting to an Act of God which prevents collection. Even in such exceptional cases the Contractor shall carry out the Collection Services in areas or parts of areas in which collection can be made.

Service shall be discontinued only with the permission of the Manager and shall be resumed as quickly as possible, or as stipulated by him/her.

The Regional District shall not be responsible for towing charges or damage to Collection Vehicles occasioned by the condition of highways, roads, streets or lanes within the Regional District.

#### 5.8 Missed Collections

The following provisions apply to Missed Collections:

- (a) if a resident, the Regional District or any other source notifies the Contractor that any Container was missed during collections on a Regular Schedule (a "Missed Collection"), unless the container was tagged with a Notice of Non-Compliance, the Contractor will retrieve the Missed Collections as provided in this section and without any additional cost to the Regional District;
- (b) if notice of the Missed Collections is received before 3:00 p.m. on a weekday, the Contractor will make every effort to retrieve the Missed Collections on the same day that notice is received;
- (c) if notice of the Missed Collections is received after 3:00 p.m. on a weekday, the Contractor will make every effort to retrieve the Missed Collections the next day after notice is received;
- (d) the Contractor will record all notices of Missed Collections, whether by phone or otherwise, in the Complaint Logbook; and

(e) a late put out will not be considered a Missed Collection.

#### 5.9 Disposal of Material

The Contractor shall not deposit Recyclable Materials in any Approved Disposal Site except with the specific approval of the Manager, and in accordance with any directions from the Manager.

The Contractor shall not deposit Residential Food Waste in any Approved Disposal Site except with the specific approval of the Manager, and in accordance with any directions from the Manager.

Whenever possible, the Contractor shall avoid removing Garbage which has been deposited in a Recycling Container. The disposal of any Garbage collected in association with the Recyclable Materials shall be the responsibility of the Contractor. The Contractor may, at its cost, dispose of such Garbage of at an Approved Disposal Site.

### 6.0 **ROUTES AND SCHEDULES**

#### 6.1 Route Approval

The Contractor will obtain the Manager's prior written approval for all collection routes (the "Routes") required to perform the Collection Services. Routes must include all existing Residential Premises locations and must be consistent with the established Collection days. No alteration may be made to an approved Route without the prior written approval of the Manager.

#### 6.2 Street Addresses

The Regional District will provide the Contractor with a separate list for each approved route identifying the street address (house number, unit number if applicable, e.g. 406A and street name) of each residential premise on the route and the total number of units per route.

The Regional District shall verify any additions or deletions resulting in an adjustment to the Base Service Fee and shall be under no obligation to pay a Service Fee in relation to those adjustments until satisfied that the adjustment is correct.

#### 6.3 Route Lists and Maps

The Contractor shall provide complete route lists as outlined in Section 6.1, annually.

The Contractor will provide a separate map for each Route which should be of a scale sufficient to show road names for each route.

If the Contractor revises a route list or map, the Contractor will archive each historical version of the route map to ensure this information is preserved.

#### 6.4 Add-a-Day Regular Schedule

The Contractor will perform the Collection Service using an Add-a-Day Schedule. Schedules clearly showing the Holiday observance and the collection days will be prepared for each route as per Section 6.6.

#### 6.5 Holidays

Notwithstanding Section 6.4, the Contractor will not make any Collections on any Public Holiday as listed:

New Years Day	Good Friday
Victoria Day	BC Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Holidays will affect the Regular Schedule by moving the regularly scheduled collection day ahead as described in Section 6.4.

#### 6.6 Collection Schedules

The Contractor shall create an annual schedule for Curbside Collection. The detailed collection routes and schedules shall be approved by the Manager sixty (60) days prior to the Commencement Date. Any subsequent revisions must be approved by the Manager.

Creation of multi-year schedules will be considered and discussed with the Contractor.

#### 6.7 Delivery of Schedules

The Contractor and Regional District shall work together to deliver to each Residential Premises all schedules, route details and dates including any Changes regarding Curbside Collection. One week's notice shall be given by the Contractor to the Manager and Residential Premises prior to any

route changes. Revised schedules shall be issued to all affected Residential Premises prior to implementation

#### 6.8 Regular Schedule to be Maintained

There may be considerable variation in the quantity of Materials for Collection to be collected from week-to-week or from season-to-season. The Contractor will maintain the Add-a-Day Schedule despite such variation, whether by using additional equipment, personnel and overtime or any other means, all at the Contractor's sole cost, as part of the Collection Services.

The Contractor will maintain the Add-a-Day Schedule under all weather conditions and circumstances, except with the prior written approval of the Manager.

Where a road or other point has limited access as a result of construction or any other reason, every reasonable effort will be made to perform Collection Services and maintain the Add-a-Day Schedule.

#### 6.9 Weather Disruption to Schedule

If as provided in Section 5.7 weather conditions or other circumstances impede Collection Services in part of the Collection Area, Collections will be made in other parts not so affected. The Contractor will use additional equipment, personnel and overtime or any other means to restore the Regular Schedule and will service the missed areas later the same day and/or on the following day until all missed areas have been collected. If the roads are still not accessible on the following day of collection, the Contractor will provide the Regional District with a detailed list of the streets still missed, and collection will resume on the next scheduled collection day or as soon as the roads are accessible.

A policy detailing responses to Snow and Adverse Weather related disruptions is appended (Schedule 7) and will be amended as required prior to the Commencement Date.

### 7.0 **FACILITIES AND EQUIPMENT**

#### 7.1 Recycling Facility

The Contractor shall provide, operate and maintain a Recycling Facility within the Service Area at its expense for collecting and processing the Recyclable Materials.

The Contractor may enter into an agreement with a third party to provide, operate and maintain a Recycling Facility. In the event that a third party Recycling Facility is to be used all terms, conditions, operating requirements and any other specifications relating to the Recycling Facility found anywhere in the Contract Documents shall apply to the third party Recycling Facility.

Failure of a third party Recycling Facility to comply with the Regional District's Recycling Facility requirements will constitute a failure to perform the Collection Services by the Contractor.

The Recycling Facility shall be required to be licensed under the Waste Stream Management Licensing Bylaw No. 1386.

## 7.2 Recyclables Transfer Facility

As part of this Contract the Contractor shall provide, operate and maintain a facility set up for the sole purpose of receiving recyclable materials collected from the curbside of the School District 69 routes, amassing those materials and transferring them to the Recycling Facility.

## 7.3 Collection Vehicles

The Contractor shall at all times provide, maintain and operate a sufficient number of Collection Vehicles, as approved by the Manager, to properly maintain the level of service specified in this agreement.

The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the Collection Vehicles including fuel, licensing, insurance, regular washing, storage, repairs and paint.

The Contractor shall keep all Collection Vehicles used by the Contractor clean at all times.

The Contractor shall be prohibited from displaying any advertising matter whatsoever on any of the Collection Vehicles except as the Regional District may require from time to time.

The Contractor shall provide Collection Vehicles which:

- (a) are new at the Commencement Date;
- (b) have fully enclosed metal bodies mounted on a truck chassis of sufficient capacity and strength to load and unload all Materials for Collection;



- (c) comply with all federal, provincial and municipal government requirements;
- (d) are properly constructed and maintained to eliminate the depositing of material or water and mechanical or hydraulic liquids onto the streets;
- (e) are properly signed and painted which signing and painting shall include the name of the Contractor on the door of the vehicle in letters no larger than three inches tall. The Zero Waste logo of the Regional District shall be prominently displayed on three sides of the Collection Vehicles as designated by the Manager. The Manager will supply details of the logo. No corporate logo(s) of the Contractor will be permitted;

In the case of vehicles to be used for the collection of different material streams, they should be:

- (f) sufficiently enclosed to prevent loss or spillage of the materials and contain an interchangeable compartment or partition system for the different types of materials collected.

## **8.0 OPERATIONS AND PERSONNEL**

### **8.1 Contractor's Work Program**

The Contractor shall deliver to the Regional District 60 days prior to the Commencement Date a work program and schedule showing:

- (a) Mobilization, location and construction of equipment storage, maintenance facilities, and all of the Contractor's processing facilities including the Recycling Facility and Recycling Transfer Facility with starting and completion dates;
- (b) Timing for the preparation and provision to the Regional District of route listings and maps;
- (c) Initial training of personnel, including a work program for familiarising staff with routes;
- (d) A business plan identifying existing and potential markets for Recyclable Materials, plans for shipping to markets, and contingency plans for such times that markets are not available;
- (e) A plan for the Contractor's involvement in program promotion and public education developed in conjunction with the Manager.
- (f) A plan for the Residential Food Waste container distribution and administration program.

## 8.2 Contractor's Staff

The Contractor shall, at all times during the term of this Contract, have a local manager charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone manned during all working hours throughout the duration of this contract. The office shall have suitable means of communication at all times with the collection crews.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the garbage, food waste and recycling collection Contract and shall make available a sufficient number of equipment operators and labourers to complete the performance of the Collection Services.

All employees of the Contractor shall have proper identification in their possession when performing duties related to the Contract, demonstrating that they are carrying out their duties under this agreement and representing the Regional District's garbage collection and recycling program.

## 8.3 Pick-up and Complaints Line

The Contractor shall maintain a separate telephone line with a discreet number to be used solely for the purposes of the Contract. The line will be answered using a greeting specific to the Regional District Contract, pre-approved, in writing by the Manager.

The Contractor shall engage a full-time employee whose duties shall include receiving telephone calls, during normal working hours.

Complaints shall be logged separately and copies sent to the Regional District on a monthly basis or as required by the Manager.

All calls relating to missed pick-ups shall be logged in by the Contractor and such logs shall be available immediately upon request for inspection by the Regional District.

The Contractor will make all staff engaged in the task of handling phone calls from customers, the public and Regional District staff relating to the Contract available for a one-day orientation session with Regional District staff at a frequency of no less than one time per year.

## 9.0 **PUBLIC AWARENESS/RELATIONS**

### 9.1 Involvement in Public Awareness

The Contractor acknowledges that its employees, agents and subcontractors will be dealing with the public in carrying out the Collection Services under this agreement and that it is of primary importance to the Regional District that excellent relations with the public be maintained and that all persons under the control of the Contractor conduct themselves in a courteous and respectful manner conducive to good public relations.

The Contractor shall make staff available for public relations training sessions as may be required by the Manager.

In addition to any promotion undertaken by the Regional District, the Contractor may undertake additional promotion which he feels will benefit the program. Any promotional materials must be approved in writing by the Manager prior to distribution.

The Contractor shall co-operate, to the extent possible, with community groups who involve themselves with recycling.

The Contractor shall make personnel available to assist the Manager in public education and awareness activities.

**SCHEDULE 2**

**SERVICE FEE**

A. From the Commencement Date term (April 1, 2010) to implementation of region-wide food waste collection service (October 1, 2010 or such date as agreed to by the Regional District and Contractor), Collection Fees will be as follows:

- RDN weekly Garbage and bi-weekly recycling: \$7.17 per household per month
- RDN bi-weekly Garbage and bi-weekly recycling: \$5.00 per household per month
- City of Parksville weekly Garbage and bi-weekly recycling: \$7.17 per household per month
- Town of Qualicum Beach bi-weekly recycling only: \$2.50 per household per month
- District of Lantzville Fixed Day bi-weekly recycling only: \$2.50 per household per month
- Other bi-weekly recycling only: \$2.50 per household per month

B. Upon implementation of region-wide food waste collection service pursuant to A. above, Collection Fees will be as follows:

- RDN, City of Parksville, District of Lantzville weekly food waste, alternating bi-weekly Garbage and recycling: \$7.42 per household per month
- Town of Qualicum Beach weekly food waste and bi-weekly recycling: \$5.42 per household per month
- Other bi-weekly recycling only: \$2.00 per household per month

**Escalation**

Annual Fee Adjustment

The fee rates at the commencement of this Agreement will remain fixed until December 31, 2010 and thereafter the fee rate for each ensuing calendar year commencing with the 2011 calendar year will be adjusted on January 1 of each following year according to the following formula:

$$\text{Fee at contract commencement} \times \frac{\text{Average Consumer Price Index for Vancouver of the calendar year immediately preceding the date for which the fee rate is being adjusted}}{\text{Average Index for 2010}}$$

Where the index is calculated according to the following formula:

$$\text{Index} = (0.55 \text{ LI} + 0.125 \text{ HI} + 0.125 \text{ EI} + 0.2 \text{ FI})$$

Where:

- i) LI (the labour index) means the Consumer Price Index for Vancouver – The Consumer Price Index, Catalogue no. 62-001-XPB
- ii) HI (the hauling index) means 0.75 (#P3022) “Canadian Market North American Heavy Trucks” + 0.25 (#P2998) “Commercial Trailers” – Industry Price Indexes, Catalogue no. 62-011-XPB
- iii) EI (the equipment index) means (#P2893) – “Construction machinery and equipment” – Industry Price Indexes, Catalogue no. 62-011-XPB; and
- iv) FI (the fuel index) means (#P3312) – “Diesel Oil for BC” – Industry Price Indexes, Catalogue no. 62-011-XPB

**SCHEDULE 3  
PERFORMANCE SECURITY  
(To be provided by Contractor's Surety)**

**SCHEDULE 4  
CERTIFICATE OF INSURANCE  
(To be provided by Contractor)**

**SCHEDULE # 5**  
**WEATHER DISRUPTIONS PROCEDURE**



## RDN Residential Garbage & Recycling Curbside Collection Program

### OPERATING POLICY & PROCEDURE

SUBJECT :	<b><i>Snow and adverse weather - service cancellations</i></b>	POLICY NO:	CROSS REF.:
EFFECTIVE DATE:	December 21, 2007	APPROVED BY:	G.M.E.S.
REVISION DATE:		PAGE	1 OF 2

#### PURPOSE

To provide operational guidelines for curbside Garbage collection impacted by snow or adverse weather conditions.

#### BACKGROUND

During severe winter weather, such as snowy and icy conditions or roads blocked by downed trees or power lines, the Garbage contractor may find it necessary to temporarily cancel collection of Garbage and recycling. Slippery roads, especially in hilly neighbourhoods, are unsafe for large collection vehicles and workers.

#### PROCEDURE

##### 1. **Bi - Weekly Customers**

For **bi-weekly collection route** customers whose regular collection day is missed due to weather or road conditions, every effort will be made to collect the Garbage on the following day if weather conditions permit. If that is not possible, the contractor will monitor road and weather conditions and collect the Garbage on the first Saturday after the normally scheduled collection day. If conditions are such that this is not possible, collection may be delayed until the next Saturday.

The **priority will be to collect Garbage**. The recycling collection service may be delayed until the next scheduled collection day.

**Bi-Weekly routes in the Regional District of Nanaimo are (as at December 2007):**

Route 6 -	Errington, Allsbrook Rd areas
Route 7 -	Whiskey Creek, Hilliers, Coombs
Route 50 -	Gabriola Island

Route 51 - Gabriola Island Route 54 - East Wellington, Benson Meadows, Pleasant Valley, Doumont Rd areas Route 55 B - Extension, Nanaimo River Rd, South Forks Rd, Spruston Rd areas
--

## 2. Weekly Customers

For **weekly collection route** customers whose regular collection day is missed due to weather or road conditions, every effort will be made to collect the Garbage on the following day if weather conditions permit.

If that is not possible, the contractor will collect the Garbage on the next scheduled collection day. The can limit will be doubled for that collection day.

For more information contact Waste Services Inc (WSI) at 248-8109 or toll free at 1-866-999-8227.

## 3. Public Notice

A sample notice for public distribution, media advertising or web posting is attached as Appendix A.

**SCHEDULE # 6****RECYCLING CONTAINER SPECIFICATIONS**

**Per current contract – subject to change in new contract**

**A. BLUE BOX MINIMUM REQUIREMENTS****Dimensions**

Each container must measure O.D.  
19-1/16" x 15-7/8" x 12-5/16" (L x W x H)

**Colour:**

Each container must be Dark Blue with White Lettering

**Life Expectancy**

The life expectancy of the container shall be a minimum of five (5) years.

**Special:**

Each container must contain silicon rubber die hot stamps:

On both sides "ZERO WASTE RDN" and on both ends "universal recycling logo" together with Regional District of Nanaimo recycling logo (to be provided at a later date) in contrasting colour to the colour of the container and must be no less than 1-1/2" in height.

Containers must be able to nest in a 6 to 1 ratio for optimum shipping and storage.

**General:**

Each container must be rectangular in shape and designed for a multi-material curbside collection program.

Each container must have a rated capacity of no less than 80 lbs.

Each container must have a 10 oz. capacity within the container to accumulate spillage when stored in the home, with four bottom vent holes in centre of raised levels to drain excess accumulation of rain or snow melt when stored outside.

Each container must have an anti-slide bottom pattern to resist wind blow-away.

Each container must have enclosed handles for safety and cleanliness.

Weight:

Each container must be no heavier than four (4) lbs.

Example:

An example of an approved "Blue Box" recycling container would be Norseman Plastics Product IDs NPL 250 or NPL 259.

B. PLASTIC RECYCLING BAGS

The Regional District requires the Contractor to collect ONP in a Blue Plastic Bag and mixed waste paper in a Yellow Plastic Bag. The Regional District is responsible for purchasing the bags.

MINIMUM REQUIREMENTS

22" H x 21 5/8" W

Five (5) mil plastic

Bottom seam

Colour: (2 bags)  
blue  
yellow

**Please note**, recycling container specifications for SOLID WASTE DEPARTMENT CONTRACT 2010-01 may change. The specifications provided above are for reference based on current practice.

**SCHEDULE # 7**  
**FOOD WASTE CONTAINER SPECIFICATIONS**

Based on containers in use for Food Waste Collection Field Test

A. CURBSIDE GREEN BIN MINIMUM REQUIREMENTS

Dimensions

12" x 11" x 27" (L x W x H)

Colour:

Green with "Zero Waste - Beyond Recycling" logo hot-stamped on front.

Life Expectancy

The life expectancy of the container shall be a minimum of five (5) years.

General:

Each container must have a rated capacity of approximately 50 litres.

Each container must have a latching lid, 360 degree double rim closure (to enhance lid seal), and handles for ease of transport by resident and for collector.

Empty Container Weight:

Not specified – must be suitable for ease of use by residents and by collection staff.

Example:

An example of an approved "Food Waste Container" would be Norseman Plastics Product IDs NPL 280 (with castors) or NPL 281 (no castors).

B. KITCHEN COLLECTOR MINIMUM REQUIREMENTS

Dimensions

12" x 8.5" x 8.5" (L x W x H)

Colour:

Beige or a similar "neutral" colour.

Life Expectancy

The life expectancy of the container shall be a minimum of five (5) years.

General:

Each container must have a rated capacity of approximately 7 litres.

Each container must have a latching lid, be dishwasher safe, have mounting brackets suitable for wall or counter door attachments, and a handle for ease of transport by resident.

**Please note**, container specifications for SOLID WASTE DEPARTMENT CONTRACT 2010-01 have not been finalized. The specifications provided above are for reference – it is anticipated containers will be close facsimiles to the descriptions above.



CAQ APPROVAL	
EAP	
COW	✓ Feb 9 '10
RHD	
BOARD	

# MEMORANDUM

**TO:** Dennis Trudeau  
General Manager of Transportation and Solid Waste Services

**DATE:** January 29, 2010

**FROM:** Carey McIver  
Manager of Solid Waste

**FILE:** 5365-72

**SUBJECT: Organic Waste Processing Agreement**

## PURPOSE

To award a contract to process food and yard waste delivered to RDN disposal facilities.

## BACKGROUND

In April 2009 the Board directed staff to negotiate a contract with International Composting Corporation (ICC) to process food and yard waste delivered to RDN disposal facilities. This contract is a critical infrastructure element connected with the implementation of the RDN Zero Waste Plan, which identifies organics diversion as a key factor towards reaching the goal of 75% diversion of solid waste from landfill by 2010.

The RDN Organics Diversion Strategy has two main components: a ban on the disposal of food waste from the commercial sector and the collection of food waste from single-family residences. The Board approved a ban on the disposal of commercial food waste at RDN facilities in 2005. In September 2008, upon completion of a successful field test, the Board directed that food waste be added to the upcoming tender for the RDN Garbage Collection & Recycling Service for implementation in 2010.

The infrastructure required to implement residential food waste diversion consists of three elements: a new collection contract, which the Board directed staff to negotiate with Waste Services Inc. in October 2009; the retrofit, redevelopment and expansion of the Church Road Transfer Station (CRTS), which is currently under construction; and the award of a long-term contract to process food and yard waste delivered to RDN disposal facilities. With these three infrastructure components in place, the target for introducing residential food waste collection is October 2010.

Based on advice from our solicitor as well as an engineering consultant with expertise in compost facilities, staff has negotiated a long-term contract (Attachment 1) with ICC under the following terms and conditions:

### *Term*

The term of the agreement is for five years beginning April 1, 2010 and ending March 31, 2015 which is the same term as the agreement negotiated with the collection contractor. The contract commencement date is April 1, 2010 to reflect that fact that RDN yard and garden waste is already being processed at the ICC facility. The contract food waste effective date is October 1, 2010. As in both agreements, the contractor, provided they are not in breach of any term or condition of the agreement, and have performed the work to the reasonable satisfaction of the RDN, may renew the agreement for a further five year term ending March 31, 2020.

### *Process Capacity – RDN Organic Waste*

The agreement stipulates that ICC must accept, store, process and make beneficial use of all RDN Organic Waste delivered to the facility. In the agreement RDN Organic Waste is defined as RDN Commercial Food Waste, RDN Residential Food Waste and RDN Yard and Garden Waste. ICC may accept organic waste from sources outside of the RDN provided that RDN Organic Waste is given priority over all other organic waste delivered to the facility from other sources.

In 2009 ICC processed roughly 14,000 tonnes of organic waste with 12,000 tonnes from sources within the RDN and 2,000 tonnes from the Cowichan Valley Regional District and the Capital Regional District. In 2011, with full implementation of both commercial and residential food waste diversion programs, ICC must provide capacity to process roughly 22,000 tonnes of RDN Organic Waste.

### *Contract Organic Waste*

As stated above, RDN Organic Waste is defined as RDN Commercial Food Waste, RDN Residential Food Waste and RDN Yard and Garden Waste. Given that the Commercial Food Waste that is generated in the southern portion of the district is collected by private haulers and delivered directly to ICC, while the Commercial Food Waste generated in the northern portion of the district will be collected by private haulers and delivered to the Church Road Transfer Station, the agreement only includes the commercial food waste that is delivered to the CRTS. Cost recovery will be through tipping fees established to recover the cost of transfer and processing.

Consequently, under the Agreement the RDN will deliver Residential Contract Food Waste which is collected by the RDN or City of Nanaimo, Commercial Contract Food Waste which is delivered to the CRTS, and Yard and Garden Contract Waste which is delivered to RDN disposal facilities. For information purposes, ICC has been processing Yard & Garden waste delivered to RDN disposal facilities since 2006. Staff estimates that in 2011 Contract Organic Waste will equal 16,710 tonnes.

### *Facility Upgrades*

In order to deal efficiently and effectively with the expected increase in processing capacity, the agreement is conditional on the construction of major upgrades to the Duke Point facility. These upgrades, which deal with waste acceptance, odour management, compost curing, and vehicle delivery schedules must be completed in accordance with the Waste Stream Management License to the satisfaction of the RDN to ensure that the facility can accept, store and process RDN Organic Waste and other waste, in accordance with the agreement by October, 2010.

### *Fixed Processing Fees*

Staff has negotiated processing fees of \$88 per tonne for Contract Food Waste and \$42 per tonne for Contract Yard and Garden waste with provision for annual adjustments based on the Consumer Price Index (CPI) for Vancouver. The fees charged by ICC to private haulers that deliver directly to ICC will be higher than the RDN contract fee.

These fees are competitive in today's market. In Ontario, fees range from \$93.40 per tonne paid by the City of Ottawa to process food waste at a private facility to \$114 per tonne to process food waste at a facility owned by the City of Guelph. A recent Ontario tender for organic waste processing received bids ranging from \$107-\$130 per tonne. Closer to home, the new Chemanius Compost Facility charges \$90 per tonne to process biosolids and wood waste.

To provide ICC with the ability to borrow the funds required to complete the required facility upgrades, under the proposed agreement the RDN agrees to pay ICC a fixed monthly processing fee. Fixed fees or tonnage guarantees are common in contracts of this nature. For contract food waste this fee is based on



70% of the Residential Contract Food Waste and 50% of the Yard and Garden Contract Waste estimated for 2011. In effect, while the RDN must pay for 100% of the waste delivered to ICC, ICC is guaranteed a minimum payment. Commercial Contract Waste delivered to the CRTS is not included in the fixed processing fee.

**ALTERNATIVES**

1. Award a contract for processing organic waste to International Composting Corporation for a five year term.
2. Do not award a contract and provide alternative direction to staff.

**FINANCIAL IMPLICATIONS**

*Alternative 1*

As indicated in Table 1, the estimated annual contract processing fees will be \$1,064,797 with a fixed annual processing fee of \$554,264. The estimated five year contract cost is \$5,323,985. Cost recovery will be through tipping fees established to recover the cost of transfer and processing. The cost to individual residents will be recovered through annual user fees for garbage, food waste and recycling collection services. Staff expects to recommend bylaw amendments to Bylaw 1531 for tipping fees and Bylaw 1009 for garbage, food waste and recycling collection in March pending Board award of the associated collection and processing contracts in February.

Table 1: Annual Contract Processing Fee Estimates

Feedstock	Tonnage Estimate (Tonnes)	Fee (Per Tonne)	Estimated Annual Fee	Estimated Monthly Fee	Fixed Annual Fee	Fixed Monthly Fee
Residential Contract Food Waste	5,992	\$88	\$527,283	\$43,940	\$369,107	\$30,758
Commercial Contract Food Waste	1,900	\$88	\$167,200	\$13,933	0	0
Yard & Garden Contract Waste	8,817	\$42	\$370,314	\$30,860	\$185,157	\$15,430
<b>Total Contract Organic Waste</b>	<b>16,709</b>	<b>\$64</b>	<b>\$1,064,797</b>	<b>\$88,733</b>	<b>\$554,264</b>	<b>\$46,188</b>

With respect to fixed processing fees, as indicated in Table 1, for Residential Contract Food Waste the RDN guarantees to pay ICC \$30,758 each month which is 70% of the total estimated monthly fee of \$43,940. With respect to Yard & Garden Waste the RDN guarantees to pay ICC \$15,430 each month which is 50% of the total estimated monthly fee of \$30,860. Consequently the actual monthly fee will always be greater than the fixed monthly fee, which will be reconciled on a monthly basis.

*Alternative 2*

If the Board does not award a contract to ICC, residential food waste collection will be delayed until at least 2012 given that there are currently no licensed compost facilities on Vancouver Island with the capacity to process RDN Organic Waste.

**SUSTAINABILITY IMPLICATIONS**

Organics diversion is one of the cheapest and most effective strategies to address climate change as well as to conserve expensive landfill space. Under Alternative 1, if the Board awards a contract to ICC and implements a residential food waste collection service in 2010, the production of greenhouse gases (GHG) at the Regional Landfill will be reduced by 10,000 tonnes by 2012. Given that ICC uses an aerobic compost process, there will be minimal GHG emissions from their facility.

A region-wide food waste collection program contributes to the sustainability of the RDN by providing benefits to the environment, economy and residents. Diverting food waste to a composting facility reduces the generation of methane, a potent greenhouse gas. Food waste diversion also extends the life of the landfill thereby avoiding the cost of additional expensive disposal capacity. Processing food waste and other organic material at ICC also generates local jobs producing fertilizers, soil amendments and potentially biofuels, thereby enhancing the local economy. Finally, food waste collection as well as recycling programs provides residents with the opportunity to make effective and meaningful contributions toward mitigating climate change.

### SUMMARY/CONCLUSIONS

In April 2009 the Board directed staff to negotiate a contract with International Composting Corporation (ICC) to process food and yard waste delivered to RDN disposal facilities. This contract is a critical infrastructure element connected with the implementation of the RDN Zero Waste Plan, which identifies organics diversion as a key component of reaching the goal of 75% diversion of solid waste from landfill by 2010.

Based on advice from our solicitor as well as an engineering consultant with expertise in compost facilities, staff has negotiated a five year contract with ICC with the option for a five year renewal. The agreement stipulates that ICC must accept, store, process and make beneficial use of all RDN Organic Waste delivered to the facility. In 2011, with full implementation of both commercial and residential food waste diversion programs, this means that ICC must provide capacity to process roughly 22,000 tonnes of RDN Organic Waste. In 2009 ICC processed 14,000 tonnes of organic wastes.


Under the proposed agreement the RDN will deliver Residential Contract Food Waste, which is collected by the RDN or City of Nanaimo, Commercial Contract Food Waste, which is delivered to the CRTS, and Yard and Garden Contract Waste which is delivered to RDN disposal facilities. The contract does not include food waste collected by private haulers and delivered directly to ICC. Staff estimates that in 2011 Contract Organic Waste will equal 16,710 tonnes. In order to deal efficiently and effectively with the expected increase in processing capacity, the agreement is conditional on the construction of major upgrades to the Duke Point facility which must be completed by October 2010.


Staff has negotiated processing fees of \$88 per tonne for Contract Food Waste and \$42 per tonne for Contract Yard and Garden waste. Based on 2011 estimated tonnages the annual contract processing fees will be \$1,064,797. However, to provide ICC with the ability to borrow the money to construct required facility upgrades, under the proposed agreement the RDN agrees to pay ICC a fixed annual processing fee of \$554,264. Fixed fees or tonnage guarantees are common in contracts of this nature. For Contract Food Waste this fee is based on 70% of the estimated Residential Contract Food Waste and 50% of the estimated Yard and Garden Contract Waste. Commercial Contract Waste delivered to the CRTS is not included in the fixed processing fee.

### RECOMMENDATION

That the Board award a five year contract to commence April 1, 2010 and end March 31, 2015 with the ability to renew for an additional five years, to process organic waste delivered to RDN disposal facilities to International Composting Corporation for a cost of \$5,323,985.

for \_\_\_\_\_  
Report Writer 

\_\_\_\_\_   
General Manager Concurrence

\_\_\_\_\_   
CAO Concurrence

COMMENTS:

DRAFT #4  
January 29, 2010/DP

## ORGANIC WASTE PROCESSING AGREEMENT

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**ORGANIC WASTE PROCESSING AGREEMENT**

This Agreement made this                    day of                    , 2010

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "RDN")

AND:

**INTERNATIONAL COMPOSTING CORPORATION**  
(Inc. No. BC0649534)  
3<sup>rd</sup> Floor, 1002 Wharf Street  
Victoria, BC V8V 1T4

(the "Contractor")

**WHEREAS** the RDN's goal under its Solid Waste Management Plan and Organics Diversion Strategy is to divert the region's waste from the RDN Landfill a key step of which involves turning compostable organics from waste into a resource;

**AND WHEREAS** the RDN requires the services of the Contractor to accept, store and process into compost or other products for Beneficial Use, organic waste generated by households, businesses and institutions within the Service Area;

**AND WHEREAS** the Contractor holds a Waste Stream Management Licence issued under the RDN's Waste Stream Management Bylaw No. 1386 to operate an organic waste composting facility for the purpose of recycling;

**AND WHEREAS** the Contractor requires a source of organic waste for the purpose of its business operations;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained, the Processing Fee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0 Definitions**

1.1 Unless otherwise stated, the terms defined in Schedule "A" have the meanings given to them in that Schedule.

## 2.0 Schedules

2.1 The following Schedules are attached to and form part of this Agreement:

- (a) Schedule A - Definitions
- (b) Schedule B - RDN Organic Waste Tonnage Estimates
- (c) Schedule C - Operating Specifications
- (d) Schedule D - Facility Upgrades
- (e) Schedule E - Unacceptable Waste

## 3.0 Services

3.1 The Contractor shall:

- (a) provide all necessary lands, equipment, vehicles, facilities including the Facility, materials, labour, and supervision and generally perform and complete all Work in order to accept, store and process the RDN Organic Waste and make Beneficial Use of processed RDN Organic Waste, delivered to the Facility, in compliance with:
  - (i) the Waste Stream Management Licence and the WSML Operations Plan;
  - (ii) the WSML Bylaw;
  - (iii) all other applicable laws including the *Organic Matter Recycling Regulation*, requirements, directions, approvals and permits; and
  - (iv) the provisions of this Agreement, including Schedules attached hereto;
- (b) carry out the Work and continuously operate the Facility for the Term and any renewal period strictly in accordance with this Agreement.

3.2 The RDN shall deliver or cause to be delivered the Contract Organic Waste, in accordance with this Agreement.

## 4.0 Term

4.1 The Term of this Agreement shall be for a period of 5 years beginning on the Commencement Date and expiring on March 31, 2015 unless terminated earlier as provided in this Agreement. For certainty, the Contractor shall, subject to section 4.2, accept the RDN Organic Waste beginning on the Commencement Date.

- 4.2 Notwithstanding section 4.1, beginning on the Contract Food Waste Effective Date and provided all conditions precedent in section 15.1 are satisfied or waived, the RDN shall commence delivery of or cause to be delivered the Residential Contract Food Waste and Commercial Contract Food Waste to the Facility and the Contractor shall accept all such waste in accordance with and on the terms of this Agreement.
- 4.3 The Contractor shall carry out the Work without interruption in accordance with and subject to this Agreement, unless otherwise directed in writing by the RDN.

## 5.0 Fees and Payment

### Fixed Processing Fees

- 5.1 The RDN agrees to pay the Contractor the following Fixed Processing Fees on the first day of each and every month during the Term as follows:
- (a) \$30,758.00 beginning on the Contract Food Waste Effective Date, calculated as follows:
- (A x B) / 12 months where,
- A= 4,194.4 tonnes (which represents 70% of the estimated Residential Contract Food Waste Tonnage set out in Schedule B)
- B= \$88.00; and
- (b) \$15,430.00 beginning on the Commencement Date, calculated as follows:
- (C x D) / 12 months where,
- C= 4,408.5 tonnes (which represents 50% of the estimated Yard and Garden Contract Waste Tonnage set out in Schedule B)
- D= \$42.00.

### Processing Fees

- 5.2 In addition to the Fixed Processing Fees, the RDN will pay to the Contractor for the performance and fulfillment of this Agreement, the following Processing Fees:
- (a) \$88.00 for every tonne of Residential Contract Food Waste delivered in excess of A in section 5.1(a);
- (b) \$88.00 for every tonne of Commercial Contract Food Waste; and
- (c) \$42.00 for every tonne of Yard and Garden Contract Waste delivered in excess of C in section 5.1(b),
- delivered to the Facility by or on behalf of the RDN.

- 5.3 Payment of the Processing Fees under section 5.2 shall be made by the RDN within thirty (30) days of receipt by the RDN of an invoice and supporting documentation showing actual delivery weights (in tonnes). The invoice shall be delivered within ten (10) days of the end of each month in relation to the amount of Contract Organic Waste delivered to the Facility by on or behalf of the RDN that month.
- 5.4 No payment made by the RDN under this Agreement constitutes an acceptance of Work which is not in compliance with the requirements of this Agreement.

#### Adjustments to Processing Fees

- 5.5 The parties agree that the Processing Fees payable under section 5.2 shall be adjusted annually as follows:
- (a) the fees in paragraph 5.2(a) and (b), on January 1 of each year beginning January 1, 2012;
  - (b) the fees in paragraph 5.2(c), on January 1 of each year beginning January 11, 2011,

in accordance with the Statistics Canada All Indexes Average Consumer Price Index for Vancouver, British Columbia for the calendar year immediately preceding the date on which the fees are adjusted. For certainty, the fees in 5.1 are fixed for the Term and are not subject to any adjustments under this section or otherwise.

#### Withholding Payment

- 5.6 In addition to all other rights to withhold payments under this Agreement, the RDN may withhold the whole or any part of any payment, including the Fixed Processing Fees, that may be otherwise due to the Contractor if:
- (a) defective or deficient work was performed by the Contractor, and the defect or deficiency was not remedied by the Contractor in accordance with the requirements of this Agreement;
  - (b) the Contractor is in default of any of its obligations under this Agreement;
  - (c) the deduction is authorized by this Agreement.
- 5.7 If the Contractor fails to remove any cause for withholding payment under this Agreement within fifteen (15) business days after delivery by the RDN of written notice specifying the cause, or fails to commence removal of the cause if the cause cannot be removed within fifteen (15) business days of delivery of such notice or fails to diligently make all reasonable efforts to remove such cause, the RDN may at its sole discretion remove the cause including transfer and disposal of all or any Contract Organic Waste to another facility or landfill and deduct its costs thereof from any amount otherwise payable to the Contractor under this



Agreement. If such costs exceed the balance of the amount then due to the Contractor, the Contractor shall pay forthwith on demand the difference to the RDN.

## **6.0 Delivery and Acceptance**

6.1 The RDN shall deliver or cause to be delivered to the Facility:

- (a) the Residential Contract Food Waste;
- (b) the Commercial Contract Food Waste; and
- (c) the Yard and Garden Contract Waste,

in accordance with this Agreement.

6.2 The Contractor shall accept at the Facility all RDN Organic Waste delivered to the Facility including that delivered under section 6.1, in accordance with this Agreement.

6.3 Notwithstanding anything to the contrary in this Agreement, the RDN does not represent or warrant to the Contractor that it guarantees or otherwise promises to deliver to the Facility any specific weights or amounts or minimum weights or amounts of the Contract Organic Waste or any other organic waste, during the Term or any renewal period.

## **7.0 Acceptance of Other Waste**

7.1 The Contractor may accept at the Facility, organic waste from sources outside the Regional District of Nanaimo provided, however:

- (a) the RDN Organic Waste is given priority over all other organic waste delivered to the Facility from such other sources;
- (b) the Contractor reserves sufficient storage and processing capacity for all RDN Organic Waste pursuant to section 9.1;
- (c) the Contractor is in compliance with this Agreement.

7.2 For certainty the Contractor shall be in default under this Agreement if it is, for whatever reason, unable to accept any or all RDN Organic Waste delivered to the Facility by or on behalf the RDN under this Agreement.

## **8.0 Unacceptable and Residual Process Waste**

8.1 The RDN shall make reasonable efforts to cause the Unacceptable Waste contained in any Contract Organic Waste delivered to the Facility by or on behalf of the RDN to be kept to a minimum, it being acknowledged that the RDN has limited control and resources to limit the Unacceptable Waste that is collected or received by or on behalf of the RDN.

- 8.2 Notwithstanding anything to the contrary in this Agreement, Unacceptable Waste contained in any Contract Organic Waste delivered to the Facility by or on behalf of the RDN under this Agreement will not, upon discovery by the Contractor, be accepted and will be delivered to or caused to be delivered to the RDN Landfill or otherwise lawfully disposed of at the RDN's sole cost.
- 8.3 Any Residual Process Waste discovered after processing any Contract Organic Waste shall be delivered to and disposed of at the RDN Landfill or otherwise lawfully disposed of, at the Contractor's sole cost.

## 9.0 Capacity

- 9.1 The Contractor shall at all times reserve sufficient storage and processing capacity at the Facility for the RDN Organic Waste .
- 9.2 If, for whatever reason, the Contractor fails to:
- (a) accept all or any of the RDN Organic Waste upon delivery, in compliance with this Agreement;
  - (b) comply with Stockpiling requirements in Schedule C; or
  - (c) process all or any of the RDN Organic Waste delivered in accordance with this Agreement within the timelines established under the Waste Stream Management Licence and in accordance with this Agreement,

the Contractor shall at its sole cost transfer or cause to be transferred all such RDN Organic Waste to another organic waste processing facility approved by the RDN, for disposal. If there is no such processing facility within 100 kilometres of the Facility that can accept such waste, the Contractor shall at its sole cost transfer or cause to be transferred such waste to the nearest landfill for disposal. The RDN may deduct all costs associated with transfer and disposal incurred by the RDN under this section from any payments, including the Fixed Processing Fees, due to the Contractor under this Agreement or, if no payment is owed or the costs exceed the amount owing, the Contractor shall pay the amount of such disposal or the amount of the excess immediately to the RDN on demand.

- 9.3 The remedy in section 9.2 is in addition to any other remedy available to the RDN under this Agreement or otherwise..

## 10.0 Odour and Pollution

- 10.1 If the Work results in a pollution or Odour complaint from the public the RDN may direct the Contractor to cease or modify the Work or portion thereof in order to reduce or abate the Odour or pollution and the Contractor shall comply forthwith with such direction. If the RDN makes a direction under this section, the RDN shall not be liable to compensate the Contractor for any losses, costs, damages, expenses or other claims which the Contractor may incur or suffer as a result of the ceasing or modification of the Work for the purpose of complying with the

direction of the RDN or otherwise dealing with the pollution or Odour problem. The obligations under this section do not affect or modify the Contractor's other obligations to accept, store, process and make Beneficial Use of the processed RDN Organic Waste under this Agreement nor do they prejudice any other right or remedy of the RDN under this Agreement or otherwise.

- 10.2 The Contractor shall make all commercially reasonable efforts to eliminate and control flies, animals, pests and other nuisances in and around the Facility and Lands.
- 10.3 Without limiting the RDN's right of termination of this Agreement, if the Contractor fails to remedy a breach of any provision referred to in this article 10.0 after being given 72 hours written notice by the RDN or fails to commence the remediation of such breach if the breach cannot be remedied within seventy-two (72) hours of receipt of such notice or fails to diligently make all reasonable efforts to remedy the breach, the RDN may divert or cause to be diverted any or all Contract Organic Waste collected or delivered to the Facility to any other site that the RDN may approve for storage, processing or disposal. All additional costs for transportation, disposal, storage, processing, or other handling of Contract Organic Waste to or at the site approved by the RDN Representative shall be borne by the Contractor and may be deducted from the Contractor's next payment(s) or otherwise recovered by the RDN in accordance with this Agreement.

#### **11.0 Remediation of Premises**

- 11.1 For the purposes of the allocation of remediation costs pursuant to the *Environmental Management Act*, the Contractor is, as between the RDN and the Contractor, solely responsible for the costs of remediation of the Lands under that *Act* and this binds the with respect to any allocation of costs by any procedure under that *Act*.

#### **12.0 Record Keeping**

- 12.1 The Contractor shall keep and maintain records and monthly statements of all of the RDN Organic Waste delivered to the Facility in accordance with the WSML Bylaw and shall keep all other records required by law including the *Organic Matter Recycling Regulation*.
- 12.2 The Contractor shall keep and maintain records documenting all sales of compost and other products sold for Beneficial Use, pursuant to this Agreement, and other use for gasification and or biofuel production not considered as a "sale".
- 12.3 The RDN shall at all times with reasonable notice, be entitled to examine all records kept and maintained by the Contractor as required under sections 12.1 and 12.2 of this Agreement.

**13.0 Inspection of Work**

- 13.1 The RDN Representative shall at all times with reasonable notice, have access to the Facility and the Lands for the purpose of assessing compliance with this Agreement and examining records under article 12.0.
- 13.2 The RDN Representative shall inspect Work in the RDN's interest for the purpose of promoting effective execution of the Work and such inspection or lack of it shall not relieve the Contractor of its responsibility to perform the Work in accordance with this Agreement.

**14.0 Security**

- 14.1 As security for the due and proper performance of all the covenants and agreements contained in this Agreement, the Contractor has deposited with the RDN a performance bond from a surety acceptable to the RDN in a form acceptable to the RDN in the amount of \$50,000.00 to be renewable annually for a period from the Commencement Date until six (6) months following the end of the Term. The Contractor shall cause the surety to provide the RDN with at least ninety (90) days notice in advance that the surety is unwilling or unable to renew the bond or otherwise intends to cancel the bond. Any failure to renew the bond each year or any cancellation of the bond shall constitute a breach of this Agreement.
- 14.2 The Contractor agrees with the RDN that if the Contractor fails to perform all or part of the Work, including site remediation, under this Agreement, the RDN may perform such Work including delivery to other facilities at the cost of the Contractor in accordance with this Agreement, and for that purpose may draw upon the Security. If there are insufficient monies contained in the Security the Contractor shall pay the balance of the short-fall forthwith upon receipt of an invoice from the RDN.
- 14.3 The RDN may make demand on the Security at any time during the Term or renewal period, as the case may be after providing the Contractor with written notice. The amount of the Security may be reduced at any time with the approval of the RDN in writing.
- 14.4 The parties acknowledge and agree that the Security is in addition to the security required and deposited under the WSML Bylaw.
- 14.5 The Contractor will provide a new performance bond or evidence satisfactory to the RDN of the renewability of the current performance bond on the same terms as required under this Agreement, at least one hundred eighty (180) calendar days before any renewal of this Agreement.

**15.0 Conditions Precedent**

- 15.1 The RDN's obligations under this Agreement are conditional upon:

- (a) the Contractor obtaining from government or local government authorities having jurisdiction all approvals and permits required to perform the Work;
- (b) the Contractor completing all upgrades to the Facility in accordance with the Waste Stream Management Licence and as set out in Schedule D to this Agreement to the satisfaction of the RDN to ensure the Facility can accept, store and process the RDN Organic Waste and other waste, in accordance with this Agreement, by the Contract Food Waste Effective Date;
- (c) the Security being provided and maintained in accordance with this Agreement; and
- (d) the RDN being in receipt of evidence of insurance required under this Agreement by the Commencement Date;
- (e) The RDN being satisfied that the owner of the Lands shall permit and cause any subsequent owner thereof to permit the Contractor's performance of this Agreement during the Term and any renewal period, without interference.

**[more CP's may be required]**

15.2 If any of the conditions in section 15.1 have not been satisfied or maintained in accordance with their terms the RDN may at its sole discretion, terminate this Agreement. Upon such termination, RDN shall not be liable to the Contractor for any loss, damage, fees or expense of any kind and the Contractor shall compensate the RDN for all its costs associated with and in preparation of this Agreement.

15.3 The conditions precedent in section 15.1 are for the sole benefit of the RDN.

**16.0 Contractor's Representations and Warranties**

16.1 The Contractor represents and warrants to the RDN that:

- (a) the execution and delivery of this Agreement and the performance of the Work contemplated by this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Contractor and has the power and capacity to enter into this Agreement and carry out its terms to the fullest extent;
- (b) the Contractor has no indebtedness to any person, firm or corporation which might by operation of law or otherwise now or hereafter hinder the Contractor's ability to perform the Work in accordance with this Agreement;
- (c) there is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge to the Contractor, threatened against

or relating to the Contractor that affects or might affect the Contractor's ability to perform the Work under this Agreement nor does the Contractor know of or have reasonable grounds to believe that there is any basis for such action, proceeding or inquiry on the date of this Agreement;

- (d) the Facility and the Lands shall at all times during the Term and any renewal period, be capable to accept, store and process all RDN Organic Waste delivered to the Facility and the Lands pursuant to this Agreement.

## **17.0 Greenhouse Gas Offsets**

- 17.1 The parties acknowledge that the legislation and marketplace related to greenhouse gas offset credits as they apply to this project are in their infancy and do not enable with any certainty a determination as to the eligibility of this project for and the attribution of rights to greenhouse gas offset credits, either locally or otherwise. The parties agree that each of them will provide notice to the other party of any opportunity or potential opportunity that they become aware of in connection with greenhouse gas offset credits related to the processing of all or any of the waste contemplated under this Agreement or the diversion of such waste from the landfill, before they make any attempt or application to secure or obtain the benefit of such credits. The purpose of this clause is to give each party an opportunity to obtain the benefit of any greenhouse gas offset credits that may be available from time to time in respect of this project.

## **18.0 Property in Waste**

- 18.1 Property in and responsibility for all Contract Organic Waste and any other waste or material delivered to the Lands by or on behalf of the RDN shall pass to the Contractor at the time of delivery to and acceptance on the Lands in accordance with this Agreement, Unacceptable Waste delivered by or on behalf of the RDN excepted.

## **19.0 Force Majeure**

- 19.1 The RDN or the Contractor shall not be liable to the other party to continue performance under the terms of this Agreement if and during the period that either is unable to perform because of circumstances of Force Majeure. If any such circumstances occur, the non-performing party shall, upon being prevented from performing, immediately give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance of this Agreement and Force Majeure will be deemed to be invoked from the date of such notice. Full performance of this Agreement shall resume as soon as the circumstances preventing performance have ceased.
- 19.2 If a party invokes Force Majeure, it shall use all commercially reasonable efforts, including sourcing equipment from alternative suppliers or using alternative methods, to remove the Force Majeure as soon as possible and that party shall promptly respond to any inquiry from the other party regarding the efforts being undertaken to remedy the situation.

19.3 Either the Contractor or the RDN may terminate this Agreement by notice to the other party if the circumstances of Force Majeure have not been removed within 180 days after the date of the notice invoking Force Majeure, in addition to any other right of the other party to terminate this Agreement. In the event of such termination the parties shall be released from any further obligations to each other under this Agreement.

## **20.0 Indemnity**

20.1 The Contractor shall release, save harmless and indemnify the RDN and its elected officials, appointed officers and employees, servants, agents, and the RDN Representative from and against all claims, actions, costs, expenses, judgments, losses, damages, liabilities, fines and fees of whatever kind, including solicitors' fees on a solicitor and own client basis, arising out of or related to:

- (a) any act or omission or alleged act or omission of the Contractor, its agents, employees or subcontractors in connection with the Work;
- (b) the performance of or failure to perform this Agreement; and
- (c) the operation of the Facility.

## **21.0 Insurance**

21.1 During the Term and any renewal period the Contractor shall obtain and maintain comprehensive general liability insurance providing coverage for personal injury, bodily injury including death, property damage and all other losses arising out of or in connection with this Agreement in the amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence. The policy shall provide that it cannot be cancelled, lapsed, or materially altered without at least thirty (30) days notice in writing to the RDN by registered mail, shall name the RDN as and additional insured and shall contain a waiver of cross liability clause. The Contractor shall deliver a copy of the Certificate of Insurance to the RDN upon execution of this Agreement.

## **22.0 Termination**

### Termination of the Agreement by the Contractor

22.1 The Contractor shall have the right to terminate this Agreement after giving notice to the RDN

- (a) in the event of any order of any court or other public authority, other than the RDN, causing the work to be stopped or suspended, and when the period of such stoppage or suspension exceeds sixty (60) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, its agent, or employees;

- (b) except where the RDN disputes the validity or amount of an invoice submitted under this Agreement (in which event the dispute shall be resolved in accordance with article 23.0), in the event that the RDN fails to pay any sum certified by the RDN Representative within thirty (30) days from the due date of payment, and fails to remedy such default within thirty (30) days of the Contractor's written notice to do so.
- 22.2 For termination under paragraph 22.1(a), as a result of such stoppage or suspension the RDN shall not be liable to the Contractor for any resulting losses, damages or expenses.
- 22.3 The Contractor covenants and agrees with the RDN that if the Contractor terminates this Agreement for reasons other than those in section 22.1 or is otherwise unwilling or unable to perform the Work in accordance with this Agreement prior to the end of the Term or any renewal period the Contractor shall be entitled to no further payment of the Fixed Processing Fees and shall immediately on demand pay to the RDN all of the RDN's additional costs related to redirecting all the RDN Organic Waste deliverable under this Agreement during the Term to a facility capable of processing such waste.

#### Termination of the Agreement by the RDN

- 22.4 The RDN shall have the right to terminate this Agreement by giving notice to the Contractor or receiver or trustee, as the case may be if:
- (a) the Contractor fails, within fifteen (15) business days of delivery of notice from the RDN Representative, to remedy a breach of any term, condition or provision of this Agreement, or fails to commence the remediation of such breach if the remediation of such breach cannot be remedied within fifteen (15) business days of such notice and the Contractor is not diligently making all reasonable efforts to remedy such breach;
  - (b) there is a request or requirement from a regulatory or other authority to cease operations at the Facility;
  - (c) the Contractor has become insolvent, makes an assignment of its property for the benefit of creditors or if a receiver, liquidator or trustee is appointed in respect thereof;
  - (d) the Contractor is dissolved or takes steps towards voluntary dissolution;
  - (e) the Contractor has become in any way unable to carry on the Work or any part thereof.
- 22.5 Upon termination under section 22.4 the Contractor will receive from the RDN payment for all Work performed in accordance with this Agreement including that portion of the Fixed Processing Fees due and owing up to the date of termination, but the Contractor shall have no claim for any further payment under this Agreement including the Fixed Processing Fees and the RDN will not be



liable for any loss or damage including anticipated profits, damages, or expenses incurred by the Contractor as a result of such termination.

### 23.0 Cooperation and Dispute Resolution

23.1 The RDN and the Contractor agree to co-operate with one another and use their best efforts to ensure the most expeditious implementation of the provisions of this Agreement and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions of this Agreement.

The following steps in the dispute resolution process must be followed by the parties in the order set out below, and otherwise as set out in this section unless both parties agree otherwise in writing or this Agreement provides otherwise:

- (a) meet to resolve issues;
- (b) deliver dispute notice;
- (c) appoint and obtain decision of referee; and
- (d) arbitration.

The parties agree that timely resolution of any dispute is mutually beneficial and, in order to achieve timely resolution the time limits, as set out in this article 23.0, shall be strictly enforced.

23.2 The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

23.3 If the parties are unable to resolve a dispute within five (5) business days then the party initiating the dispute process (the "**Disputing Party**") shall within five (5) business days of the expiry of the aforesaid five-day period be entitled to deliver a Dispute Notice and the provisions of this section shall apply.

The Dispute Notice shall include particulars of the dispute reasonably available to the disputing party and the provisions of the Agreement on which the disputing party relies.

A Dispute Notice shall be given by separate written notice delivered to the other party and mention of a dispute in minutes of meetings or similar documents, even if received by the other party, shall not qualify as a Dispute Notice.

Before proceeding further with the dispute, including requesting arbitration, or commencing litigation, a disputing party shall obtain a decision on the dispute from a referee to be selected jointly by the parties. The referee must be a qualified engineer with expertise in the construction and design of projects similar to the Facility. The referee's review may be omitted only with the written approval of both parties or if the parties have not jointly selected a referee.

If a dispute is not completely resolved by the parties through negotiations within five (5) business days of the delivery of the Dispute Notice, then either party may initiate the appointment of a referee by referral of the Dispute Notice to the referee if that party wishes to proceed with dispute resolution, unless the parties agree in writing to proceed to a settlement meeting.

Upon receipt of a copy of the Dispute Notice, the referee shall have the authority to review the dispute.

The fees, disbursements and other costs of the referee, in the amounts as agreed between the parties and the referee as set out in the letter of appointment, shall be shared equally by the RDN and the Contractor.

The referee shall conduct a review of the dispute in the manner the referee decides is most suitable including a review of the Agreement, the Dispute Notice, the other party's reply, if any, an inspection of the place of the work and discussions with any persons. The parties shall comply with all reasonable requests from the referee for additional information and documents which the referee considers necessary for the review. Any information given to the referee by one party shall be given to the other party.

The referee may, with the written approval of both parties, retain others to assist with the review.

The referee shall render a brief written decision on the dispute, with copies to both parties within five (5) business days of the referee's appointment or such longer period as agreed to in writing by both parties.

After a lapse of five (5) business days from the time when the referee delivers the referee's written decision on the dispute to both parties, then as the final step regarding the dispute, the referee shall promptly ask each party whether the dispute has been settled, and then provide a written report to each party summarizing the referee's understanding of the status of the dispute.

If both parties have given Dispute Notices relating to the same matters (claim and counterclaim) then the referee shall consider both Dispute Notices at the same time and the referee's decision shall be with respect to both Dispute Notices.

A referee appointed to review a dispute shall, subject to the timely availability of that referee, be the referee to review all other disputes arising under the Agreement unless the parties agree otherwise.

A referee's decision is not binding on the parties, and a referee's review shall be sought only for the purpose of assisting the parties to reach agreement with respect to the dispute.

A referee who has made a decision on a dispute may be retained by either or both parties, to assist in mediation or settlement proceedings with respect to that

dispute conducted pursuant to this section. A referee may not be called by either party to give evidence with respect to the dispute in any subsequent arbitration or litigation proceeding to resolve the dispute, nor shall either party refer to or enter into evidence the decision of the referee in such proceedings.

The parties will agree to release and save harmless the referee from any liability arising from a review undertaken by the referee.

- 23.4 If within five (5) business days of the decision of the referee, the matter is not settled by agreement, or if either party fails or refuses to participate in the referee process within the time limits set out in section 23.3, then the parties shall submit to arbitration at the request of either party. Arbitration shall be by a single arbitrator pursuant to the *Commercial Arbitration Act* (B.C.) and the arbitrator's decision shall be final and binding. The cost of arbitration shall be borne equally by the RDN and the Contractor.
- 23.5 The Contractor shall not delay or cause a delay of the Work or operation of the Facility while resolving any dispute under this Agreement, and shall keep accurate and detailed cost records indicating the cost of the Work done under protest. Failure to keep such records shall be a bar to any recovery.

#### 24.0 Renewal

- 24.1 The Contractor, provided it is not in breach of any term or condition of this Agreement and has performed the Work during the Term to the reasonable satisfaction of the RDN, may renew this Agreement for a further five (5) year term by giving the RDN notice of its intention to renew not earlier than four hundred and fifteen (415) days before and not later than three hundred and sixty five (365) days before the end of the Term, such renewal to be on the same terms as this Agreement except for the Fixed Processing Fees, the Processing Fees and this right of renewal.
- 24.2 The Fixed Processing Fees payable during the renewal period shall be as follows:
- (a)  $(A \times B) / 12$  months where,
- A= 70% of the then current Residential Contract Food Waste Tonnage as estimated by the RDN,
- B= the Processing Fees determined under section 24.3 of this Agreement; and
- (b)  $(C \times D) / 12$  months where,
- C= 50% of the then current Yard and Garden Contract Waste Tonnage as estimated by the RDN,

D= the Processing Fees determined under section 24.3 of this Agreement.

24.3 The Processing Fees payable during the renewal period shall be the then current market value as agreed by the parties for similar processing fees at similar facilities on Vancouver Island, and failing such agreement by the ninetieth (90<sup>th</sup>) day prior to the commencement of the renewal period, as determined in accordance with sections 23.3 to 23.4 of this Agreement. Until such fees have been determined the RDN shall continue to pay the Processing Fees at the rate payable during the last year of the Term and upon such determination the RDN shall make the appropriate adjustment payable, if any, from the commencement of the renewal period and if the Processing Fees are less than those payable during the Term, the Contractor shall make the appropriate refund payment from the commencement of the renewal period.

## **25.0 Confidentiality and Privacy**

25.1 All documents, information and data submitted to the RDN by the Contractor under this Agreement as well as any resultant studies, documents, information and data received by the RDN are under the control of the RDN and as such may be subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C., 1996, c. 165. The Contractor will specify which, if any, documents, information or data supplied to the RDN is supplied in confidence.

25.2 The Contractor must not disclose, publish or reproduce in any form any information, data or other confidential information of the RDN to any person other than representatives of the RDN duly designated for the purpose in writing by the RDN and must not use for the Contractor's own purposes or for any purpose other than those of the RDN any information, data or other confidential information the Contractor may acquire as a result of being engaged pursuant to this Agreement. The RDN will specify which, if any, documents, information, or data supplied to the Contractor is supplied in confidence.

25.3 The Contractor must not, during the term of this Agreement perform a service or Work for any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Contractor under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

## **26.0 RDN Representative's Status**

26.1 The RDN's Representative during the Term of this Agreement and will administer this Agreement on behalf of the RDN.

26.2 If in the RDN Representative's reasonable opinion, the Contractor fails to perform any part of the Work in accordance with this Agreement, the RDN Representative shall give notice to the Contractor in writing to complete the Work in a timely manner and the Contractor will comply with such notice. If the Contractor acting reasonably, disagrees with the RDN Representative's notice, the matter shall be dealt with in accordance with the provisions of article 23.0

**27.0 Changes in the Work**

- 27.1 The RDN, without invalidating this Agreement, may need to make changes by altering, adding to, or deducting from the Work. No change shall be undertaken by the Contractor, without written order of the RDN Representative, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change was so ordered.
- 27.2 If such changes affect the amount payable under this Agreement, this amount will be negotiated by the parties. If the parties cannot agree on the value of changes within sixty (60) days of the Contractor receiving notice of the changes to the Work, resolution shall be dealt with in accordance with sections 22.3 to 22.4 of this Agreement.

**28.0 Notices**

- 28.1 Each notice sent pursuant to this Agreement ("Notice") shall be in writing and shall be sent to the relevant Party at the relevant address, facsimile number or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.
- 28.2 The Contact Information for the parties is:

The Contractor at: <b>[ICC to provide]</b>  Attention: _____ 3 <sup>rd</sup> Floor, 1002 Wharf Street Victoria, BC V8V 1T4 Fax: _____ Email: _____	The RDN at:  Attention: Manager of Solid Waste 6300 Hammond Bay Road Nanaimo, BC V9T 6N2 Fax: 250-390-4163 Email: _____
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- 28.3 Each Notice sent by electronic mail ("E-Mail Notice") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.
- 28.4 Subject to sections 28.5 through 28.7 each Notice shall be deemed to have been given or made at the following times:
  - (a) if delivered to the address (including by commercial courier), on the day the Notice is delivered;

- (b) if sent by registered mail, seven (7) days following the date of such mailing by sender;
  - (c) if sent by facsimile transmission, on the date the Notice is sent by facsimile transmission; or
  - (d) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- 28.5 If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a Business Day, then the Notice shall be deemed to have been given or made on the next Business Day following.
- 28.6 Notice given by facsimile transmission in accordance with the terms of this article 28.0 will only be deemed to be received by the recipient if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.
- 28.7 If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- 28.8 Each Party shall provide Notice to the other Party of any change of address, facsimile number, or e-mail address of such Party within a reasonable time of such change.
- 29.0 Contractor Representative's Status**
- 29.1 The Contractor Representative during the Term of this Agreement will be the primary contact for the RDN's Representative for the purpose of carrying out the Work under this Agreement.
- 30.0 Assignment or Subcontracting**
- 30.1 The Contractor shall not assign or otherwise transfer its obligations under this Agreement without the prior written consent of the RDN, such consent not to be unreasonably withheld.
- 30.2 The Contractor shall not subcontract the operation of the Facility without the prior written consent of the RDN, such consent not to be unreasonably withheld.
- 30.3 If the Contractor assigns, sells or otherwise transfers the Lands or Facility or any part thereof or any rights or interest therein the Contractor, as a condition of such assignment, sale or transfer shall:

- (a) cause the assignee, purchaser or transferee to enter into an agreement with the RDN on substantially the same terms and conditions as those contained in this Agreement; and
- (b) cause the assignee, purchaser or transferee to use the Lands for the same purposes for which the Contractor used them under this Agreement.

### **31.0 General**

#### Compliance with Laws

- 31.1 The Contractor shall comply with all statutes, regulations and bylaws applicable to the Work and the Facility, including, without limitation the *Organic Matter Recycling Regulation*, the WSML Bylaw, any requirements of the Contractor's insurers and underwriters and all other applicable orders, codes and requirements related to or arising from the Work, the Facility and the Lands.

#### Waste Stream Management Licence Obligations

- 31.2 The Contractor shall at all times during the Term and any renewal period comply with the terms, conditions and standards of the Waste Stream Management Licence.

#### Permits and Regulations

- 31.3 The Contractor shall at its sole cost obtain and maintain all permits, approvals, certificates or licences required to perform the Work and that otherwise apply to the lands and the operation of the Facility and to meet all requirements under federal, provincial, and local laws, regulations and bylaws affecting the execution of the Work, save insofar as this Agreement specifically provides otherwise, and shall cause all its subcontractors to do the same.

#### Safety Requirements

- 31.4 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the performance of the Work. This requirement shall apply during the Term and any renewal period and not be limited to normal working hours.
- 31.5 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workers or agents.
- 31.6 The Contractor is a Prime Contractor for the purposes of Part 3 of the *Worker's Compensation Act* (British Columbia). The Contractor shall comply and cause its subcontractors to comply with the provisions of the *Worker's Compensation Act* (British Columbia) and all related regulations and standards including obtaining workers compensation coverage in respect of all workers engaged in the Work, and without limiting section 31.1 all RDN's policies and procedures, codes and

regulations applicable to the Work. Where any of these are in conflict, the more stringent shall be applicable.

- 31.7 At any time during the term of this Agreement, when requested by the RDN, the Contractor shall provide such evidence of compliance by himself and his subcontractors.
- 31.8 In an emergency affecting the safety of life, or of the Work, or of adjoining property, the Contractor shall act in a responsible manner to prevent loss or injury.
- 31.9 The Contractor shall satisfy the RDN Representative that a safety program has been developed in accordance with the Occupational Health and Safety Regulation, and Work Safe BC and shall incorporate all of the RDN's operating requirements and restrictions.
- 31.10 When required to do so by the RDN, the Contractor shall provide the RDN with evidence of compliance with this article.

#### Taxes and Charges

- 31.11 The Contractor shall pay all taxes, charges, levies, duties, licenses, permits and assessments of every nature due and payable with respect to this Agreement, the Lands and improvements thereon.

#### Conflicts

- 31.12 In the event of a conflict between this Agreement and the Waste Stream Management Licence, the Waste Stream Management Licence shall prevail with respect to the conflict.

#### Oral Agreements

- 31.13 No oral instruction, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Contract, and none of the provisions of the Contract shall be held to be waived or modified by reason of any act whatsoever, other than by a waiver or modification in writing and agreed to by the parties to the Contract.

#### Non Waiver

- 31.14 Any failure by the RDN or the RDN Representative at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract will not constitute a waiver of such terms or conditions and will not affect or impair such terms or conditions in any way or the right of the RDN or the RDN Representative at any time to avail itself or himself of such remedies as it or he may have for any breach of such terms or conditions.



31.15 No provision in this Agreement, which imposes or may be deemed to impose extra or specific responsibilities or liabilities on the Contractor shall restrict the general or other responsibilities or liabilities of the Contractor in any way.

#### No Derogation from Statutory Powers

31.16 Nothing contained or implied herein shall prejudice or affect the rights and powers of the RDN in the exercise of its functions under any public or private statute, bylaw, order or regulation, all of which may be fully and effectively exercised in relation to this Agreement as if this Agreement had no been executed and this Agreement shall be subject to and consistent with the statutory restrictions imposed on the RDN under the *Local Government Act*, R.S.B.C., 1996, c. 323 and the *Community Charter*, S.B.C., 2003, c. 26.

#### No Duty of Care

31.17 The Contractor acknowledges that the RDN in the supply of oral or written information to the Contractor or the carrying out of the RDN's responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the rights to sue the RDN in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the supply of oral or written information to the Contractor or the carrying out of the RDN's responsibilities under this Agreement.

#### Further Assurances

31.18 The parties hereto shall execute such further and other documents and do such further and other things as might be necessary to carry out and give effect to this Agreement.

#### Survival

31.19 All of the Contractor's obligations under this Agreement that are for the benefit of the RDN shall survive this Agreement.

#### Relationship of Parties

31.20 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture between the RDN and the Contractor.

#### Severance

31.21 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Entire Agreement

31.22 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda and negotiations between the parties.

Binding Effect

31.23 The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators, and permitted assigns.

Extended Meanings

31.24 Words importing the singular number include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders.

Time

31.25 Time is of the essence in this Agreement

**IN WITNESS WHEREOF** the parties hereto have executed this agreement the day and year above first written.

**REGIONAL DISTRICT OF NANAIMO** by its )  
authorized signatories )  
)  
\_\_\_\_\_)  
Name: )  
)  
\_\_\_\_\_)  
Name: )

**INTERNATIONAL COMPOSTING** )  
**CORPORATION** by its authorized )  
signatories )  
)  
\_\_\_\_\_)  
Name: )  
)  
\_\_\_\_\_)  
Name: )

## SCHEDULE "A"

## Definitions

In this Agreement the following words have the following meanings:

"Beneficial Use" of processed Contract Organic Waste shall mean the marketing and sale thereof for purposes other than further waste for disposal at a landfill, including, without limitation, topsoil, organic fertilizer and biofuel.

"Commencement Date" means April 1, 2010.

"Commercial Contract Food Waste" means "Commercial Food Waste" as defined in the Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007 as amended from time to time, or its successor, delivered to the Church Road Transfer Station or other designated RDN transfer stations, that is capable of being processed at the Facility.

"Compost" means a product which is

- (a) a stabilized earthy matter having the properties and structure of humus,
- (b) beneficial to plant growth when used as a soil amendment,
- (c) produced by composting, and
- (d) only derived from organic matter.

"Composting" means the controlled biological oxidation and decomposition of organic matter in accordance with the time and temperature requirements specified in the *Organic Matter Recycling Regulation*.

"Contract Food Waste Effective Date" means October 1, 2010.

"Contract Organic Waste" means the Residential Contract Food Waste, Commercial Contract Food Waste, Yard and Garden Contract Waste and each of them.

"Contractor Representative" means **[identify]** appointed from time to time who shall be the Contractor's representative during the term of this Agreement and includes and persons authorized by the Contractor Representative to act in his/her place.

"Facility" means the Contractor's organic waste composting facility located at 981 Maughan Road, Nanaimo, BC capable of accepting, storing and processing all RDN Organic Waste delivered under this Agreement.

"Fixed Processing Fees" means the minimum fixed fees payable monthly under section 5.1 of this Agreement.

"Force Majeure" means an event that is beyond the reasonable control and without the

fault of a party and includes acts of God, changes to applicable laws, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, freight embargoes and power failures but does not include any labour or employment disputes or disruptions of any kind.

“Lands” means those lands situate at 981 Maughan Road, Nanaimo, BC, legally described as:

Lot 23 Sections 2 and 3 Range 8 and Section 9 Nanaimo District Plan VIP63717

or such other land as agreed by the parties provided such land can be used for the purposes set out in this Agreement in accordance with the applicable RDN zoning bylaws and all necessary approvals and permits with respect to such lands are first obtained.

“Odour” means smells which are ill-smelling, unpleasant, disgusting, offensive, nauseous or obnoxious as reported to and/or considered as such by the RDN’s Representative.

“*Organic Matter Recycling Regulation*” means the Organic Matter Recycling Regulation (B.C. Reg 18/2002).

“Processing” means all activities required to process and turn the RDN Organic Waste into compost or biofuel.

“Processing Fees” means those fees payable under article 5.2 of this Agreement.

“RDN Commercial Food Waste” means all industrial, commercial and institutional food waste generated in the Regional District of Nanaimo as estimated, for reference only, in Schedule B.

“RDN Organic Waste” means the RDN Commercial Food Waste, the RDN Residential Food Waste and the RDN Yard and Garden Contract Waste as estimated, for reference only, in Schedule B.

“RDN Representative” means the Manager of Solid Waste, or its equivalent appointed from time to time who shall be the RDN’s representative during the term of this Agreement, and includes any persons authorized by the RDN Representative to act in his/her place.

“RDN Residential Food Waste” means all residential organic food waste generated in the Regional District of Nanaimo as estimated, for reference only, in Schedule B.

“RDN Yard and Garden Waste” means all “Garden Waste” as defined by the Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007 as

amended from time to time, generated in the Regional District of Nanaimo as estimated, for reference only, in Schedule B.

"Residential Contract Food Waste" means that residential food waste collected in the Regional District of Nanaimo by or on behalf of the RDN under the RDN's Residential Contract Food Waste Collection Program including such waste delivered by or on behalf of the City of Nanaimo to the RDN Landfill or other designated location.

"Residential Contract Food Waste Tonnage" means the total annual tonnes of Residential Contract Food Waste estimated by the RDN as at February, 2010 and set out in Schedule B.

"Residual Process Waste" means post-processing overs including plastics and other materials extracted by the Contractor which cannot in their form be used for Beneficial Use.

"Service Area" means the service areas created under the Regional District of Nanaimo's Solid Waste Management Local Service Amendment Bylaw No. 792.01, 2004 as amended and the Recycling and Compulsory Collection Local Service Establishment Bylaw No. 793, 1989 as amended.

"Security" means that security required under article 14.0 of this Agreement.

"Term" means the term of this Agreement as defined in section 4.1.

"Unacceptable Waste" means that unacceptable waste listed in Schedule E and contained in Contract Organic Waste delivered to the Facility under this Agreement.

"Waste Stream Management Licence" means the license, as amended from time to time, issued to the Contractor for the Facility under the RDN Waste Stream Management Licensing Bylaw No. 1386 and includes the WSML Operations Plan.

"WSML Bylaw" means the Regional District of Nanaimo Waste Stream Management Licensing Bylaw No. 1386, 2004 as amended from time to time.

"WSML Operations Plan" means the Operations Plan prepared by the Contractor in connection with the Facility pursuant to the WSML Bylaw, and including any amendments thereto.

"Work" or "Works" shall, unless the context otherwise requires, mean the whole of the work, equipment, labour, matters and things required to be done, finished, and performed by the Contractor under this Agreement to accept, store and process the RDN Organic Waste and make Beneficial Use of the same, delivered to the Facility by or on behalf the RDN.

"Yard and Garden Contract Waste" means "Garden Waste" as defined by the Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007 as

amended from time to time, or its successor, delivered to the RDN Landfill or the Church Road Transfer Station or other site designated by the RDN.

“Yard and Garden Contract Waste Tonnage” means the total annual tonnes of Yard and Garden Contract Waste estimated by the RDN as at February, 2010 and set out in Schedule B.

## SCHEDULE "B"

## RDN Organic Waste Tonnage Estimates

Table 1: Annual RDN Organic Waste Tonnage Estimates

Feedstock	2009 Actual Tonnage	2010 Tonnage Estimate	2011 Tonnage Estimate
<b>RDN Residential Food Waste</b>			
North			
City of Parksville		152	609
Town of Qualicum Beach		122	488
Electoral Areas - Urban		243	970
Electoral Areas - Rural		39	157
Sub-Total		556	2,225
South			
City of Nanaimo		773	3094
District Municipality of Lantzville		44	175
Electoral Areas - Urban		67	269
Electoral Areas - Rural		57	229
Sub-Total		942	3767
<i>Total RDN Residential Food Waste</i>	<i>232</i>	<i>1,498</i>	<i>5,992</i>
<b>RDN Commercial Food Waste</b>			
North			1,900
South	3,017	3,500	4,500
<i>Total RDN Commercial Food Waste</i>	<i>3,017</i>	<i>3,500</i>	<i>6,400</i>
<b>RDN Yard &amp; Garden Waste</b>			
North	2,988	2,988	2,988
South	5,829	5,829	5,829
<i>Total Yard &amp; Garden Feedstock</i>	<i>8,817</i>	<i>8,817</i>	<i>8,817</i>
<b>Total RDN Organic Waste</b>	<b>12,066</b>	<b>13,815</b>	<b>21,209</b>

**Legend**

RDN Residential Food Waste:	2010 estimate derived from 2011 estimate for 3 months service (October 2010 Contract Food Waste Effective Date) 2011 estimate derived from food waste pilot project 18 month results
RDN Commercial Food Waste:	2010 estimate based on 2006 actual with full promotion program 2011 estimate based 2004 waste composition study with 50% recovery 2011 estimate for North (CRTS) based on 30% of total
RDN Yard & Garden Waste:	2010/11 estimates based on 2009 actual tonnage with no growth

Table 2: Annual Contract Processing Fee Estimates

Feedstock	Tonnage Estimate	Estimated Annual Fee	Estimated Monthly Fee	Fixed Annual Fee	Fixed Monthly Fee
<b>Residential Contract Food Waste</b>					
City of Parksville	609	\$53,594			
Town of Qualicum Beach	488	\$42,987			
Electoral Areas - Urban	970	\$85,393			
Electoral Areas - Rural	157	\$13,822			
Sub-Total	2,225	\$195,796			
<b>South</b>					
City of Nanaimo	3,094	\$272,230			
District Municipality of Lantzville	175	\$15,439			
Electoral Areas - Urban	269	\$23,703			
Electoral Areas - Rural	229	\$20,114			
Sub-Total	3,767	\$331,486			
<i>Total Residential Contract Food Waste</i>	<i>5,992</i>	<i>\$527,283</i>	<i>\$43,940</i>	<i>\$369,107</i>	<i>\$30,758</i>
<b>Commercial Contract Food Waste</b>					
North	1,900	\$167,200			
South					
<i>Total Commercial Contract Food Waste</i>	<i>1,900</i>	<i>\$167,200</i>	<i>\$13,933</i>		
<b>Yard &amp; Garden Contract Waste</b>					
North	2,988	\$125,496			
South	5,829	\$244,818			
<i>Total Yard &amp; Garden Contract Waste</i>	<i>8,817</i>	<i>\$370,314</i>	<i>\$30,860</i>	<i>\$185,157</i>	<i>\$15,430</i>
<b>Total Contract Organic Waste</b>	<b>16,709</b>	<b>\$1,064,797</b>	<b>\$88,733</b>	<b>\$554,264</b>	<b>\$46,189</b>

**Legend**

Estimated Annual Fee:	Residential Contract Food Waste \$88.00 per tonne Commercial Contract Food Waste \$88.00 per tonne Yard & Garden Contract Waste \$42.00 per tonne
Estimated Monthly Fee	Estimated Annual Fee divided by 12
Fixed Annual Fee	A (Total Residential Contract Waste 5,992 x 70%=4,194.4) x B (\$88) C (Yard & Garden Contract Waste 8,817 x 50% = 4,408.5) x D (\$42)
Fixed Monthly Fee	Fixed Annual Fee divided by 12



**SCHEDULE "C"****Operating Specifications**

The Contractor agrees to comply with the following in the performance of the Works:

**1.0 Operating Hours**

1.1 The Facility shall be open for deliveries and processing during the following days and times as set out in the Waste Stream Management Licence:

(a) Monday to Friday 8:00 a.m. to 4:30 p.m., excluding statutory holidays;

(b) Saturdays and Sundays 9:00 a.m. to 4:00 p.m.,

unless amended under the Waste Stream Management Licence.

1.2 When necessary, the RDN or its contractors may deliver outside the hours and days in section 1.1 with the prior written consent of the Contractor, such consent not to be unreasonably withheld.

**2.0 Operator and Employees**

2.1 The Contractor shall ensure that the Facility is attended by at least one qualified operator during opening hours.

2.2 The Contractor shall only use employees that are sufficiently trained to carry out the Work or any part thereof, in accordance with the Waste Stream Management Licence.

**3.0 Processing and Storage**

3.1 The Contractor shall process all of the RDN Organic Waste and all other waste delivered to the Facility under this Agreement within the timelines established under the Waste Stream Management License and in accordance with all applicable laws.

3.2 The Contractor shall make all commercially reasonable efforts to make Beneficial Use of all of the RDN Organic Waste processed at the Facility. All compost processed on the Lands for Beneficial Use shall meet the *Organic Matter Recycling Regulation* Class A compost criteria for unrestricted use, Process Residual Waste excepted.

3.3 Subject to section 8.3 of this Agreement and the Waste Stream Management Licence, the Contractor shall not deposit any of the RDN Organic Waste or compost in any disposal site or landfill site without the prior written consent of the RDN, such consent not to be unreasonably withheld.

- 3.4 Notwithstanding section 3.3, the Contractor may dispose of Unacceptable Waste or Residual Process Waste delivered under sections 8.1 and 8.2 of this Agreement in accordance with those sections, without the RDN's consent.
- 3.5 The Contractor shall ensure that all unprocessed waste except RDN Yard and Garden Waste shall be received and stored at all times, in an enclosed building with doors that are normally in a closed position, in accordance with the Waste Stream Management Licence and Schedule "C" to this Agreement.
- 3.6 Without limiting the generality of section 3.5 above, the building(s) used for storage and processing organic waste on the Lands shall be appropriately and adequately ventilated using a biofilter with sufficient capacity to reduce Odours in accordance with this Agreement.
- 3.7 The Contractor shall ensure that any active composting that takes place on the Lands, with or without aeration, shall be done in an enclosed environment with proper Odour management in accordance with the Waste Stream Management Licence and this Agreement, so that Odours do not escape untreated into the ambient environment.
- 3.8 The Contractor agrees that compost, including any Unacceptable Waste, on the Lands shall not be openly cured in static piles or windrows and that open curing may take place on other lands provided:
- (a) there is an adequate buffer between the curing compost and the nearest receptors to minimize the escape of Odours;
  - (b) any such open curing is done on an appropriately constructed pad and is otherwise compliant with storm water and leachate management requirements under the *Organic Matter Recycling Regulation*.

#### **4.0 Stockpiling**

- 4.1 The Contractor shall not stockpile on the Lands any of the RDN Organic Waste or any other waste delivered to the Facility, except as permitted under the Waste Stream Management Licence and other applicable laws.
- 4.2 In no event will any of the unprocessed RDN Organic Waste or any other waste be delivered to the Facility be stored on site for more than seven (7) days or as otherwise restricted or permitted under the WSML Licence or other applicable laws.

#### **5.0 Appearance**

- 5.1 The Lands and the Facility shall be maintained in a reasonably clean, tidy condition and litter must not be allowed to accumulate on the Lands, including any surface water.

**6.0 Construction and Maintenance of Roads**

6.1 The Contractor shall pave and maintain at its sole cost all roads on the Lands in good condition for the purposes of this Agreement.

**7.0 Repairs and Maintenance**

7.1 The Contractor shall at its sole cost, maintain and keep the Lands and the Facility and all other improvements and equipment therein and thereon in good repair and condition.

**8.0 Traffic Management**

8.1 The Contractor shall be solely liable and responsible for the safe and efficient movement of all permitted waste delivery vehicles through the Lands provided that vehicle sizes and delivery frequency as agreed, are adhered to.

**9.0 Spills**

9.1 The Contractor shall at its sole cost control and clean up all leachate and spills on the Lands in accordance with the Waste Stream Management Licence and all applicable environmental laws.

**SCHEDULE "E"****Unacceptable Waste****Not Acceptable**

Plastic bags & wrap, Styrofoam  
Plastic containers and cutlery  
Foil wrap, pouches and pie plates  
Metal cans or glass jars  
Cereal and cracker box liners  
Chip and cookie bags  
Pet food bags and other lined bags  
Make-up remover pads, cotton swabs and balls  
Butter wrappers (foil)  
Dental floss, rubber bands  
Soiled diapers, baby wipes  
Dryer sheets and lint  
Cigarettes and butts  
Vacuum contents and bags  
Pet feces or litter



*Town of Qualicum Beach*

**MINUTES OF THE MEETING OF THE  
ARROWSMITH WATER SERVICE (AWS) MANAGEMENT COMMITTEE  
HELD ON TUESDAY, JANUARY 12, 2010 2:00 PM  
AT THE REGIONAL DISTRICT OF NANAIMO**

Present:	Councillor Marc Lefebvre, Chair	City of Parksville
	Fred Manson	City of Parksville
	Mike Squire	City of Parksville
	Al Metcalf	City of Parksville
	Councillor Barry Avis	Town of Qualicum Beach
	Bob Weir	Town of Qualicum Beach
	Mark Brown	Town of Qualicum Beach
	Director Joe Stanhope	Regional District of Nanaimo
	Frank Van Eynde	Alternate Director, RDN
	Carol Mason	Regional District of Nanaimo
	John Finnie	Regional District of Nanaimo
	Amanda Haywood	Recording Secretary

Also in attendance:

Michele Deakin & Faye Smith	Englishman River Watershed Recovery Plan
Dr. Gilles Wendlling	Englishman River Watershed Recovery Plan
Rick Corbett	Associated Engineering Group Ltd.
Tony Koers	Koers and Associates Engineering Ltd.

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**CALL TO ORDER**

M. Lefebvre called the meeting to order at 2:00 pm.

MOVED J. Stanhope, SECONDED B. Avis, that the January 12, 2010 Arrowsmith Water Services Management Committee agenda, be adopted.

CARRIED

**MINUTES**

MOVED J. Stanhope, SECONDED B. Avis, that the minutes from the meeting of the Arrowsmith Water Services Management Committee held June 30, 2009, be adopted.

CARRIED

## **DELEGATIONS**

Michele Deakin and Dr. Gilles Wendling, for the Englishman River Watershed Recovery Plan, gave a presentation and made some requests for the AWS committee. The requests were: Look into options for natural infrastructure and carrying capacity with other functions (e.g. planning) and community; Participate in tour of Leech watershed in Victoria if able to receive funding; Review legal ability to move intake; Consider, and plan for, groundwater/surface water interactions; Consider other options to groundwater recharge including natural approaches; Participate in groundwater and estuaries/nearshore discussion; Provide copy of agreements regarding sharing of water outside of watershed; and Consider information from groundwater mapping project.

MOVED J. Stanhope, SECONDED B. Avis, that staff report on the requests reported on by the Englishman River Watershed Recovery Plan.

CARRIED

## **CAPITAL PLANNING PROCESS UPDATE**

Rick Corbett from Associated Engineering Group Ltd. gave a PowerPoint presentation updating the committee on the capital planning process.

## **2009 OPERATIONS UPDATE**

Al Metcalf gave an update on the actuator that was not working back in June, 2009. When the water levels dropped they examined what more they could do to prevent this from happening again. The activator compartment had collapsed due to accumulation and wood debris and had to be replaced.

Last year when waters were very low they contacted the Department of Fisheries and Oceans (DFO) and came up with an interim operating rule curve. Since then there has been good cooperation with DFO and the Ministry of Environment. They hope to use this curve in future.

## **2010 PROPOSED BUDGET**

Mike Squire presented the Year 2010 Budget and noted that the proposed 2010 *operating* budget reflects no change in funding and the proposed 2010 *capital* budget reflects an overall \$155,000 increase as compared to the 2009 approved budget.

MOVED B. Avis, SECONDED J. Stanhope, that the Arrowsmith Water Service Management Committee recommend the Joint Venture's adopt the Provisional Year 2010 Provisional Budget shown on Table 1, dated December 3, 2009.

CARRIED

## **AWS JOINT VENTURE AGREEMENT AMENDMENT**

John Finnie noted the current Arrowsmith Water Service Joint Venture Agreement will expire March 31, 2010 and needs to be extended to reconfirm the partners committee to the joint venture.

B. Avis asked if this could be deferred until after the Town of Qualicum Beach's January 25, 2010 Strategic Planning Meeting as the Qualicum Beach Councillors wanted to discuss this agreement at that meeting. J. Stanhope would second this motion if there were no implications. Staff can work out a date and time for a meeting in mid-February.

MOVED B. Avis, SECONDED J. Stanhope, that the approval of an extension to the Arrowsmith Water Service Joint Venture Agreement be deferred to mid-February.

CARRIED

#### **ADDITIONAL POWERS JOINT VENTURE REGULATIONS**

John Finnie advised he was contacted by the province requesting consideration to repeal the Additional Powers Joint Venture Agreement Regulation as this power is now contained in the Local Government Act and Community Charter, so the regulation is duplicating what the legislation now provides.

MOVED J. Stanhope, SECONDED B. Avis, that the Arrowsmith Water Service Management Committee direct staff to advise the Ministry of Community & Rural Development that the AWS Joint Venture has no objections to the province repealing the *Additional Powers Joint Venture Agreement Regulation*.

CARRIED

#### **CHANGE OF MANAGEMENT BOARD CHAIR & MANAGER**

M. Lefebvre noted that as of March 31, 2010 the chair will change to J. Stanhope.

#### **NEW BUSINESS**

Fred Manson gave a quick update on the Arrowsmith Water Service 2009 Budget, showing the 2009 YTD Actual along with the 2010 Provisional Budget.

B. Avis noted a proposal in the newspaper from the Provincial Government for 5 areas of Coastal Douglas Furs to be protected in Crown Land. Was thinking about Qualicum Beach along the little Qualicum River. Also noticed there is an area around Nanaimo.

#### **ADJOURNMENT**

Meeting adjourned at 3:15 PM.

#### **NEXT MEETING**

To be announced.

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M. Lefebvre, Chairperson

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR  
MEETING HELD ON THURSDAY, JANUARY 21, 2010  
AT OCEANSIDE PLACE  
1:45PM**

**Attendance:** Dave Bartram, Director, RDN Board  
Frank Van Eynde, Electoral Area 'E'  
Reg Nosworthy, Electoral Area 'F'  
Jack Wilson, Councillor, Town of Qualicum Beach  
Michael Procter, Electoral Area 'H'  
Bill Preston, Trustee, School District #69, Alternate  
Teresa Patterson, Councillor, City of Parksville

**Staff:** Dean Banman, Manager of Recreation  
Sandra Pearson, Superintendent of Aquatics and Northern Recreation Services  
Marilynn Newsted, Recording Secretary

**Regrets:** Eve Flynn, Trustee, School District #69

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**CALL TO ORDER**

Mr. Banman noted as all the members were in attendance and that no delegations were expected and if the Commission did not object he would call the meeting to order at 1:46pm.

**ELECTION OF CHAIR AND DEPUTY CHAIR**

Mr. Banman called for nominations for the position of Chair.

MOVED Commissioner Wilson, SECONDED Commissioner Nosworthy, that Commissioner Van Eynde be nominated for the position of Chair.

CARRIED

As no other nominations were received, Mr. Banman declared Commissioner Van Eynde as Chair.

Mr. Banman called for nominations for the position of Deputy Chair.

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that Commissioner Nosworthy be nominated for the position of Deputy Chair.

CARRIED

As no other nominations were received, Mr. Banman declared Commissioner Nosworthy as Deputy Chair.

Mr. Banman passed the Chair to Commissioner Van Eynde.



## MINUTES

MOVED Commissioner Procter, SECONDED Commissioner Nosworthy, that the minutes of the District 69 Recreation Commission meeting held December 17, 2009, be approved.

CARRIED

## BUSINESS ARISING FROM THE MINUTES

Commissioner Preston stated School District #69 has been and does dismantle bus shelters which are in disrepair. Should the Department have concerns about any shelters or if they receive a complaint from the public regarding bus shelters which require attention, Commissioner Preston requested staff either refer or forward the information to Mr. Earl Billingsley, Operations Manager, at the School District.

Commissioner Nosworthy noted a point of clarification regarding the statement under the heading *Arrowsmith Community and Enhancement Society (ACES) - the amount of funding was based on a request from ACES*. Commissioner Nosworthy stated the figure \$28,000 was a number generated by Mr. Porteous in his report of May 8, 2007.

Commissioner Van Eynde stated advertisements have been placed in local papers, on the intranet and also at Community mail boxes stating names could be entered for a draw for the two Olympic tickets with a donation to the local food bank.

## COMMUNICATION/CORRESPONDENCE

MOVED Commissioner Bartram, SECONDED Commission Procter, that the following Correspondence be received:

- D. Banman to School District No. 69, Re: School Community Connections – Oceanside Track and Field Proposal
- R. Nosworthy, Re: Resignation Arrowsmith Community Enhancement Society
- D. Banman to Arrowsmith Community Enhancement Society, Re: Area 'F' Recreation Services Agreement
- D. Porteous to Lions Club of Parksville, Re: Support For The Family Skate Sessions at Oceanside Place

CARRIED

## FUNCTION REPORTS

Mr. Banman stated he would appreciate feedback from the Commission over the next few meetings regarding the structure and the content of the function reports. Staff will be reviewing the format and would like to ensure the information received is appropriate and helpful for the Commission. Suggestions or comments regarding the format and content would be appreciated.

### Oceanside Place

Mr. Banman presented the monthly update for Oceanside Place highlighting the following items:

- Winter Wonderland was well attended and appreciated by the public. The setup and takedown process went very smoothly.
- During the Christmas season Oceanside Place hosted the Bantam House and a Female Hockey Tournament.
- A hot water boiler was replaced just prior to the Christmas break. The facility was only without hot water for one day, as staff were able to bypass the unit.

Commissioner Nosworthy requested staff reconfirm the current month comparisons for Parent and Tot reflected in the report December report.

### **Ravensong Aquatic Centre and District 69 Recreation Services**

Ms. Pearson presented the monthly update for Ravensong Aquatic Centre and District 69 Recreation Services highlighting the following items:

- December stats at the facility were very good.
- A very successful Polar Bear Swim was held in Parksville on January 1, with ninety swimmers participating.
- The *Swim Around Quadra Island* was very successful. Staff have approached some local sponsors to provide prizes for the event.
- Staff are currently focusing on Community Development and opportunities available for users, during the upcoming pool closure, such as opportunities at other pools or activities in the communities which will help keep them healthy and fit. Opportunities available will be given out to regular patrons to help them plan alternate activities.
- The programming team has been busy doing all their spring and summer programming and preparation for the Active Living Guide.
- The Eat Well Get Moving school partnership program will kick off January 18. This program has run for five years, has been very successful and will be wrapped up on the opening day of the Olympics at the Parksville Olympic Live Site.
- The next Healthy Food and Beverage meeting will be held next Tuesday.
- Staff are waiting for approval from the School Community Connections Program with regard to the phase three funding for improvements to the Ballenas Secondary School Track.

Commissioner Bartram suggested possibly approaching the Regional Board with regard to some type of subsidy to assist especially the regular users, such as the aqua fit participants during the shut down period. Mr. Banman indicated the 2010 budget does not provide for subsidy.

### **Regional Parks and Trails and Community Parks Update Report - December 2009**

Mr. Banman noted as Mr. Osborne was away and as Ms. Marshall was unable to attend the Commission meeting, staff would defer the Regional Parks and Trails and Community Parks update report for December 2009, to the next meeting.

MOVED Commissioner Bartram, SECONDED Commissioner Preston, that the Oceanside Place and the Ravensong Aquatic Centre/Recreation Coordinating Reports be received.

CARRIED

### **NEW BUSINESS**

#### **Ravensong Aquatic Centre Lifesaving Audit Update**

Mr. Banman stated the Ravensong Aquatic Lifesaving Audit report has been received. He noted it was a very good report, stating the Society was very impressed in the improvements made in attaining of the recommendations. He stated there were approximately three recommendations which the Society were aware of which staff have been unable to implement due to physical space or other situations.

Mr. Banman stated appreciation to all the staff involved in the successful completion of the audit recommendations. Some on-going issues would continue to be reviewed on a regular basis such as communications and revisions to safety audit, and evacuations plans. Staff also requested the Lifesaving Society visit the pool occasionally to observe and to forward reports with regard to their observations.

### **Business Arising From Selection Committee Meeting**

MOVED Commissioner Wilson, SECONDED Commissioner Nosworthy, that the recommendation of the District 69 Recreation Selection Committee regarding the appointments to the District 69 Youth Recreation Services Plan Steering Committee, be approved as follows:

- Eve Flynn – District 69 Recreation Commission
- Konnor Boorman, Alana La Chante and Taylor Chestnut – District 69 Youth
- Rollie Koop – School District 69
- Marilyn Simms and Katrina Kiefer – Community Organizations
- Dan Mahony – Community at Large

CARRIED

### **COMMISSIONER ROUNDTABLE**

Commissioner Procter stated he will not be able to attend the February 18, 2010 meeting and requested his agenda be forwarded to Ms. Biro as his alternate.

Commissioner Patterson reported the boardwalk in the Community Park is nearing completion and the Parksville Community and Conference Centre will host an Open House on January 25 to celebrate the opening of the Olympic Centre Live Site. Commissioner Patterson also noted the Parksville Volunteer Fire Fighters are organizing a drop off for clothing to be shipped to Haiti and also local service clubs are promoting the sale of shelter boxes for Haiti.

Commissioner Nosworthy reported the Community Programmer in Area 'F', working in conjunction with the Errington Hall Board and the two community schools, is preparing for a week long African Week Event which will include music and other themed events.

### **ADJOURNMENT**

MOVED Commissioner Wilson, SECONDED Commissioner Nosworthy, that the meeting be adjourned at 2:28pm.

---

Frank Van Eynde, Chair

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE ELECTORAL AREA 'A'  
PARKS, RECREATION AND CULTURE COMMISSION  
REGULAR MEETING HELD WEDNESDAY, JANUARY 20, 2010  
AT CEDAR COMMUNITY SECONDARY SCHOOL, 7:00PM**

**Attendance:** Joe Burnett, Director, RDN Board  
Dawn Burnett  
Shelagh Gourlay  
Shannon Wilson  
Krista Seggie  
Marlies Newton  
Chris Pegan

**Staff:** Dean Banman, Manager of Recreation Services  
Wendy Marshall, Manager of Park Services  
Dan Porteous, Superintendent of Arenas and Southern Recreation Services  
Lesya Fesiak, Parks Planner  
Kelly Fryer, Recreation Programmer  
Marilynn Newsted, Recording Secretary

**Regrets:** Ryan Rangno  
Kerry-Lynn Wilson

---

**CALL TO ORDER**

Mr. Banman called the meeting to order at 7:02pm.

**ELECTION OF OFFICERS**

Mr. Banman called for nominations for the position of Chair.

MOVED Commissioner S. Wilson, SECONDED Commissioner Gourlay, that Commissioner J. Burnett be nominated as Chair.

CARRIED

As no other nominations were received, Mr. Banman declared Commissioner J. Burnett as Chair.

Mr. Banman called for nominations for the position of Deputy Chair.

MOVED Commissioner Seggie, SECONDED Commission D. Burnett, that Commissioner S. Wilson be nominated as Deputy Chair.

CARRIED

As no other nominations were received, Mr. Banman declared Commissioner S. Wilson as Deputy Chair.

Mr. Banman turned the meeting over to Chair J. Burnett.

## MINUTES

Commissioner S. Wilson noted references to Commissioner L. Wilson under the headings *Communications/Correspondence*, *Cedar Heritage Centre Outdoor Lighting* and *Morden Colliery Regional Trail Development* should read Commissioner Aldcroft.

MOVED Commissioner S. Wilson, SECONDED Commissioner Gourlay, that the Minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission be approved, as amended.

CARRIED

## BUSINESS ARISING FROM THE MINUTES

### **Cedar Heritage Centre Footprint**

Mr. Banman reviewed the RDN map depicting the Cedar Heritage Centre footprint. He noted the Cedar Heritage Centre Lease does include the two to five meters of land surrounding the facility.

### **Grant-In-Aid Criteria Review – Specifically More Than Three Submissions Same Project**

Mr. Porteous noted concerns addressed by the Grant-In-Aid Committee regarding recipients receiving Grant-In-Aid funding for the same project year after year. After some discussion and input from Commissioners, Mr. Porteous stated he would reword item number three under the heading *Funding Criteria* in the Guidelines and Application package, to clearly state the vision of the Commission, regarding project/program sustainability over time. Mr. Porteous will present the revised wording at the next Commission meeting for review.

Chair Burnett called for three volunteers to sit on the Electoral Area 'A' Grant-In-Aid Sub-Committee.

Commissioners Gourlay, Pagan and Newton volunteered to sit on the Grant-In-Aid Sub-Committee. Commissioner Seggie volunteered to sit as the alternate member.

The Grant-In-Aid Committee members will be notified of the next Grant-In-Aid meeting to be held in late February.

### **Park Project Priority List**

Ms. Fesiak briefly reviewed the amendments made to the Electoral Area 'A' Parks Project Priority List as directed by the Commission.

### **Exterior Lighting Cedar Heritage Centre**

Mr. Banman noted staff have contacted a contractor to price an exterior photo cell dusk to dawn lighting fixture at the Cedar Heritage Centre. The price quote will be presented at the next meeting.

## COMMUNICATIONS/CORRESPONDENCE

MOVED Commissioner S. Wilson, SECONDED Commissioner Seggie, that the following Correspondence be received:

- SWACA, K. Seggie, Re: Thelma Griffith's Park Historical Sign Project
- T. Osborne to School District 68 (Nanaimo-Ladysmith), Re: Cedar Skateboard Park
- J. Burnett to Cedar School and Community Enhancement Society, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- J. Burnett to Parent Advisory Committee – South Wellington Elementary School, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- J. Burnett to 1<sup>st</sup> Cedar Scouts, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- J. Burnett to South Wellington and Area Community Association, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- J. Burnett to St. Philips Anglican Church, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- J. Burnett to Parent Advisory Committee – North Cedar Intermediate School, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- J. Burnett to Parent Advisory Committee – Woodbank Primary School, Re: Area 'A' Recreation and Culture Grant-In-Aid Funding Application
- T. Osborne Email to Adam Escott, Ministry of Forest and Range, Re: Nelson Road Boat Launch

CARRIED

## REPORTS

### **Monthly Update of Community Parks and Regional Parks and Trails Projects November and December 2009**

Ms. Fesiak reviewed the Monthly Update of Community Parks and Regional Parks and Trails Projects for November and December 2009, highlighting the following items:

- Staff have met with planning staff to review the design development progress for a section of the Morden Colliery Trail and Community Park and are currently waiting for a project cost estimate before proceeding.
- Some maintenance work has taken place at the Nelson Road boat launch.
- The new lawn at Thelma Griffiths Community Park has been fertilized and the trails cleared of debris.
- Site assessments for boat accesses along Quennel Lake have been completed.

Ms. Marshall noted there was some damage done by vandals at the Nanaimo River Regional Park and staff will be keeping a close eye on the park as a result.

MOVED Commissioner S. Wilson, SECONDED K. Seggie, that the Reports, be received.

CARRIED

### **Recreation and Culture Report**

Ms. Fryer reviewed the Recreation and Culture Report highlighting the following items:

- The new Grant-In-Aid process is underway. Ads have been placed in the Bulletin and the Take 5 Magazine. Staff are preparing a reporting template which will be presented to the Commission for their review at the next meeting.

- Building on a successful November Boot Camp, a new eight week program will be offered in two locations, Woodbank Primary and South Wellington Elementary Schools. Currently twenty-seven participants are registered.
- A Walk BC Grant has been received in conjunction with other electoral areas in the Regional District, to develop a walking program in rural areas. Staff will be working with District 69 Recreation Programmer Jenn Browett, who initiated the application. The Walking Program is scheduled to be held in April. A Walking Workshop will be held in March, which will include a presentation of the *Reflectorize and Survive* video prepared by Community Policing. As part of the grant, Area 'A' will receive 20 sets of wrist and leg reflective bands and two first aid kits.
- A BCRPA BC Awareness Grant \$10,000 has been received, which will be used for office signage, sandwich boards, a community calendar and an e-news letter.

MOVED Commission S. Wilson, SECONDED Commission Seggie, that the Recreation and Culture Report be received.

CARRIED

## NEW BUSINESS

### **Budget 2010**

#### **Electoral Area 'A' Recreation and Culture Services**

Mr. Porteous presented the Electoral Area 'A' Community Parks 2010 Budget.

Commissioners requested staff investigate the possibility of the inclusion of a new revenue account line item to reflect surplus Grant-In-Aid Funds. Mr. Porteous stated he would discuss the request with the Manager of Finance and report back.

Commissioners requested staff review the delivery of agendas and other material, perhaps forwarding information to a central location for pickup. Mr. Porteous stated he would investigate and report back at the next meeting.

MOVED Commissioner Seggie, SECONDED Commission Gourlay, that the Electoral Area 'A' Parks, Recreation and Culture Commission support the 2010 Annual Budget and Five Year Capital and Financial Plan as presented for Electoral Area 'A' Recreation and Culture Services to be then considered by the Regional Board during the 2010 Annual Budget process.

CARRIED

#### **Electoral Area 'A' Community Parks**

Ms. Marshall presented the Electoral Area 'A' Community Parks 2010 Budget.

MOVED Commissioner S. Wilson, SECONDED Commissioner Gourlay, that the Electoral Area 'A' Parks, Recreation and Culture Commission support the 2010 Annual Budget and Five Year Capital and Financial Plan as presented for Electoral Area 'A' Community Parks to be then considered by the Regional Board during the 2010 Annual Budget process.

CARRIED

## **Fees and Charges**

Mr. Porteous reviewed the concepts discussed at the Commission Workshop held on January 16, 2010, regarding the establishment of fees and charges for Area 'A' recreation programming. Using the District 69 Fee and Charges Program as an example, Mr. Porteous requested Commissioners confirm the following items to be included or changes they would like to make to the program:

- Program fees be based on 100% recovery of direct program costs.
- All age groups would be set at a cost recovery of 100% which will be reviewed annually in September 2010 and any changes considered.
- Age group break down:

Preschool	0-5 years
Children	5 - 12 years
Students (Youth)	12-18 years
Adults	19+ years
- Administration fee be set at 15% with the understanding under certain conditions the fee may be waived.

Commissioner S. Wilson requested the term *and seniors* be removed from item number three.

Mr. Porteous stated he would prepare the Fees and Charges report with the feedback received and present it at the next meeting.

## **Financial Access**

Mr. Porteous reviewed the concepts discussed at the Commission Workshop held on January 16, 2010, regarding the establishment of financial access for recreation programs. Commissioners agreed upon financial access guidelines to be setup similar to the District 69 Recreation Department Financial Access Program.

MOVED Commissioner S. Wilson, SECONDED Commissioner D. Burnett, that \$2,000 be transferred from the Electoral Area 'A' Recreation and Culture Services budget surplus to establish an Electoral Area 'A' Recreation and Culture Financial Assistance line item in the 2010 budget.

CARRIED

Commissioner S. Wilson suggested that staff prepare a report to structure the Electoral Area 'A' Recreation Grant-In-Aid program to follow the structure of the current District 69 Recreation Financial Access Program.

The City of Nanaimo LEAP Program (Leisure Economic Access Policy) was discussed as residents of Electoral Area 'A' are eligible for this program is registering for City of Nanaimo programs. A concern regarding local promotion of this item was addressed by the Commission. Mr. Porteous stated he will explore a link on the RDN website for Electoral Area A services and consider other promotional opportunities with staff.

## **COMMISSION ROUND TABLE**

Commissioner S. Wilson thanked staff for their work to date and stated her appreciation that the Commission was moving forward in the provision of recreation services in Area 'A'.



Commissioner D. Burnett stated she attended a presentation on the redevelopment project at Beban Park, stating the planned improvements are very impressive.

Commissioner Seggie noted the following items:

- February 16, from 6:30pm to 9:00pm, Friends of Morden Mine and SWACA will host an Open House at the Cranberry Hall to review the site plan for the Morden Mine Park.
- South Wellington School is holding a bottle drive will be held January 30.

Commissioner Gourlay noted the number of out reach programs opportunities already established and suggested future opportunities be offered in Electoral Area "A" to bring participants into their own community.

## **ADJOURNMENT**

MOVED Commissioner S. Wilson that the meeting be adjourned at 9:45pm.

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Chair

## REGIONAL DISTRICT OF NANAIMO

### MINUTES OF THE AGRICULTURAL ADVISORY COMMITTEE MEETING HELD ON FRIDAY, NOVEMBER 27, 2009 IN THE RDN COMMITTEE ROOM

#### **Present:**

Director J. Burnett	Chairperson
Director J. Stanhope	Electoral Area G
C. Evans	
C. Springford	
A. Brown	Representative (North)
R. Thompson	Representative (North)
A. Benson	Representative (South)
J. McLeod	Representative (South)

#### **Also in Attendance:**

C. Mason	Chief Administrative Officer
P. Thorkelsson	General Manager of Development Services
D. Lindsay	Manager of Current Planning
K. Marks	Planner
Karen Sanders	Recording Secretary

#### **CALL TO ORDER**

The meeting was called to order at 2:09 p.m. by the Chair.

Introductions were made.

Joe Burnett provided a brief overview of the role of the Agricultural Advisory Committee (AAC). The Agricultural Advisory Committee Terms of Reference and a contact list were provided to the committee members.

#### **Presentations:**

Gary Rolston, Agricultural Consultant, of 'From the Ground Up' presented information on "The Draft Cowichan Valley Regional District Agricultural Plans". While the statistical information pertained mainly to the CVRD, the overall trends are consistent through central Vancouver Island.

Gary also provided a summary on the status of agriculture in the Regional District citing data from the 'Regional District of Nanaimo Agricultural Overview' (attached).

Susan Palmer, Regional Growth Strategy Consultant, presented a brief outline on the direction the Draft Regional Growth Strategy is heading with policies regarding food security and ALR lands.

**General Discussion**

A general discussion followed regarding the role of the AAC.

The next AAC meeting was confirmed as January 29, 2010.

**ADJOURNMENT**

The meeting was adjourned at 3:36 pm.



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CHAIRPERSON

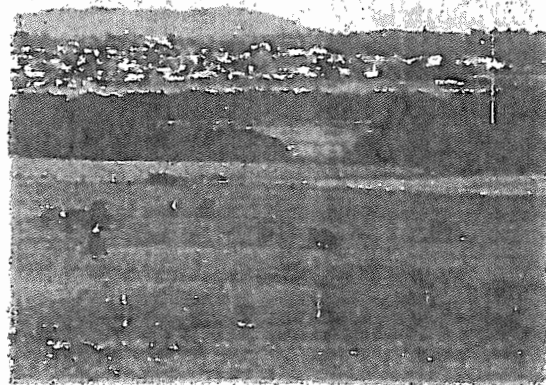
# Regional District of Nanaimo AGRICULTURAL OVERVIEW

- **Corporate Name** Regional District of Nanaimo
- **Date of Incorporation** August 24, 1967
- **Postal Address** 6300 Hammond Bay Road  
Nanaimo, B.C.  
V9T 6N2
- **Phone** (250) 390-4111
- **Fax** (250) 390-4163
- **Toll Free Phone (within BC)** 1-877-607-4111
- **E-mail** [corpsrv@rdn.bc.ca](mailto:corpsrv@rdn.bc.ca)
- **Internet** <http://www.rdn.bc.ca/>

For additional  
information visit the  
Regional District of  
Nanaimo's website.

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Total Farm Capital	15
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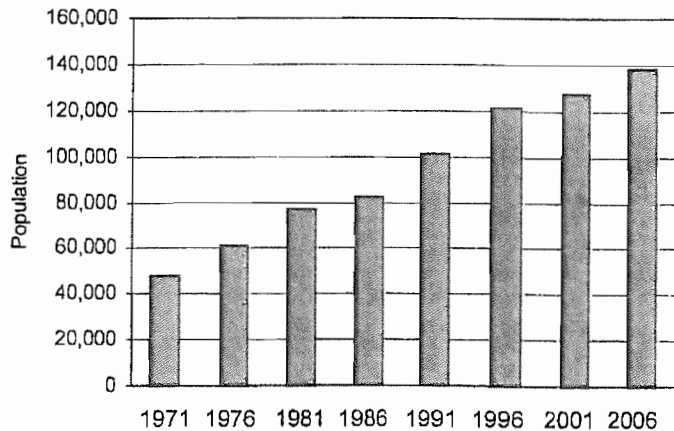
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## • Population - 1971 to 2006<sup>1</sup>

1971	=	47,535
1976	=	61,365
1981	=	77,124
1986	=	82,180
1991	=	101,736
1996	=	121,783
2001	=	127,016
2006	=	138,631

*The Regional District of Nanaimo accounted for 3.4% of BC's population in 2006.*

Graph 1 Regional District of Nanaimo Population - 1971 to 2006 -



- Population Increase 1971 to 2006 = 91,096  
= 2,602 persons / year on average

### - 2006 Population within:

Municipal Jurisdictions	=	101,848	(74%)
Electoral Areas	=	35,948	(26%)
Indian Reserves	=	835	(<1%)

### - 2006 Urban / Rural Split

Urban	=	106,805	(77%)
Rural	=	31,826	(23%)

*The City of Nanaimo is the largest municipality in the Regional District and accounted for nearly 57% of the Regional District's population in 2006.*

*There were 461 farms reported in the Regional District in 2006. The Regional District of Nanaimo's farm population is estimated to be 1,383 persons or 1% of the Regional District's total 2006 population (based on the BC average of 3 persons per farm).*

*A similar calculation provincially sets the farm population at approximately 1.5% of B.C.'s total 2006 population.*

• Jurisdictional Area = 208,410 hectares<sup>2</sup>

<sup>1</sup> Ministry of Municipal Affairs, "Statistics Relating to Regional and Municipal Governments in British Columbia" - 1990 & 1998 and Statistics Canada, Ottawa - <http://www.statcan.ca/start.html>

<sup>2</sup> Ministry of Community Services, Statistics Relating to Regional & Municipal Governments in B.C. for 2007 at: [http://www.cserv.gov.bc.ca/lgd/infra/statistics\\_index.htm](http://www.cserv.gov.bc.ca/lgd/infra/statistics_index.htm)

Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture unless otherwise noted

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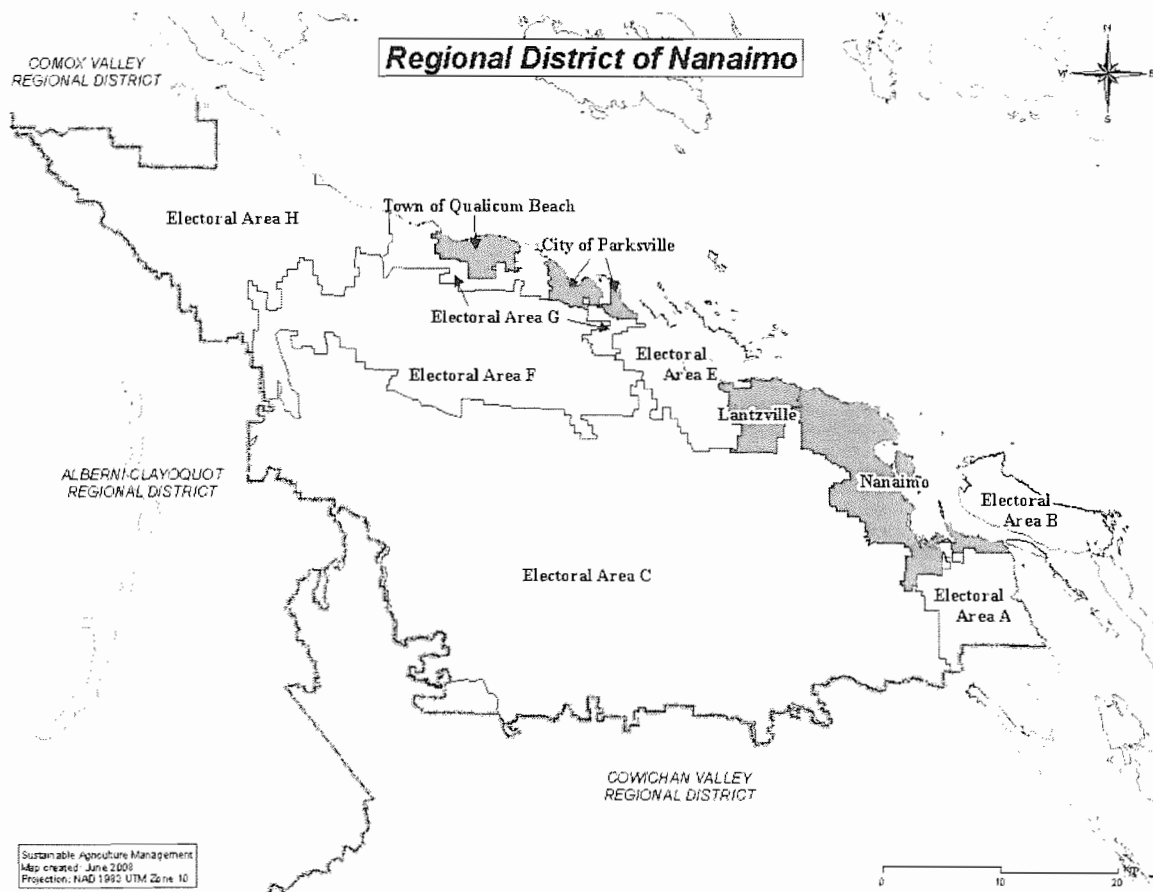
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## 2 Regional District of Nanaimo AGRICULTURAL OVERVIEW

- **Member Municipalities**
  - District of Lantzville
  - City of Nanaimo
  - City of Parksville
  - Town of Qualicum Beach
- **Electoral Areas**
  - "A" - Cassidy, Cedar, Yellowpoint, South Wellington
  - "B" - Gabriola, DeCourcy, Mudge Islands
  - "C" - Extension, Arrowsmith-Benson, East Wellington, Pleasant Valley
  - "E" - Nanoose Bay
  - "F" - Coombs, Hilliers, Errington
  - "G" - French Creek, Dashwood, Englishman River
  - "H" - Shaw Hill, Qualicum Bay, Deep Bay, Bowser



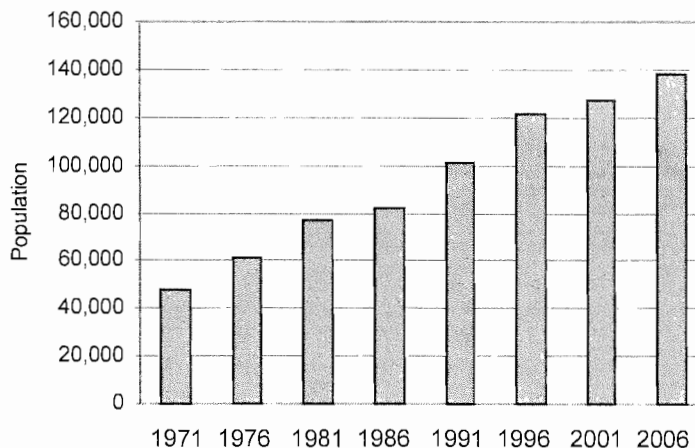
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• **Jurisdictional Area** = 208,410 hectares<sup>2</sup>

<sup>1</sup> Ministry of Municipal Affairs, "Statistics Relating to Regional and Municipal Governments in British Columbia" - 1990 & 1998 and Statistics Canada, Ottawa - <http://www.statcan.ca/start.html>

<sup>2</sup> Ministry of Community Services, Statistics Relating to Regional & Municipal Governments in B.C. for 2007 at: [http://www.cserv.gov.bc.ca/lgd/infra/statistics\\_index.htm](http://www.cserv.gov.bc.ca/lgd/infra/statistics_index.htm)

Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture - unless otherwise noted



# 4 Regional District of Nanaimo AGRICULTURAL OVERVIEW

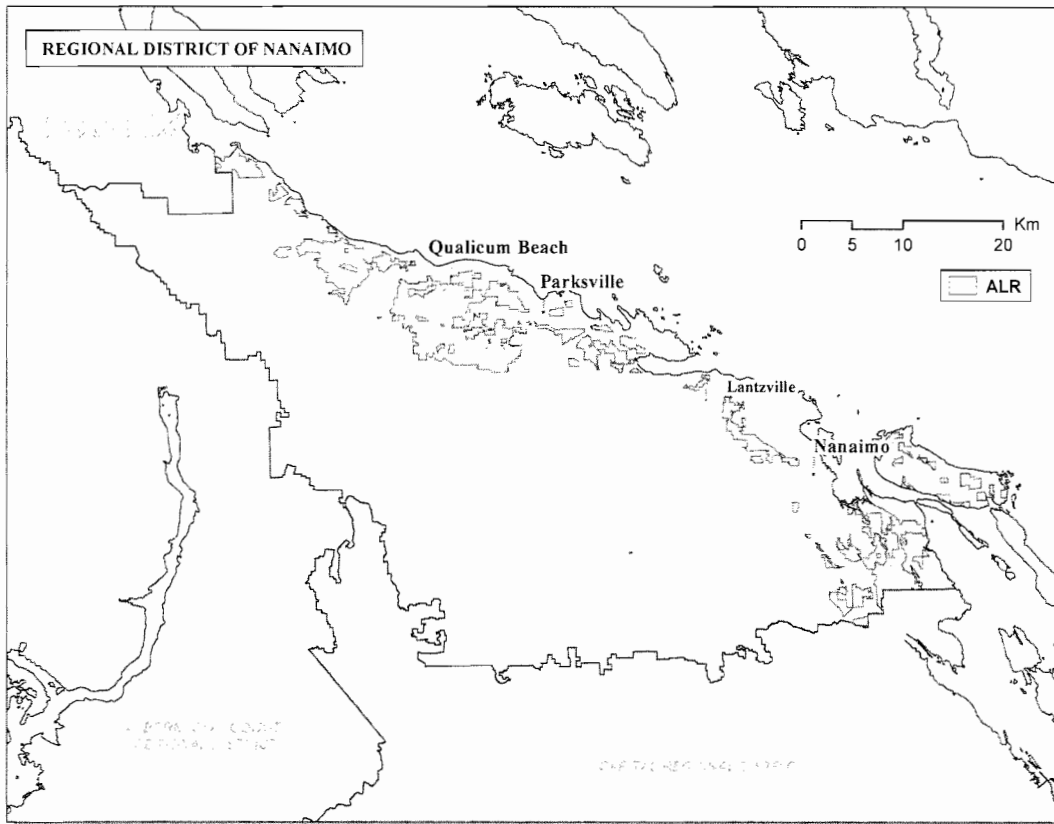
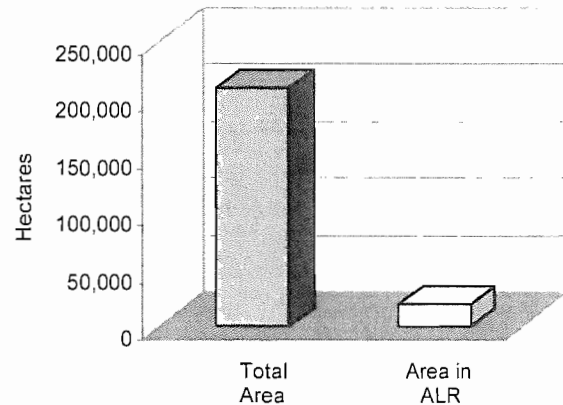
## • Agricultural Land Reserve (ALR)

= 18,726 hectares<sup>3</sup>

*The ALR in the Regional District of Nanaimo was designated on July 3, 1974 and today accounts for about 9% of Regional the District's area.*

*The Regional District accounts for almost 18% of all land in the Reserve on Vancouver Island.*

Graph 2 Regional District of Nanaimo - Jurisdictional Area & ALR -



<sup>3</sup> Source: Agricultural Land Commission - ALR as of January 2008.

Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture unless otherwise noted.

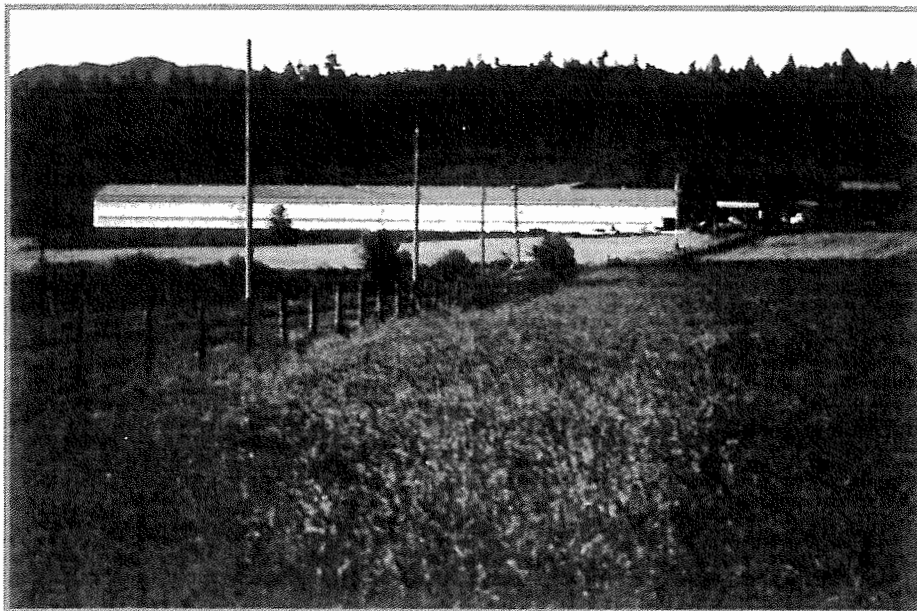
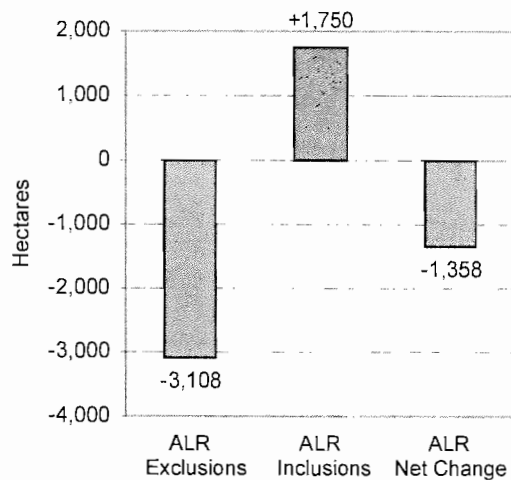
***ALR Fine Tuning Program***

*During the 1980s, the Agricultural Land Commission spearheaded a major review of the Agricultural Land Reserve on Vancouver Island. The program involved four of the six Vancouver Island regional districts, including the Regional District of Nanaimo. Considerable effort was put into a comprehensive review and updating of the Canada Land Inventory agricultural capability ratings in key areas of the Island. The Commission also worked closely with regional districts and municipalities to ensure the ALR review considered ongoing land use planning initiatives.*

*With the technical review complete, a series of ALR applications, including public consultation, finalized the process. The result was a fundamental reshaping of the ALR throughout much of Vancouver Island. In total, approximately 8,360 hectares were excluded from the ALR and 3,430 hectares were included, for a net ALR decrease of 4,930 hectares.*

*The Regional District of Nanaimo, through five ALR applications in 1985 and 1987, saw 3,108 hectares excluded and 1,750 hectares included for a net decline of 1,358 hectares from the ALR. Compared to the other three regional districts, the RDN had the most land excluded from the ALR (37% of the total) but also the most land included into the ALR (51% of the total) as a result of the fine tuning program.*

**Graph 3 - Summary -  
 ALR Fine Tuning Program  
 Regional District of Nanaimo**



# 6 Regional District of Nanaimo AGRICULTURAL OVERVIEW

## • Total Area Farmed

1986	=	6,696 ha.
1991	=	7,686 ha.
1996	=	10,007 ha.
2001	=	12,081 ha.
2006	=	8,282 ha.



## • Number of Farms<sup>4</sup> Reporting

1986	=	348
1991	=	396
1996	=	493
2001	=	490
2006	=	461

## - Average Farm Size

	1986 (Hectares)	1991 (Hectares)	1996 (Hectares)	2001 (Hectares)	2006 (Hectares)
<b>Regional District of Nanaimo</b>	<b>19.2</b>	<b>19.4</b>	<b>20.3</b>	<b>24.7</b>	<b>18.0</b>
Vancouver Island	23.8	22.8	19.1	21.6	18.1
British Columbia	126.5	124.4	115.8	127.5	142.9

## - Farm Size

	1986		1991		1996		2001		2006	
	Farms	Percent	Farms	Percent	Farms	Percent	Farms	Percent	Farms	Percent
<4 ha. (10 acres)	99	29%	132	33%	198	40%	189	39%	183	40%
4 to 52 ha. (10 to 129 acres)	212	61%	225	57%	252	51%	247	50%	241	52%
52 to 161 ha. (130 to 399 acres)	35	10%	34	9%	39	8%	44	9%	31	7%
>161 ha. (400 acres & greater)	2	<1%	5	1%	4	<1%	10	2%	6	1%
<b>Total</b>	<b>348</b>	<b>100%</b>	<b>396</b>	<b>100%</b>	<b>493</b>	<b>100%</b>	<b>490</b>	<b>100%</b>	<b>461</b>	<b>100%</b>

<sup>4</sup> Over time, the census definition of “farm” or “farm operation” has changed. An explanation of these changes can be found at: <http://www.statcan.ca/english/freepub/95-629-XIE/2007000/terms.htm#farm>. In 2006, an “agricultural operation” was defined as a farm, ranch or other agricultural operation producing agricultural products for sale or the intention of sale in the past 12 months. For a complete definition of agricultural operation and agricultural products, see: <http://www.statcan.ca/english/agcensus2006/glossary.htm#gt3>

Data source: Statistics Canada standard or custom tabulations, 1986, 2001, 2006 Census of Agriculture, unless otherwise noted.

# Regional District of Nanaimo AGRICULTURAL OVERVIEW

7

## • Tenure<sup>5</sup>

	1986		1991		1996		2001		2006	
	Hectares	% of Total	Hectares	% of Total	Hectares	% of Total	Hectares	% of Total	Hectares	% of Total
Farmland Owned	5,368	80%	6,095	79%	8,768	88%	10,485	87%	7,633	86%
Farmland Leased, etc.	1,327	20%	1,591	21%	1,239	12%	1,596	13%	1,293	14%
Total	6,695	100%	7,686	100%	10,007	100%	12,081	100%	8,926	100%

*In 2006, provincially, 55.4%  
of farmland was owned.*

## - Farmland Leased/Rented

	1986		1991		1996		2001		2006	
	Hectares	% of Total	Hectares	% of Total	Hectares	% of Total	Hectares	% of Total	Hectares	% of Total
From governments	na <sup>6</sup>	na	265	17%	128	10%	347	22%	x <sup>7</sup>	na
From others	na	na	1,326	83%	1,111	90%	1,043	65%	842	65%
Crop shared from others	na	na	na	na	na	na	206	13%	x	na
<u>Through other arrangements</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>x</u>	<u>na</u>
Total	na	na	1,591	100%	1,239	100%	1,596	100%	1,293	100%



<sup>5</sup> Note: Figures related to tenure for 2006 are not comparable to previous Census data due to a significant revision to the questionnaire and reformatting of the data by Statistics Canada. For this reason, the total area farmed in 2006 (p. 6) is not the same as the total in the Tenure table.

<sup>6</sup> "na" indicates that data was not available for the year and category in question.

<sup>7</sup> Throughout the report 'x' indicates that farms are reporting but further information is not provided for reasons of confidentiality.

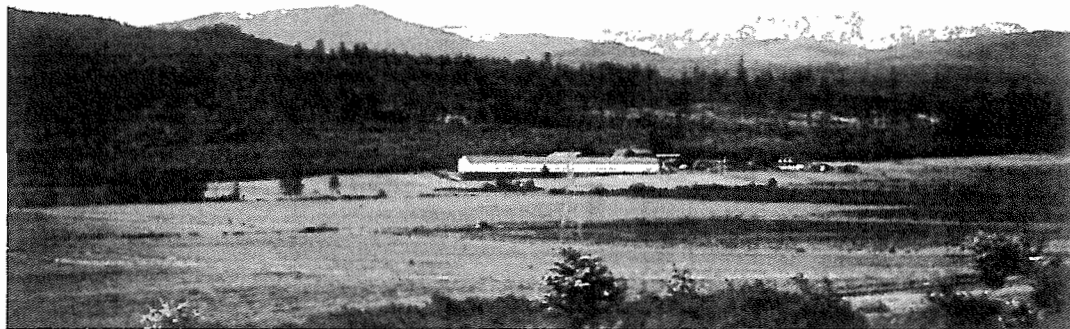
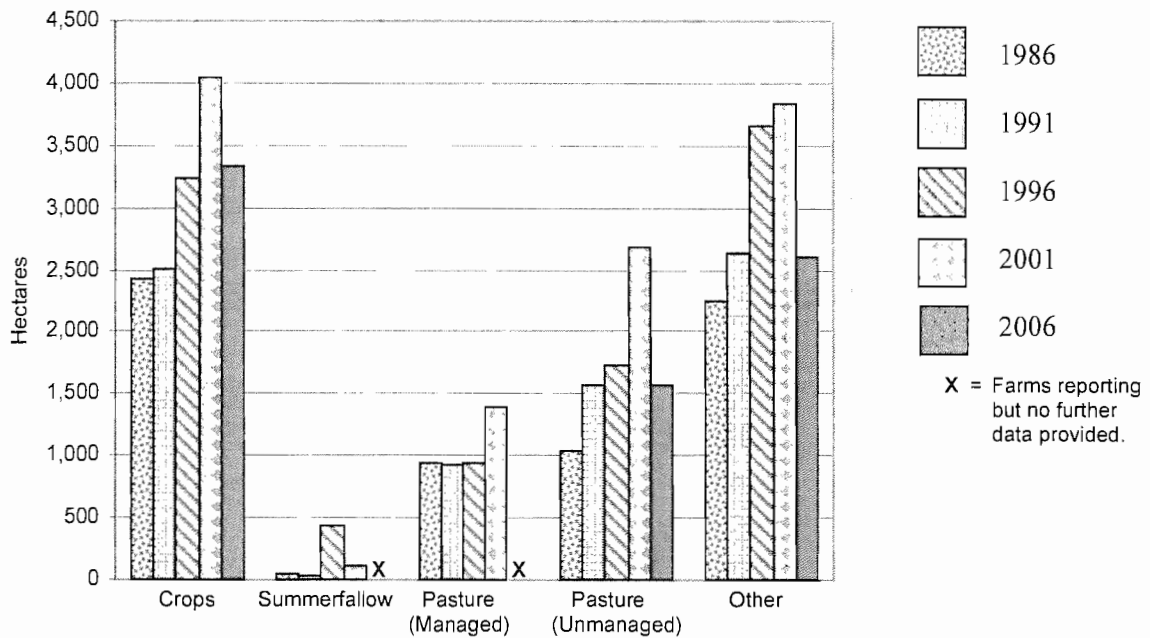
Data source: Statistics Canada standard or custom tabulations, 1986, 2001, 2006 Census of Agriculture, unless otherwise noted.

# 8 Regional District of Nanaimo AGRICULTURAL OVERVIEW

## • Hectares of Farmland in:

	1986		1991		1996		2001		2006	
	Farms	Hectares	Farms	Hectares	Farms	Hectares	Farms	Hectares	Farms	Hectares
Crops	234	2,429	254	2,508	310	3,235	333	4,050	294	3,333
Summerfallow	20	53	13	36	11	440	13	110	2	x
Pasture (managed)	174	938	174	925	132	945	155	1,389	113	x
Pasture (unmanaged)	124	1,033	182	1,578	227	1,731	235	2,690	217	1,564
Other <sup>8</sup>	na	2,243	344	2,639	440	3,656	390	3,842	383	2,599
Total <sup>9</sup>	na	6,696	na	7,686	na	10,007	na	12,081	na	8,282

**Graph 4 Farmland Use - 1986 to 2006**



<sup>8</sup> "Other" includes "Other Unimproved Land", "Other Improved Land" and "Woodland".

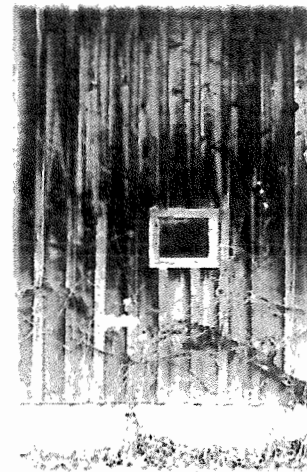
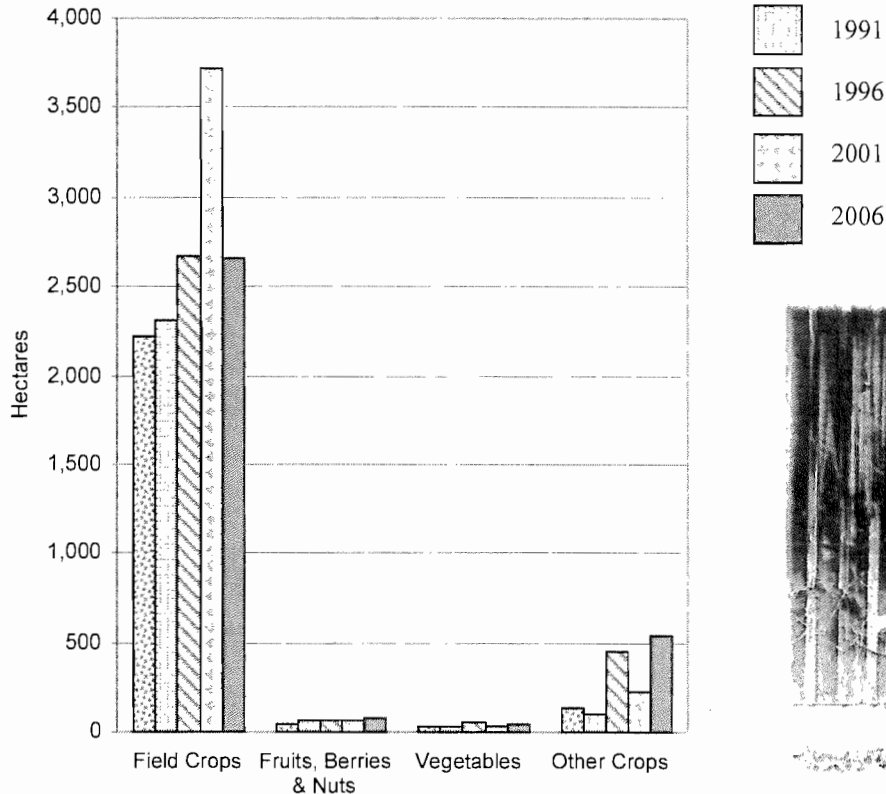
<sup>9</sup> Note: A total for the number of farms in each year is not provided to avoid double counting of mixed farms.

Data source: Statistics Canada standard or custom tabulations, 1986, 2001, 2006 Census of Agriculture, unless otherwise noted.

• **Crops (hectares)**

	<u>1986</u>	<u>1991</u>	<u>1996</u>	<u>2001</u>	<u>2006</u>
Field Crops <sup>10</sup>	2,219	2,308	2,671	3,716	2,662
Tree Fruits	24	37	40	na	na
Berries & Grapes	16	28	22	na	na
Fruits, Berries & Nuts <sup>11</sup>	na	na	na	69	83
Vegetables	38	30	55	38	49
<u>Other<sup>12</sup></u>	<u>132</u>	<u>105</u>	<u>447</u>	<u>227</u>	<u>539</u>
<b>Total</b>	<b>2,429</b>	<b>2,508</b>	<b>3,235</b>	<b>4,050</b>	<b>3,333</b>

**Graph 5 Crops - 1986 to 2006**



<sup>10</sup> Note: In the case of hectares in Field Crops, a total was not provided. In some cases, individual field crop area figures were not provided for reasons of confidentiality. As a result, the figures provided equal only the sum of those individual field crops in which Statistics Canada provides an area figure.

<sup>11</sup> In 1986, 1991 and 1996, data was split between 'Tree Fruits' and 'Berries & Grapes'. In 2001, this data was grouped as Fruits, Berries & Nuts resulting in no data being available (na) in this category in 1986, 1991 and 1996.

<sup>12</sup> "Other" Crops also account for area figures not provided due to confidentiality.

Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture, unless otherwise noted.

# 10 Regional District of Nanaimo AGRICULTURAL OVERVIEW

	1986		1991		1996		2001		2006	
	Farms	Hectares	Farms	Hectares	Farms	Hectares	Farms	Hectares	Farms	Hectares
<b>• Field Crops<sup>13</sup></b>	<b>na</b>	<b>2,219</b>	<b>na</b>	<b>2,308</b>	<b>na</b>	<b>2,671</b>	<b>na</b>	<b>3,716</b>	<b>na</b>	<b>2,662</b>
Wheat	1	x <sup>14</sup>	1	x	1	x	7	33	1	x
Oats	3	10	21	56	11	69	15	276	9	37
Barley	0	0	2	x	4	199	7	269	5	78
Mixed Grains	2	x	2	x	3	5	1	x	0	0
Corn for Grain	1	x	1	x	2	x	1	x	0	0
Buckwheat	0	0	0	0	3	1	0	0	1	x
Rye	1	x	3	x	2	x	5	6	1	x
Corn for Silage	10	93	12	72	11	93	10	x	3	69
Alfalfa	na	na	19	212	12	253	35	458	35	417
All other Tame Hay & Fodder Crops	na	na	171	1,885	175	1,976	179	2,596	148	1,981
Canola	0	0	0	0	1	x	0	0	1	x
Potatoes	5	x	12	83	14	75	19	76	12	80
Dry Field Peas	0	0	0	0	1	x	3	2	1	x
Dry White Beans	0	0	0	0	1	x	0	0	0	0
Sunflowers	0	0	0	0	3	x	1	x	0	0
Triticale	0	0	1	x	0	0	0	0	0	0
Forage seed for seed	0	0	1	x	0	0	1	x	1	x
Other field crops	3	3	4	x	2	x	2	x	0	0

## • Organic Farms



	Farms 2001	Farms 2006
<b>Total</b>	<b>5</b>	<b>5</b>
Hay / Field Crops	2	0
Fruits, Veg. or Greenhouse	5	4
Animal	2	2
Other	1	1



<sup>13</sup> Note: A total for the number of farms is not provided to avoid double counting in the case of mixed farms.

<sup>14</sup> Throughout the report, 'x' indicates that farms are reporting but information is not provided for reasons of confidentiality.

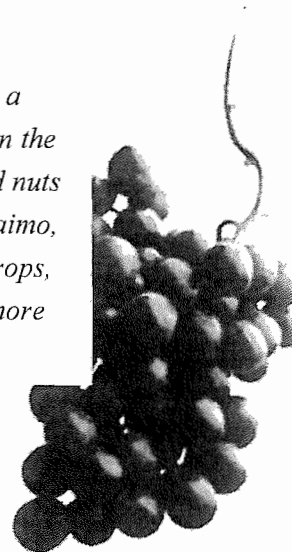
Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture, unless otherwise noted.



• **Fruits, Berries & Nuts**

	<u>1986</u>		<u>1991</u>		<u>1996</u>		<u>2001</u>		<u>2006</u>	
	Farms	Hectares	Farms	Hectares	Farms	Hectares	Farms	Hectares	Farms	Hectares
<b>Total</b>	<b>89</b>	<b>40</b>	<b>84</b>	<b>65</b>	<b>110</b>	<b>62</b>	<b>78</b>	<b>69</b>	<b>79</b>	<b>83</b>
Apples	50	11	38	17	60	20	50	19	40	16
Pears	43	3	26	3	41	3	19	2	19	2
Plums & Prunes	41	3	27	4	45	4	20	2	19	2
Sweet Cherries	40	2	21	2	39	2	15	x	14	1
Sour Cherries	8	1	5	0.4	7	0.8	1	x	2	x
Peaches	21	1	8	x	17	0.8	5	x	3	0
Apricots	7	x	7	x	9	x	3	x	0	0
Other tree fruits	18	1	13	10	23	9	na	na	na	na
Grapes	2	x	5	x	10	x	12	x	12	10
Strawberries	18	8	23	9	21	5	19	5	17	4
Raspberries	22	x	23	5	21	4	22	5	31	6
Cranberries	0	0	1	x	2	x	1	x	2	x
Blueberries	4	0.4	10	4	13	3	11	x	18	6
Saskatoons	na	na	na	na	na	na	1	x	1	x
Other berries	4	0.4	7	x	12	x	na	na	na	na
Other fruits, berries & nuts	na	na	na	na	na	na	26	11	29	15

*Since 1986, there has been a decrease of 10 farms involved in the production of fruits, berries and nuts in the Regional District of Nanaimo, but the land devoted to these crops, between 1986 and 2006, has more than doubled.*



Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture, unless otherwise noted.



# 12 Regional District of Nanaimo AGRICULTURAL OVERVIEW

## • Vegetables

	<u>1986</u>		<u>1991</u>		<u>1996</u>		<u>2001</u>		<u>2006</u>	
	<u>Farms</u>	<u>Hectares</u>	<u>Farms</u>	<u>Hectares</u>	<u>Farms</u>	<u>Hectares</u>	<u>Farms</u>	<u>Hectares</u>	<u>Farms</u>	<u>Hectares</u>
<b>Total</b>	<b>34</b>	<b>38</b>	<b>35</b>	<b>30</b>	<b>65</b>	<b>55</b>	<b>68</b>	<b>38</b>	<b>58</b>	<b>49</b>
Sweet Corn	19	7	19	7	35	20	22	11	23	17
Tomatoes	10	1	17	2	24	2	18	2	16	1
Cucumbers	11	2	15	3	22	2	18	1	18	2
Green Peas	8	0.4	12	1	13	x	12	0.8	16	1
Green / Wax Beans	7	0.4	12	1	21	2	17	2	20	2
Cabbage	7	1	7	2	13	0.8	6	x	6	0.4
Chinese Cabbage	na	na	0	0	1	x	3	x	0	0
Cauliflower	6	0.8	5	0.4	15	x	8	0.4	10	1
Broccoli	6	0.4	9	1	21	2	8	0.8	10	3
Brussels Sprouts	1	x	1	x	4	x	4	x	4	0
Carrots	12	1	15	2	17	2	15	0.8	13	x
Rutabagas / Turnips	5	x	2	x	4	x	4	x	4	1
Beets	4	0.4	14	1	13	x	16	0.8	16	1
Radishes	3	x	4	2	4	x	3	x	3	x
Shallots / Green Onions	3	x	6	0.4	12	0.4	5	x	6	x
Dry / Other Onions	6	x	5	0.4	11	0.4	10	0.8	9	1
Celery	2	x	3	x	6	x	2	x	3	x
Lettuces	7	0.8	11	1	17	2	17	1	13	1
Spinach	5	x	5	0.4	9	0.4	5	x	8	0.4
Peppers	5	x	8	1	12	2	8	0.4	5	x
Squash, Pumpkins & Zucchini	6	x	10	1	22	5	27	6	na	na
Pumpkins	na	na	na	na	na	na	na	na	15	6
Squash / Zucchini	na	na	na	na	na	na	na	na	24	3
Asparagus	5	x	5	3	3	x	4	0.4	4	0
Rhubarb	4	x	8	0.4	14	x	11	x	na	na
Parsnips	2	x	na	na	na	na	na	na	na	na
Cantaloupes & Melons	3	x	na	na	na	na	na	na	na	na
Other Vegetables	7	2	9	1	26	6	23	7	28	5

## • Mushrooms (Growing Area)

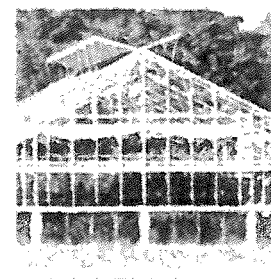
<u>1986</u>		<u>1991</u>		<u>1996</u>		<u>2001</u>		<u>2006</u>	
<u>Farms</u>	<u>Sq. Metres</u>	<u>Farms</u>	<u>Sq. Metres</u>	<u>Farms</u>	<u>Sq. Metres</u>	<u>Farms</u>	<u>Sq. Metres</u>	<u>Farms</u>	<u>Sq. Metres</u>
0	0	2	x	2	x	1	x	0	0

Data source: Statistics Canada standard or custom tabulations, 1986, 2001, 2006 Census of Agriculture, unless otherwise noted.

• **Greenhouse Production**

	1986			1991			1996		
	Farms	Sq. M.	% of Total	Farms	Sq. M.	% of Total	Farms	Sq. M.	% of Total
Flowers	15	11,358	85%	14	5,402	22%	26	23,977	41%
Vegetables	6	823	6%	na <sup>15</sup>	na	na	23	x	na
Other Greenhouse Products	4	729	6%	6	x	na	11	x	na
Not in Use on date of census	na	na	na	na	3,028	12%	na	656	1%
<b>Total<sup>16</sup></b>	<b>23</b>	<b>13,301</b>	<b>100%</b>	<b>30</b>	<b>25,111</b>	<b>100%</b>	<b>45</b>	<b>59,094</b>	<b>100%</b>

	2001 <sup>17</sup>			2006		
	Farms	Sq. M.	% of Total	Farms	Sq. M.	% of Total
Flowers	34	18,525	51%	34	23,828	na
Vegetables	26	7,157	20%	17	x	na
Other Greenhouse Products	19	1,719	5%	16	x	na
Not in Use on date of census	na	x	na	na	x	na
<b>Total<sup>16</sup></b>	<b>57</b>	<b>na</b>	<b>100%</b>	<b>54</b>	<b>x</b>	<b>100%</b>



	1986		1991		1996		2001		2006	
	Farms	Ha.	Farms	Ha.	Farms	Ha.	Farms	Ha.	Farms	Ha.
• <b>Nursery Products</b>	12	28	24	34	46	55	56	56	38	49
• <b>Sod Grown for Sale</b>	1	x	3	8	5	25	5	24	3	17
• <b>Christmas Trees</b>	na	na	na	na	20	173	12	78	18	48
• <b>Maple Tree Taps</b>	na	na	na	na	na	na	0	0	5	702

<sup>15</sup> In 1991 the Census of Agriculture did not provide an overall figure for area of greenhouse vegetables but did indicate that within the Regional District of Nanaimo there were 4,565 sq. m of greenhouse tomatoes and 2,616 sq. m. in greenhouse cucumbers and 2 farms growing greenhouse lettuce.

<sup>16</sup> Note: A single greenhouse may be engaged in more than one form of production.

<sup>17</sup> The 2001 Census of Agriculture does not provide a total for area under glass in the Regional District as a whole. By adding up the sq. metres for individual census subdivisions within the Regional District where data is provided, there were 36,162 sq. metres under glass in these areas. It can be concluded, therefore, that the Regional District of Nanaimo had at least this amount of land under glass in 2001. Figures for greenhouses growing flowers, vegetables and other greenhouse products in 2001 were similarly calculated.

Data source: Statistics Canada standard or custom tabulations. 1986, 2001, 2006 Census of Agriculture, unless otherwise noted.

# 14 Regional District of Nanaimo AGRICULTURAL OVERVIEW

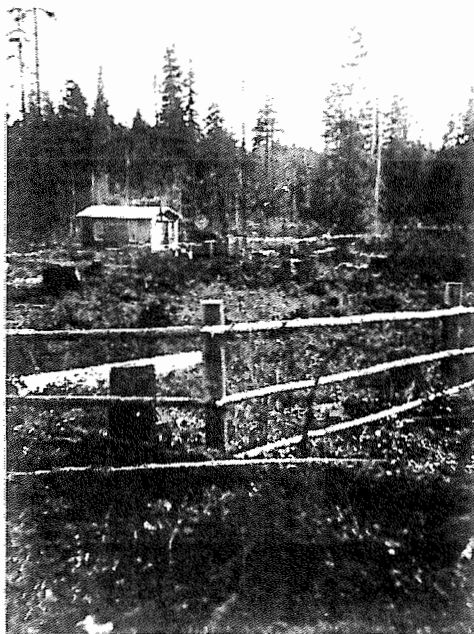
## • Livestock

	1986		1991		1996		2001		2006	
	Farms	Livestock	Farms	Livestock	Farms	Livestock	Farms	Livestock	Farms	Livestock
Hens & Chickens	187	92,246	174	113,697	182	158,643	193	145,129	169	93,753
Turkeys	19	1,177	36	767	18	x	27	574	24	494
Total Other Poultry	54	4,998	60	1,835	55	3,737	65	1,080	46	2,102
Cattle & Calves	199	4,614	206	5,003	208	4,912	179	5,787	138	3,326
- Milk Cows	44	826	35	1,055	27	810	13	736	8	456
- Beef Cows	136	1,133	137	1,218	152	1,347	119	1,618	97	947
Pigs	54	3,140	50	3,628	62	3,457	44	921	30	267
Sheep & Lambs	50	1,399	73	1,682	71	1,775	91	2,140	69	1,645
Horses & Ponies	103	389	117	489	133	625	127	676	119	632
Goats	18	144	28	117	35	229	28	367	25	149
Rabbits	32	637	33	706	33	670	10	287	na	na
Wild Boar	na	na	na	na	na	na	1	x	0	0
Bison	0	0	0	0	0	0	0	0	1	x
Llamas & Alpacas	na	na	na	na	6	37	12	182	27	402
Colonies of Bees for Honey	na	na	23	663	21	1,038	29	1,269	23	601

"Tom Browne's first farm at Hilliers"

Between  
1910 and 1919

Source: BC Archives  
Call No. B-07873



Data source: Statistics Canada standard or custom tabulations. 1986, 2001, 2006 Census of Agriculture, unless otherwise noted.

• **Land Management Practices**

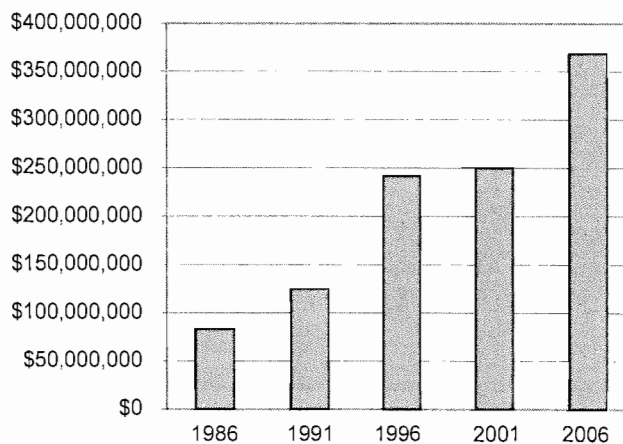
	1986		1991		1996		2001		2006	
	<u>Ha.</u>	<u>% of Farmland</u>	<u>Ha.</u>	<u>% of Farmland</u>	<u>Ha.</u>	<u>% of Farmland</u>	<u>Ha.</u>	<u>% of Farmland</u>	<u>Ha.</u>	<u>% of Farmland</u>
• Irrigation	413	6%	470	6%	891	9%	703	6%	902	11%
• Commercial Fertilizers	2,172	32%	2,245	29%	3,170	32%	2,851	24%	2,735	33%
• Manure <sup>18</sup>	na	na	1,510	16%	1,258	13%	1,207	10%	983	12%
• Herbicides	223	3%	196	3%	999	10%	923	8%	1,249	15%
• Insecticides & Fungicides <sup>19</sup>	128	2%	138	2%	na	na	na	na	na	na
• Insecticides	na	na	na	na	236	2%	154	1%	311	4%
• Fungicides	na	na	na	na	114	1%	195	2%	235	3%

• **Total Farm Capital**

1986 =	\$83,236,767
1991 =	\$124,980,243
1996 =	\$241,929,105
2001 =	\$249,031,421
2006 =	\$369,169,959

*About 96% of the increase in the total farm capital in the Regional District of Nanaimo between 1991 and 2006 (years of available data) is attributable to increases in the value of land and buildings.*

**Graph 6**  
**Total Farm Capital - 1986 to 2006 -**



**Division of Capital - 2006 (only)**

	<u>Value (\$)</u>	<u>% of Total</u>
• Land and Buildings	\$340,664,601	92%
• Farm Machinery & Equipment	\$24,138,529	7%
• Livestock & Poultry	\$4,366,829	1%

<sup>18</sup> In the case of some forms of manure application, data was not provided. Figures represent only where data is provided.

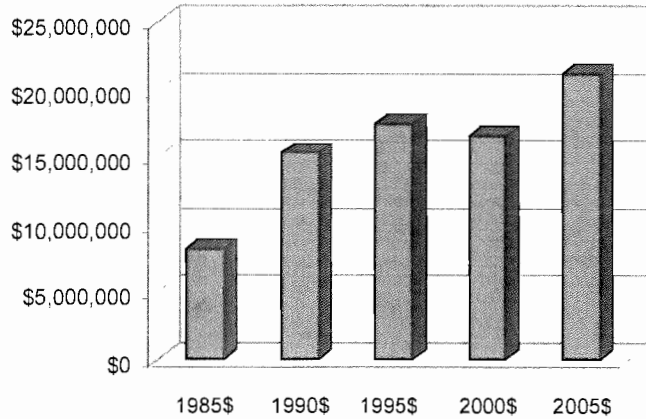
<sup>19</sup> In the 1986 and 1991 Census of Agriculture, insecticides and fungicides were grouped together but split in 1996, 2001 and 2006.

data source: Statistics Canada standard or custom tabulations. 1986, 2001, 2006 Census of Agriculture unless otherwise noted.

# 16 Regional District of Nanaimo AGRICULTURAL OVERVIEW

## • Total Gross Farm Receipts

Graph 7  
Total Gross Farm Receipts  
- 1986 to 2006 -



1986 =	\$8,273,850	(1985\$)
1991 =	\$15,335,020	(1990\$)
1996 =	\$17,508,293	(1995\$)
2001 =	\$16,612,719	(2000\$)
2006 =	\$21,186,317	(2005\$)

## - Average Gross Farm Receipts per Farm

	<u>1985</u>	<u>1990</u>	<u>1995</u>	<u>2000</u>	<u>2005</u>
Regional District of Nanaimo	\$23,775	\$38,725	\$35,514	\$33,904	\$45,957
Vancouver Island	\$37,865	\$47,690	\$50,385	\$51,058	\$58,974
British Columbia	\$55,552	\$68,723	\$84,233	\$113,736	\$133,641

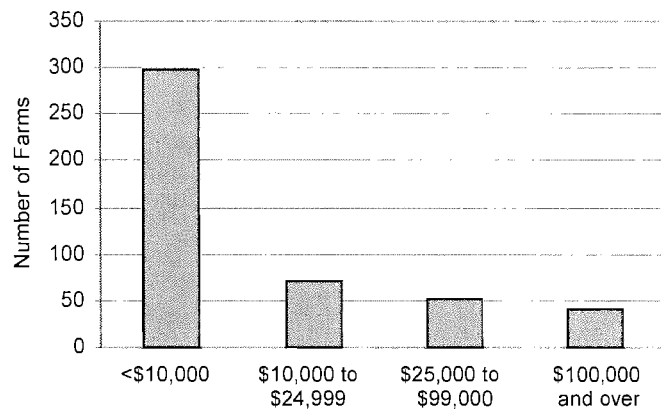


Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture. Unless otherwise noted.

**- Number of Farms by Total Gross Farm Receipts 2006 (2006\$)**

	<u>Regional District of Nanaimo</u>		<u>British Columbia</u>	
	<u>Farms</u>	<u>% of RD Total</u>	<u>Farms</u>	<u>% of BC Total</u>
< \$10,000	299	65%	9,466	48%
\$10,000 - \$24,999	71	15%	3,194	16%
\$25,000 - \$99,999	51	11%	3,629	18%
\$100,000 & over	<u>40</u>	<u>9%</u>	<u>3,555</u>	<u>18%</u>
Total	461	100%	19,844	100%

**Graph 8** Number of Farms by Total Gross Farm Receipts (2005\$)



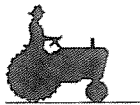
**• Total Operating Expenses & Cash Wages Paid**

	<u>Expenses</u>	<u>Wages</u>
1985\$	= \$8,953,572	\$1,437,777
1990\$	= \$13,239,021	\$2,504,456
1995\$	= \$18,317,094	\$3,591,970
2000\$	= \$17,323,886	\$3,717,703
2005\$	= \$21,274,867	\$4,932,014

	<u>1985</u>	<u>1990</u>	<u>1995</u>	<u>2000</u>	<u>2005</u>
<b>• Total Paid Labour</b> (weeks)	4,829	6,727	8,897	7,681	8,470

**- Year Round vs. Seasonal Paid Labour**

% Year Round	61%	66%	52%	57%	52%
% Seasonal	39%	34%	48%	43%	48%
<i>% Year Round British Columbia</i>	47%	51%	57%	62%	63%



Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture, unless otherwise noted.

## BC Agriculture - A Snapshot

Agriculture is a significant and expanding industry in British Columbia with more than 290,000 people employed on farms, ranches, orchards, greenhouses, nurseries, as well as warehouses, veterinary offices, hatcheries, grocery stores, and other food-related services in 2006. The primary agriculture sector generates more than \$782 million towards the province's total Gross Domestic Product. Although the industry is relatively small by itself, it contributes significantly to spinoffs in the food processing, food wholesaling, food retailing and food service sectors. This translates in total gross revenues for this industry of more than \$36 billion a year.

No. of Farms	-	19,844
Total Area of Farms	-	2,835,458 ha

Climatic conditions in the province make it possible for British Columbia farmers to grow a wide variety of crops - approximately 200 different commodities. The top farm commodities in terms of sales in 2006 B.C. were dairy, chicken, floriculture, cattle, nursery, greenhouse tomatoes, mushrooms, calves, and blueberries. Total farm cash receipts reached \$2.3 billion in 2006 and total crop receipts reached over \$1.1 billion in 2006. The livestock sector, which includes cattle, hogs, poultry, eggs, dairy, honey, fur and game-farm animals, reached \$1.2 billion in 2006.

The **Southern Interior** is well-suited for the production of tree fruits and grapes. The **Fraser Valley** and southern **Vancouver Island**, with a cooler, wetter climate, are extremely favourable for the production of berries and vegetables. Most of the province's grain and oilseed crops are grown in the **Peace River** region.

Beef cattle are concentrated in the **North, Cariboo** and **Thompson-Okanagan** regions. Large dairy herds are found mostly in the **Lower Mainland**, southeastern **Vancouver Island** and the **Okanagan-Shuswap** area. Hog, poultry and egg production are concentrated in the **Lower Mainland**.



Commodity	BC Share of Canada's Gross Farm Receipts	National Ranking
Sweet Cherries	84.6%	1
Raspberries	58.1%	1
Blueberries	49.3%	1
Cranberries	45.0%	1

Nationally, B.C. ranked 2<sup>nd</sup> in a further eight agricultural commodities - greenhouse peppers, greenhouse tomatoes, nursery products, apples, grapes, mushrooms, floriculture and greenhouse cucumbers.

From: "Fast Stats - Agriculture, Aquaculture and Food 2007"  
 Ministry of Agriculture and Lands

Data source: Statistics Canada standard or custom tabulations. 1996, 2001, 2006 Census of Agriculture unless otherwise noted

**Sources:**

- Statistics Canada, British Columbia Agriculture, 1986, Census Catalogue 96-112.
- Statistics Canada, Small Area Data British Columbia, July 1992.
- Statistics Canada, 1996 Census of Agriculture Profile Data - British Columbia.
- Statistics Canada, 2001 Census of Agriculture Profile Data - British Columbia
- Statistics Canada, 2006 Census of Agriculture - Farm data and farm operator data.
- Ministry of Municipal Affairs Recreation and Culture, Statistics Relating to Regional and Municipal Governments in British Columbia, 1990.
- Ministry of Municipal Affairs, Municipal Statistics (including Regional Districts), March , 1998.
- Correspondence: Ministry of Community Services
- Statistical Reports and Files of the Provincial Agricultural Land Commission.

**Sources: Photos and Illustrations**

All photos and illustrations are from the BC Ministry of Agricultural and Lands with the exception of the following:

- Page 2 - Map - Regional District of Nanaimo website at: <http://www.rdn.bc.ca/?w=319>
- Page 4 - ALR Map produced by the Resource Management Branch. Data provided by Integrated Land Management Bureau, Ministry of Agriculture and Lands.
- Page 7 - B. Smith
- Page 10 - B. Smith
- Page 14 - BC Archives: Call No. B-07873 and B. Smith (Beef Cows)
- Page 16 - B. Smith (Barn Window)

**WANT MORE INFORMATION ABOUT  
AGRICULTURE IN B.C.?**

**See:**

the Ministry of Agriculture and Lands at:

<http://www.al.gov.bc.ca>

the Provincial Agricultural Land Commission at:

<http://www.alc.gov.bc.ca>

Agriculture and Agri-Food Canada at:

<http://www.agr.gc.ca/>



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

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Sustainable Agriculture  
Management Branch



Ministry of  
Agriculture and Lands

July 2008

Data source: Statistics Canada standard or custom tabulations, 1996, 2001, 2006 Census of Agriculture unless otherwise noted.