

AGENDA FOR THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING
TO BE HELD IN THE BOARD ROOM, CITY HALL,
ON MONDAY, 2011-JUN-20, COMMENCING AT 4:30 P.M.

1. **CALL THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING TO ORDER:**

2. **INTRODUCTION OF LATE ITEMS:**

3. **ADOPTION OF AGENDA:**

4. **ADOPTION OF MINUTES:**

- (a) Minutes of the Regular Finance / Policy Committee of the Whole Meeting held in the Board Room, City Hall, on Monday, 2011-APR-18 at 3:03 p.m.

Pg. 4-9

5. **PRESENTATIONS:**

6. **DELEGATIONS PERTAINING TO AGENDA ITEMS: (10 MINUTES)**

- (a) Delegations Pertaining to the 2010 Annual Report.

7. **COMMISSION REPORTS:**

8. **COMMITTEE REPORTS:**

9. **STAFF REPORTS: (blue)**

ADMINISTRATION:

- (a) **Island Corridor Foundation – Licence of Occupation**

Pg. 10-27

Staff's Recommendation: That Council approve the Licence of Occupation Agreement between the Regional District of Nanaimo, City of Nanaimo, District of Lantzville, City of Parksville, Town of Qualicum Beach and the Island Corridor Foundation for the term of 25 years from 2011 to 2035.

CORPORATE SERVICES:

- (b) **2011 UBCM Resolutions** Pg. 28-30

Staff's Recommendation: That Council consider adopting any resolutions deemed appropriate for consideration at the 2011 Union of British Columbia Municipalities Convention.

- (c) **2010 Annual Municipal Report** Pg. 31-32

Staff's Recommendation: That Council approve the 2010 Annual Municipal Report.

[A copy of the 2010 Annual Municipal Report is available for viewing in the Finance Department and Legislative Services Department, or on the City of Nanaimo Website:

<http://www.nanaimo.ca/assets/Departments/Finance/Budget~and~Financial~Reports/Financial~Reports/2010AnnualReport.pdf>]

- (d) **2010 Statement of Financial Information** Pg. 33-59

Staff's Recommendation: That Council approve the City of Nanaimo 2010 Statement of Financial Information for filing with the Ministry of Community, Sport and Cultural Development.

COMMUNITY SERVICES:

- (e) **Customer Service Levels for Engineering and Public Works** Pg. 60-61

PowerPoint presentation by Mr. T. M. Hickey, General Manager of Community Services, regarding Customer Service Levels for Engineering and Public Works.

Staff's Recommendation: That Council provide input on customer service levels.

10. **INFORMATION ONLY ITEMS:**

- (a) Report from Mr. G. Franssen, Manager of Sanitation and Recycling, re: Refuse and Recycling Collection Route Addition. Pg. 62-63
- (b) Report from Mr. T. M. Hickey, General Manager of Community Services, re: Water Treatment Plant Referendum Information. Pg. 64-67
- (c) Report from Mr. I. Howat, Director of Strategic Relationships, re: Interim Appointees to the Nanaimo Economic Development Corporation Board of Directors. Pg. 68-69

11. **CORRESPONDENCE:**

12. **NOTICE OF MOTION:**

13. **OTHER BUSINESS:**

14. **DELEGATIONS PERTAINING TO ITEMS NOT ON THE AGENDA:**
(10 MINUTES)

(a) None.

15. **QUESTION PERIOD:** *(Agenda Items Only)*

16. **PROCEDURAL MOTION:**

It was moved and seconded that Council move “In Camera” in order to deal with the following matters under the *Community Charter* Section 90(1):

- (f) law enforcement, if the Council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment; and,
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public.

17. **ADJOURNMENT:**

MINUTES OF THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING
HELD IN THE BOARD ROOM, CITY HALL,
ON MONDAY, 2011-APR-18 COMMENCING AT 3:03 P.M.

PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick
Councillor G. E. Greves
Councillor W. J. Holdom
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor J. F. K. Pattje
Councillor L. J. Sherry

Absent: Councillor M. W. Unger

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
I. Howat, Director of Strategic Relationships
B. E. Clemens, Director of Finance
T. M. Hickey, Director of Engineering and Public Works
T. P. Seward, Director of Development
Superintendent McPhail, OIC, Nanaimo Detachment RCMP
S/Sgt. B. Wright, Operation Support, NCO
M. Dietrich, Municipal Manager, Police Services
Chief R. Lambert, Nanaimo Fire Rescue
A. J. Tucker, Director of Planning
R. J. Harding, Director of Parks, Recreation and Culture
B. Prokopenko, Acting Senior Manager, Engineering
T. Kraft, Manager, Engineering Projects
A. McDonagh, Subdivision Approval Manager/Deputy Approving Officer
S. Graham, Manager, Financial Planning & Payroll
L. Coates, Manager, Accounting Services
G. Franssen, Manager, Sanitation, Recycling & Cemeteries
(arrived 4:30 p.m.)
J. E. Harrison, Manager of Legislative Services
L. Dennis, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Regular Finance / Policy Committee of the Whole Meeting was called to order at
3:03 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Delete Agenda pages 62-63, Item 9 (f) – Staff Reports – 2010 Annual Financial Report.

3. ADOPTION OF AGENDA:

It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the Regular Finance / Policy Committee of the Whole Meeting held in the Board Room, City Hall on Monday, 2011-APR-04 at 4:30 p.m. be adopted as circulated. The motion carried unanimously.

5. DELEGATIONS PERTAINING TO AGENDA ITEMS:

- (a) Delegations Pertaining to the 2011 – 2015 Financial Plan.

Fred Taylor, 204 Emery Lane, spoke about the ads regarding the financial plan information that are published in the Daily News and pointed out that the Council contact information needs to be updated.

6. COMMISSION REPORTS:

- (a) Nanaimo Athletic Commission – Proposed Revision of the City Council Policy Regarding Serving Alcohol at Nanaimo Athletic Commission Sanctioned Events

It was moved and seconded that Council:

1. suspend Council Policy regarding “Serving Alcohol at Nanaimo Athletic Commission Events” as adopted on 2005-SEP-12; and,
2. approve alcohol being served on a trial basis at combative sporting events.

The motion carried unanimously.

7. MAYOR'S REPORT:

Mayor Ruttan announced that in the recent fDi Magazine survey “American Cities of the Future 2011/12” Nanaimo ranked third in infrastructure and fifth for quality of life in the micro-cities category. This survey includes data collected on 405 cities across North and South America.

8. COMMITTEE REPORTS:

(a) Social Planning Advisory Committee – 2011 Community Service Grants

It was moved and seconded that Council approve the allocation of the first round of Community Service Grants as noted below:

Applicant	Purpose	Amount
Tillicum Lelum Aboriginal Friendship Centre	To supplement the budget for the Centre's 'After School Nutrition Break Program'.	\$1,000
Nanaimo Seniors Visiting Society	Operational support.	\$2,000
Nanaimo Men's Resource Centre	To assist their 'Family Crisis Support Services Program'.	\$2,000
St. Andrew's Presbyterian Church	To provide fruit twice a month with their soup & sandwich lunch.	\$1,200
The Victoria Human Exchange	To set up a house in Nanaimo for people in need of transitional housing.	0
Start With Art Nanaimo	Operational support.	0
Nanaimo Family Life Association	To assist their 'Essential Life Skills Training Programs'.	0
Nanaimo Community Kitchens Society	To operate a 'Cooking on a Budget' program.	0
Nanaimo Citizen Advocacy	Operational support.	0
Altrusa International of Nanaimo	To assist their 'Provide Opportunities Working with Educational Resources Program'.	0
Nanaimo Unique Kids Org.	To cover in part recreational and operating costs for their summer program.	0
Island Crisis Care Society	To split their large office into two small offices to provide privacy for their clients.	0
Nanaimo Foodshare Society	To support the 'Gleaning Program'.	0
Nanaimo Community Gardens Society	To allow them to work with their volunteers and increase the impact of their educational programming.	0
Total		\$6,200

The motion carried unanimously.

9. STAFF REPORTS:

ADMINISTRATION:

(a) Conflict Policy

It was moved and seconded that Council approve the conditions, parameters, process and roles contained in the Staff Report.

It was moved and seconded that the motion be amended to state that when Staff or the Mayor become aware of a member of Council that may be in a conflict of interest or a perceived conflict of interest, they shall inform that member of Council and the balance of Council within 24 hours.

It was moved and seconded that the Conflict Policy Report be referred back to Staff. The motion carried unanimously.

COMMUNITY SAFETY AND DEVELOPMENT:

(b) LA24 / Application for a Liquor Primary License – 101 Gordon Street

It was moved and seconded that Council direct Staff to:

1. proceed with the application to change the food primary liquor license to a liquor primary liquor license at the Vancouver Island Conference Centre;
2. provide “no comment” to the Liquor Control Licensing Branch with regards to this application; and,
3. endorse the Policy Guidelines (Attachment A of the Staff Report) and provide these to Vancouver Island Conference Centre management for the purpose of determining suitability of events for the Vancouver Island Conference Centre.

The motion carried.

Opposed: Councillor Johnstone

(c) Marine Fire and Rescue Capability

It was moved and seconded that Council direct Staff to include \$80,000 in the final 2011 financial plan to partner with the Port of Nanaimo and increase marine fire and rescue capacity within the harbour. The motion carried.

Opposed: Councillor Sherry

(d) Subdivision Approval – Park and Cash-In-Lieu – 1865 Bowen Road (SUB00876)

It was moved and seconded that Council approve the payment of cash-in-lieu of park for the fee simple subdivision of lands as described as Lot 60, DL 23G, Plan 15154, LD 58, except that part in Plan VIP88577, Civic address: 1865 Bowen Road (SUB00876). The motion carried unanimously.

CORPORATE SERVICES:

(e) 2011 - 2015 Financial Plan Bylaw

It was moved and seconded that Council direct Staff to prepare an amendment to “FINANCIAL PLAN BYLAW 2011 NO. 7121” and prepare the tax rate bylaw for three readings on 2011-MAY-02, based on the information contained in the report. The motion carried unanimously.

(f) 2010 Annual Financial Report

It was moved and seconded that Council accept the unaudited 2010 Annual Financial Report for the City of Nanaimo. The motion carried unanimously.

(g) Gas Tax Innovations Fund – Capital Projects Grant Program

It was moved and seconded that Council endorse the Energy Recovery System at Reservoir No. 1 as the application to be submitted for the 2011-APR-29 intake for the Gas Tax Innovations Fund - Capital Projects. The motion carried unanimously.

(h) Gas Tax General Strategic Priorities Fund – Capital Projects Grant Program

It was moved and seconded that Council endorse the Reservoir No. 1 and Pipeline Construction Project as the application to be submitted for the 2011-APR-29 intake for the Gas Tax General Strategic Priorities Fund – Capital Projects. The motion carried unanimously.

COMMUNITY SERVICES:

(i) Transportation Plan – Gas Tax Grant Application

It was moved and seconded that Council submit a grant application to the Government of Canada's Gas Tax Fund – (General Strategic Priorities Fund - Integrated Community Sustainability) in partnership with the Regional District of Nanaimo and District of Lantzville to support regional transportation planning. The motion carried unanimously.

(j) 2241 Bowen / 2230 Boxwood Brownfield Renewal Funding Program

It was moved and seconded that Council authorize Staff to make an application to the Brownfield Renewal Funding Program to assist in the soils investigation study for 2241 Bowen Road and 2230 Boxwood Road. The motion carried unanimously.

(k) Supply, Installation and Maintenance of Infilled Synthetic Turf System

It was moved and seconded that Council award the contract for Supply, Installation and Maintenance of Infilled Synthetic Turf System to the low tenderer, GTRTURF Team Rochon Inc., for the low bid of \$615,012.16. The motion carried unanimously.

10. INFORMATION ONLY ITEMS:

- (a) Report from Mr. G. Franssen, Manager of Sanitation, Recycling and Cemeteries, re: Collection and Disposal of Sanitary Materials.
- (b) Report from Mr. K. Felker, Manager of Purchasing and Stores, re: Quarterly Contract Report.
- (c) Report from Ms. L. Coates, Manager of Accounting Services, re: 2010 Surplus Allocation.

- (d) Report from Mr. S. Ricketts, Manager of Engineering Construction, re: Cilaire Subdivision Utility Replacement – Phase 1.

11. QUESTION PERIOD:

Fred Taylor, re: Marine fire and rescue capability.

12. PROCEDURAL MOTION:

It was moved and seconded that Council move "In Camera" in order to deal with the following matters under the *Community Charter* Section 90(1):

- (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure might reasonably be expected to harm the interests of the municipality;
- (f) law enforcement, if the Council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment; and,
- (g) litigation or potential litigation affecting the municipality.

The motion carried unanimously.

Council moved into "In Camera" at 5:03 p.m.

Council moved out of "In Camera" at 7:04 p.m.

13. ADJOURNMENT:

It was moved and seconded at 7:04 p.m. that the meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

MANAGER,
LEGISLATIVE SERVICES

STAFF REPORT

REPORT TO: A.C. KENNING, CITY MANAGER

FROM: D.W. HOLMES, ASSISTANT CITY MANAGER/GENERAL MANAGER OF
CORPORATE SERVICES

RE: ISLAND CORRIDOR FOUNDATION - LICENCE OF OCCUPATION

STAFF'S RECOMMENDATION:

That Council approve the Licence of Occupation Agreement between the Regional District of Nanaimo, City of Nanaimo, District of Lantzville, City of Parksville, Town of Qualicum Beach and the Island Corridor Foundation for the term of 25 years from 2011 to 2035.

EXECUTIVE SUMMARY:

The Island Corridor Foundation (ICF) and staff representing the RDN and member municipalities have concluded discussions on a Licence Agreement for the Vancouver Island Rail Corridor. The core of this agreement is that ICF will grant the RDN and member municipalities the right to construct a four metre wide trail for pedestrian, horseback or bicycle use, as well as the placement of fibre optic cable. There will be no annual licence fees for these uses.

In return, member municipalities agree that ICF will not have to pay property taxes for this property. The Province has already agreed that there will be no property taxes on the portion of the Island Corridor in the electoral areas.

This report is essentially the same as the one received at the Regional District of Nanaimo Board.

BACKGROUND:

The E&N corridor was identified in the 2005 – 2015 Regional Parks and Trails Plan as a priority for trail development. In June 2008, the RDN and member municipalities began discussion with the Island Corridor Foundation on obtaining a Licence of Occupation that would provide the access to the corridor for a Trail by Rail System and other public utility works.

The Island Corridor Foundation, a non-profit society representing communities along the corridor, owns the rail corridor. There are two parts of the right-of-way within the Region: a portion of the Victoria subdivision from Cassidy to Cook Creek; and a portion of the Port Alberni subdivision from Parksville to Cathedral Grove. In total, there is about 118 km of rail corridor through the Region, of which 38 km lies within the four municipalities and 80 km lies in the electoral areas.

☐ Council
☒ Committee *ELPCOW*
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: *2011-jun-20*

The base of the Agreement was built upon one developed between the Capital Regional District and ICF. In the CRD Agreement, permissive tax exemptions were granted in exchange for access to the rail corridor for trail use. In the event the tax exemption was not granted by a municipality, the equivalent value of the tax was charged by ICF by way of a fee. For sections of the rail corridor outside municipal boundaries, ICF has received from the Province tax exemption for their lands in the rural areas.

Parallel to the discussions with ICF, the RDN partnered with the Capital Regional District, Cowichan Valley Regional District, Comox Valley Regional District and Alberni Clayoquot Regional District on developing the *Vancouver Island Rail Corridor Rail-with-Trail Design Guidelines*. The purpose of the guidelines was to have a standardization of trail construction along the corridor in urban, suburban and rural settings. In June 2009 the guidelines were completed and agreed to by ICF. These Guidelines have now been included in the Agreement that is under consideration for approval.

After many months of negotiation on the Licence of Occupation Agreement, the parties have now reached agreement on the terms and conditions of the Licence. Attached as Appendix I is the Licence of Occupation. A summary of the key sections included in the Agreement is provided below.

Licence of Occupation

Section 2.0 - Right to Use states the RDN, City of Nanaimo, District of Lantzville, City of Parksville and the Town of Qualicum Beach (Grantees) will be able to construct a trail four metre wide within a five – eight metre corridor for pedestrian, horseback or bicycle use. The Corridor can also be used for fibre optic cables supporting administrative services of local government.

The Agreement also provides for ICF to consider granting a statutory right of way for physical utility works associated with the local government utilities of water, storm drainage and sewer. There is a file opening fee of \$2,000 that will provide ICF funding to review such requests.

This section also provides language to deal with relocation of constructed trail. Should the trail need to be relocated to accommodate operational need of the ICF, and the section was built per the *Vancouver Island Rail Corridor Rail-with-Trail Design Guidelines*, the relocation cost will be at the sole expense and cost of ICF.

Section 6.1 – Consideration states within seven days of the date of signing the Agreement, a one-time non-refundable administrative charge of \$5,000 is to be paid. This fee will be paid by the Regional District through the Regional Parks and Trails Function.

Under Section 6.2, the Grantees in each year of this Agreement, either:

- (a) grant to the Grantor, exemption from any and all real property taxes payable by the Grantor to each of the Grantees with respect to the Lands; or
- (b) pay to the Grantor an amount equivalent to the real property taxes payable by the Grantor to each of the Grantees.

ICF also agrees to waive any and all fees, rentals or other charges under Section 6.4 related to the trail or trail crossings provided always that the maintenance of the trail and crossings are the specific responsibility of the Grantees.

The Term of the Agreement as provided under Section 7.1 is for 25 years from 2011 – 2035 with the option to renew for an additional 25 years.

Financial Implications

Upon approval of this Agreement, there will be a one-time fee of \$5,000 payable to the ICF by the RDN. Otherwise, the City of Nanaimo (and the other grantees) will not be charged any other fees or charges related to the trails or trail crossings, provided that that the maintenance of the trails and crossings are the responsibility of the grantees.

Presently, the City of Nanaimo pays for two annual licence fees of \$7,000 and \$1 respectively. These trail agreements are expiring and, without this Agreement, would likely have been re-negotiated at higher rates in the future. The City also pays about \$6,000 per year for fees related to crossings. The City will no longer have to pay these fees once the new agreement comes into effect. The City is also considering placing a fibre optic cable along the corridor to connect Fire Station #1 to the Public Works Yard. ICF previously quoted the City a licence fee of \$96,000 per year to do this. Under the new agreement, no licence fee will be required.

In return, each of the municipalities agrees to exempt the ICF from all property taxes. Note that this does not extend to third parties; where portions of the corridor are leased to someone else, these portions are not exempt from taxation and the occupants are required to pay their own property taxes.

The City of Nanaimo currently exempts ICF property from taxation. The majority of the property is included in a 10 year permissive tax exemption bylaw adopted in 2010. Due to the current renovations, the E&N Station at 321 Selby is being exempted from year to year. The total value of all property taxes exempted for the ICF by the City of Nanaimo in 2011 is \$68,782 for the municipal portion and \$101,845 for all taxing authorities. The other three municipalities have also provided tax exemptions in 2011.

With respect to the future costs of developing the ICF Trail, in 2008 and 2009 the Regional District, District of Lantzville, Town of Qualicum Beach and the City of Parksville received a grant from the UBCM Community Tourism Program to conduct a feasibility study for a trail along the E&N rail corridor. Using the methodology and construction cost formula from the study, the estimated cost for the rail trail throughout the whole Regional District would be approximately \$36 million. These costs are a rough estimate as final costs will depend on the detailed plans for each site and the year that each subsection is constructed. Given the significant cost, it is expected that trail development will occur gradually over time within the scope of local government budget resources.

CONCLUSIONS:

Senior staff at the RDN, City of Nanaimo, City of Parksville, District of Lantzville and the Town of Qualicum Beach (the Grantees) have concluded discussions with the Island Corridor Foundation (the Grantor) on the attached Licence of Occupation Agreement. This Agreement provides access to the Island's rail corridor for a Trail by Rail System and other public utility works.

In consideration of the rights to use the rail corridor, each of the Grantees shall, in each year of this Agreement, either:

- (a) grant to the Grantor, exemption from any and all real property taxes payable by the Grantor to each of the Grantees with respect to the Lands; or
- (b) pay to the Grantor an amount equivalent to the real property taxes payable by the Grantor to each of the Grantees.

As the ICF has been granted a permission tax exemption in the electoral areas, the exemption of property taxes and payment of annual fees is not a factor. However, the ICF is not exempt from paying taxes within municipalities. All four member municipalities have provided property tax exemptions for the 2011 tax year in anticipation of the finalization of this Agreement.

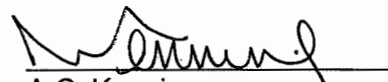
With the conclusion and execution of the Agreement, the Grantees will be able to access and use the Corridor as envisioned in the 2005 – 2015 Regional Parks and Trails Plan in addition, ICF will consider other publicly owned utility works being located along the corridor.

As the document has achieved the primary objectives of all the parties, it is recommended that the Licence of Occupation Agreement with the Island Corridor Foundation be approved by the Regional District of Nanaimo Board. The RDN has already approved this Agreement and the other three municipalities will also consider the Agreement separately for approval at upcoming Council meetings.

Respectfully submitted,



D.W. Holmes,
Assistant City Manager/
General Manager, Corporate Services



A.C. Kenning,
City Manager

DWK/BEC/
FPCOW: 2011-JUNE-20

Appendix I

LICENCE OF OCCUPATION

THIS AGREEMENT dated for reference the ____ day of _____, 2011,

BETWEEN:

**ISLAND CORRIDOR FOUNDATION
(Inc. No. 419938-3)**

320 - 256 Wallace Drive
Nanaimo, B.C. V9R 5B3

(the "Grantor")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(the "RDN")

CITY OF NANAIMO

455 Wallace Street
Nanaimo, B.C.
V9R 5J6

(the "City of Nanaimo")

DISTRICT OF LANTZVILLE

7192 Lantzville Road
Lantzville, B.C.
V0R 2H0

(the "District of Lantzville")

CITY OF PARKSVILLE

100 East Jensen Avenue
Parksville, B.C.
V9P 2H3

(the "City of Parksville")

TOWN OF QUALICUM BEACH
#201 – 660 Primrose Street
Qualicum Beach, B.C.
V9K 1S7

(the “**Town of Qualicum Beach**”)

(collectively the “**Grantees**” and
individually the “**Grantee**”)

OF THE SECOND PART

W H E R E A S :

- A. The Grantor is the owner of lands legally described as set out in ***Schedule "A"*** attached to and forming part of this Agreement and containing the historical E&N Rail Line;

(the “**Lands**”);

- B. The Grantees have requested that the Grantor grant a licence to use and occupy a portion of the Lands for the purposes of constructing, operating and maintaining a multi-purpose regional park trail for public use;

- C. The Grantor has agreed to grant to the Grantees a Licence of Occupation over a portion of the Lands on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

1.0 DEFINITIONS

- 1.1 In this Agreement the following terms mean as follows:

- (a) “**Motor Assisted Cycle**” means a motor assisted cycle that meets the requirements of the Motor Assisted Cycle Regulation, B.C. Reg. 151/2002 made pursuant to the *Motor Vehicle Act*, except that it may have four wheels that come in contact with the ground;
- (b) “**Multi-purpose Use**” means uses of the Trail by members of the public on foot, horseback, bicycle or by way of other non-motorized vehicle or Motor Assisted Cycle.;

- (c) "Trail" means the trail for Multi-purpose Use constructed, operated and maintained by the Grantees on a portion of the Lands existing on either side of the central rail corridor and within which the typical trail surface will be four metres in width within a typical five to eight metres (5 - 8m) wide Trail corridor and for fibre optic cables supporting the administrative services of local government.
- 1.2 For the purposes of this Agreement, the local government boundaries of the Regional District of Nanaimo will be considered to include only that part of the Regional District of Nanaimo within the boundaries of an electoral area.
- 2.0 RIGHT TO USE**
- 2.1 For the purposes of this section, the rights granted to the Grantees shall be interpreted as the right of each Grantee on that portion of the Lands contained within the local government boundaries of each of the Grantees' local government.
- 2.2 The Grantor grants to the Grantees, subject to the performance and observance by the Grantees of the terms, conditions, covenants and agreements contained in this Agreement, a non-exclusive right by way of licence allowing the Grantees to enter on the Lands and to install, construct, operate, maintain and repair the Trail.
- 2.3 The Grantor grants to the Grantees, their officers, servants, agents, employees, contractors and subcontractors the right to do all acts, things and matters necessary for or incidental to the installation, construction, operation, replacement, maintenance and repair of the Trail.
- 2.4 The Grantor grants to the Grantees and the Grantees' elected officials, officers, agents, employees, contractors, subcontractors and licencees, the right to pass and repass, with or without motorized vehicles, along and upon portions of the Lands necessary to access the Trail, and along and upon the Trail for the purposes of installation, construction, operation, replacement, maintenance and repair of the Trail.
- 2.5 The Grantor grants to the Grantees and the Grantees' invitees and licencees, including members of the public, the right to pass and repass on foot, horseback, bicycle or by way of any other wheeled non-motorized device or Motor Assisted Cycle, along and upon that portion of the Lands necessary to access the Trail and along and upon the Trail upon terms and conditions set by the Grantees.
- 2.6 The Grantor shall consider granting to the Grantees, upon request by the Grantees, a statutory right of way for physical utility works associated with the local government utilities of water, storm drainage and sewer and all fixtures, fittings, pumps, valves, electrical lines and appurtenances thereto.
- 2.7 The Grantor and Grantee agree that the Grantee will submit to the Grantor all plans for

the construction of segments of the Trail for approval by the Grantor, which will not be unreasonably withheld. The Grantor and Grantee also agree that any trails constructed at the time this agreement is signed are deemed approved only if they have been approved in writing by the Grantor.

The Grantor and Grantee further agree that if at any time during the Term or any Renewal term, if it is necessary for the Grantor to use any of the Lands upon which an approved Trail or other trail improvements are located for railway operations, the Grantor, at its sole discretion shall have the right to relocate the Trail or any portion thereof and any other Trail improvements to another section of the Lands.

Any relocation of the Trail constructed in accordance with the trail setback and separation guidelines as outlined in Section 6 of the ***Vancouver Island Rail Corridor Rail-with-Trail Design Guidelines – June 2009*** will be at the sole expense and cost of the Grantor. Any relocation of the Trail that is not constructed in accordance with the trail setback and separation guidelines as outlined in Section 6 of the ***Vancouver Island Rail Corridor Rail-with-Trail Design Guidelines – June 2009*** will be at the sole expense and cost of the Grantee.

3.0 QUIET ENJOYMENT

- 3.1 The Grantor covenants and agrees to and with the Grantees that the Grantees may peaceably hold and enjoy the rights granted in this Agreement.

4.0 THIRD PARTY INTERESTS

- 4.1 The Grantor reserves to itself from the grant and covenants made by it to the Grantees under section 1.0, the right for the Grantor, its agents, employees, lessees, contractors, subcontractors and licencees to have full and complete access to the Trail to carry out any operations associated with the Grantor's or other Licencees' use of the Trail during the Term or Renewal Term of this Agreement, provided that such access and use does not damage, or unreasonably disrupt or interfere with the Grantees' Trail.

5.0 PLANS AND DRAWINGS

- 5.1 The Grantees shall provide to the Grantor, at no cost to the Grantor, copies of any drawings, plans or surveys produced, commissioned or otherwise acquired by the Grantees in the course of the Grantees' exercise of their rights under this Agreement, that show the extent and location of the portion of the Lands being used by the Grantees for the purpose of the Trail, as well as any improvements installed or constructed by the Grantees. A reduced copy of such drawings, plans or surveys shall be deemed to form part of this Agreement upon written agreement of the parties. Upon the completion of the trail or fibre optic works by the Grantee as authorized by this agreement the Grantee shall provide as-built drawings at no cost to the Grantor.

- 5.2 Any and all plans, drawings, trail designs and construction of the Grantee's shall comply with any and all applicable laws, statutes, regulations, regulatory directives, by-laws, licenses and permits, including without limitation, Transport Canada's most current draft of RTD-10 Regulation relating to public railway crossings.

6.0 CONSIDERATION

- 6.1 Within seven (7) days of the date of this Agreement a one-time non-refundable administrative charge of FIVE THOUSAND (\$5,000.00) DOLLARS;
- 6.2 In consideration of the rights of the Grantees under this Agreement and to offset the Grantor's annual administrative costs in administering the Licence each of the Grantees shall, in each year of this Agreement, either:
- (a) Grant to the Grantor, exemption from any and all real property taxes payable by the Grantor to each of the Grantees with respect to the Lands; or
 - (b) Pay to the Grantor an amount equivalent to the real property taxes payable by the Grantor to each of the Grantees, upon receipt from the Grantor a copy of the Real Property Tax Notice(s) confirming the amount of real property taxes owing with respect to the Lands which are not tax exempt.
- 6.3 The parties agree that, except as set out in this Section 6.0 no further fees or charges whatsoever shall be owing from the Grantees to the Grantor in consideration of the Grantees' rights under this Agreement.
- 6.4 Provided the charge pursuant to Section 6.1 above is paid when due, the Grantor agrees to waive any and all fees, rentals or other charges related to the trail or trail crossings provided always that the maintenance of the trail and crossings are the specific responsibility of the grantees.
- 6.5 Notwithstanding 6.4 above, any new application by the Grantees for use of the corridor as referred to in Section 2.6 will be accompanied by a \$2,000 file opening fee payable to the Grantor to allow the Grantor to complete due diligence on any such application for use of the corridor by the Grantees. Further increases in the file opening fee will be subject to the approval of the Island Corridor Foundation Board. Subsequent to the completion of this due diligence and the Grantor approving the use contemplated by the review, there will be no further fees, rentals or other charges levied by the Grantor on that use.
- 6.6 The Grantees will not be responsible to pay real property taxes related to future Third Party licencees or lessees that may be granted rights by the Grantor to use the Lands, including rights granted under or over the Trail area of the Lands.

7.0 TERM

- 7.1 The term of the licence granted under this Agreement shall be from the 1st day of January 2011, to the 31st day of December 2035 (the "**Term**"), with a right by mutual consent to renew for a further twenty-five (25) year term (the "**Renewal Term**"), unless earlier terminated pursuant to this Agreement.

8.0 GRANTEES' COVENANTS

- 8.1 For the purposes of this paragraph:

- (a) "**Guidelines**" mean the construction guidelines for the Trail, including requirements as to its width, depth and materials attached here to as Schedule "B".
- (b) "**Plans**" mean the design drawings created for each phase of the Trail construction:
 - (i) containing the construction details of the Trail including its width, depth, and the material which will be used in its construction;
 - (ii) showing the location of the Trail on the Lands; and
 - (iii) containing any requirements of the Grantor reasonably required during the construction, maintenance, repair, relocation or removal of the Trail for the protection of its property or railway operation;

reduced copies of which shall be deemed to form part of this Licence and be attached hereto as Schedule "C" upon written agreement of the parties.

- 8.2 The Grantees covenant and agree to and with the Grantor that the Grantees:

- (a) may, in accordance with the Plans and Guidelines, approved by the Grantor in writing, and where such approval may permit the Trail to be constructed to higher standards than those contained in the Guidelines, construct a Trail within the physical boundaries of the Grantees' local government and if constructed, shall maintain or cause to be maintained, the Trail in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor or the Lands;
- (b) shall carry out construction of the Trail so as not to adversely affect the drainage of the Lands and to not redirect or increase the quality or velocity of surface water runoff or any streams into the Grantor's drainage system or upon the railway tracks or other lands and facilities of the Grantor;
- (c) shall keep and maintain at its cost and expense the Trail and all its parts in good

order and condition and in a structurally sound manner such that the existence and use of the Trail shall not interfere with the Grantor's use of its Lands and its railway operations on the Lands; and to do all repairs in all respects to a standard at least equal in quality of material and workmanship to the original material and work;

- (d) shall remove and discharge or cause to be removed or discharged promptly at its cost and expense any lien, encumbrance or charge upon the Lands which arises out of the use of the Lands under this Licence by the Grantees or by reason of labour or material furnished or claimed to have been furnished for any construction maintenance or repair of the Trail; and
- (e) shall repair, or cause to be repaired at its expense, any damage done to the track, the ballast or to any property of the Grantor by the construction, operation, maintenance, repair, relocation or removal of the Trail or any part thereof.

9.0 RELEASE AND INDEMNITY

- 9.1 No Grantee shall make a claim or demand against the Grantor or any of the Grantor's employees, representatives or agents, for any injury, loss or damage, including injury resulting in death, loss of or damage to property suffered or sustained by the Grantees or the Grantees' employees, representatives, agents or invitees, caused by or arising out of the Grantees' failure to:

- (a) construct the Trail in accordance with the Guidelines; and
- (b) follow its maintenance and inspection policies in connection with the maintenance and operation of that portion of the Trail within the Grantee's local government boundaries.

unless such injury, loss or damage is caused by or arises out of the negligence or wrongful act or omission of the Grantor or the Grantor's employees, representatives licensees, tenants or agents or a railway operation malfunction or accident not caused by the Grantor's negligence;

- 9.2 Each Grantee shall indemnify and save harmless the Grantor from and against any and all claims, demands, awards, actions, proceedings and judgments by whomsoever made, brought or prosecuted (collectively "**Claims**"), and from and against any and all injury, loss, damage, costs or expense (collectively "**Damages**") suffered or incurred by the Grantor, the Grantor's employees, representatives, licensees, agents, tenants or invitees entering upon that portion of the Lands within the Grantee's local government boundaries, and which are based upon, arise out of or are connected directly or indirectly with this Agreement or anything done hereunder or anything not done as required hereunder, unless such Claims or Damages are caused by or arise out of the

negligence or the wrongful act or omission of the Grantor or the Grantor's employees, representatives, licensees, tenants, invitees or agents.

10.0 INSURANCE

- 10.1 The Grantees are public bodies and are insured by the Municipal Insurance Association. Each Grantee will maintain at its sole cost and expense, in good standing for the Term or Renewal Term (or any extension thereof), liability insurance against the third party claims arising from the operation and use of a portion of the Trail within the local government boundary of the Grantee with inclusive limits of not less than Five Million (\$5,000,000.00) Dollars for bodily injury, including death and property damage, and in that event, the Grantees will, on request from the Grantor, provide the Grantor with evidence that such insurance is, at all times during the Term or Renewal Term (or any extension thereof), enforceable and in effect.

11.0 TERMINATION

- 11.1 Except as hereinafter provided, upon breach by any one of the Grantees of any of the provisions herein contained which breach is not remedied by that Grantee within sixty (60) days from the date of registered notice thereof mailed by the Grantor to that Grantee (the "**Breach Notice**"), the Grantor may bring a claim for damages or avail itself of any other remedy which it may have without further notice against that Grantee; or terminate this Agreement in respect of that portion of the Trail within the local government boundaries of that Grantee, if the breach continues for one hundred and twenty (120) days after written notice from the Grantor to that Grantee of its intention to terminate this Agreement, provided always that if the Grantee commences to remedy the breach within sixty (60) days of receipt of notice aforesaid and thereafter diligently and continuously proceeds with the remedial action, the Grantor shall not bring any claim or exercise any other remedies which it may have in respect of such breach provided such breach is remedied within one hundred and twenty (120) days from the date the remedial action is begun.
- 11.2 If the Grantor notifies a Grantee of a breach of this Agreement and of its intention to terminate this Agreement under section 11.1 in respect of that portion of the Trail within the local government boundaries of that Grantee, the Grantor must also notify each of the other Grantees and any of the Grantees may, at their option, take steps to remedy the breach of which the Grantor has provided notice.
- 11.3 In the event that any of the other Grantees choose to take steps to remedy the breach of which the Grantor has provided notice in accordance to Article 11.1, the said Grantee must give further written notice by registered mail to the Grantor of the Grantee's intention to remedy the breach. If said breach continues for thirty [30] days after written notice from the Grantee to the Grantor of its intention to remedy the breach and the breach is not remedied then the Grantor's rights pursuant to Article 11.1 with respect to remedies and termination will apply, provided always that if the other

Grantee[s] that choose to remedy the initial breach commence to remedy the breach within the thirty [30] day period, the Grantor shall not bring any claim or exercise any other remedies which it may have in respect of such breach and provided that such breach is remedied within sixty [60] days from the date the remedial action began.

12.0 NO ASSIGNMENT

- 12.1 The Grantees covenant and agree to and with the Grantor that the Grantees shall not assign or sublet the right granted herein without the written consent of the Grantor.

13.0 COMPLIANCE WITH LAW

- 13.1 The Grantees shall abide by and comply with all the lawful bylaws, rules and regulations of the Province of British Columbia, every municipality or other lawful authority which in any manner relate to or affect the Lands and the right hereby granted insofar as the Grantees is subject hereto.

14.0 OWNERSHIP OF IMPROVEMENTS

- 14.1 Any and all Trail improvements brought onto, laid or erected upon or buried under the Lands by the Grantees shall immediately be and become the Grantor's property without compensation to the Grantees. Except to the extent otherwise expressly agreed by the Grantor in writing, no such Trail improvements shall be removed by the Grantees from the Lands either during or at the expiration or sooner termination of the Term or Renewal Term of this Agreement, except that:

- (a) The Grantees shall at the end of the Term or Renewal Term of this Agreement remove such of the Trail improvements as the Grantor requires to be removed and any such removal shall be completed in accordance with sub-section 16.2 below.

15.0 REGISTERED INSTRUMENT

- 15.1 In the event that the Grantor intends to transfer or lease its Lands, the Grantor agrees to advise the prospective purchaser or Lessee of this Licence of Occupation and the Grantor agrees to register against title to the Lands a Lease in substantially the same terms as this Agreement for the remainder of the Term or Renewal Term for the purpose of a Trail in favour of the Grantees in advance of the transfer or the leasing occurring. Further, the Grantor agrees to notify the Grantees in the event that the Grantor learns of any proceedings against it which may result in the Grantor losing its interest in the Lands and will, where possible, grant to the Grantees a Lease in substantially the same terms as this Agreement for the remainder of the Term or Renewal Term over its Lands for the purposes of the Trail.

16.0 GENERAL PROVISIONS

16.1 Notices: It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (i) if to the Grantor:

Island Corridor Foundation
320 - 256 Wallace Drive
Nanaimo, B.C. V9R 5B3

- (ii) if to the Grantees:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C.
V9R 6N2

City of Nanaimo
455 Wallace Street
Nanaimo, B.C.
V9R 5J6

District of Lantzville
P.O. Box 100
Lantzville, B.C.
V0R 2H0

City of Parksville
P.O. Box 1390
Parksville, B.C.
V9P 2H3

Town of Qualicum Beach
P.O. Box 130
Qualicum Beach, B.C.
V9K 1S7

and any such notice shall be deemed to have been given to and received by the addressee on the date of personal delivery or three (3) days after the mailing thereof, postage prepaid and registered, as the case may be. Any party may at any time and from time to time notify the other in writing as to a change of address and the new address to which notices shall be given to it until further changed.

- 16.2 Removal Upon Termination of Agreement: The Trail placed, erected or built on the Lands at the expense of the Grantees will if required by the Grantor, be removed from the Lands by the Grantees within sixty (60) days after termination or surrender of this Agreement and the Grantees will leave the Lands neat, clean, level, free and clear of all waste material, debris and rubbish all to the satisfaction of the Grantor. The Grantees covenant that if they are required to remove the Trail they will make good all damage caused to the property of the Grantor by reason of such removal and if such Trail is not so removed by the Grantees and the Lands not left neat, clean, level, free and clear of all waste material, including landscaping and trees, debris and rubbish as aforesaid within the said period of sixty (60) days, the Grantor may carry out such work and the Grantees will pay to the Grantor all costs and expenses reasonably incurred in so doing. In the event that the Grantor determines that the continued presence of the Trail does not constitute a hazard of interference with the rail operations of the Grantor, then the Grantees may abandon the Trail in place, in which case it will become the Grantor's unencumbered property.
- 16.3 Grantees' Right Non-Exclusive: The Grantees agree that their right to use the Lands pursuant to this Agreement is non-exclusive and acknowledges that the Grantor has in the past, and may in the future, enter into agreements with other persons ("**Third Parties**") to occupy and use the Lands for any and all additional purposes, for communication purposes, for the installation of utilities and cables (below and above ground), for landscaping, and for vehicular use and driveways, and that such Third Parties may be permitted to occupy portions of the Lands provided that all such uses shall not create hazards or unreasonably interfere with or prohibit the use of the Lands by the Grantees, their elected official officers, employees, contractors, licensees, agents and members of the public as contemplated under this Agreement and the Grantor shall provide as built drawings of the Third Party works to the Grantees affected.
- 16.4 Temporary or Permanent Relocation to Accommodate Third-Party Uses: If the Grantor enters into agreements with Third Parties to occupy and use the Lands and requests that the Grantees relocate temporarily or permanently all or part of the Trail, such temporary or permanent relocation will be at the cost of the Grantor, and only if the design requirements of the Trail can be met and the continuity of the Trail preserved.
- 16.5 Third Party Indemnity: If the Grantor enters into agreements with Third Parties to occupy and use the Trail or a portion of the Trail, the Grantor agrees to require that the Third Parties indemnify the Grantees in the Agreements from claims, demands, suits, actions, awards, proceedings and judgments arising from the Third Parties' use of the

Trail.

- 16.6 Gender and Construction: Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so require).
- 16.7 Time of Essence: Time is to be the essence of this Agreement.
- 16.8 Enurement: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
- 16.9 Waiver: The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 16.10 Headings: The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 16.11 Remedies Cumulative: No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 16.12 Applicable Law: This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 16.13 No Partnership, Etc.: No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- 16.14 Amendments: This Agreement may not be modified or amended except by the written agreement of the parties.
- 16.15 Entire Agreement: This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
- 16.16 Survival of Representations: All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.
- 16.17 Notification of Violation: Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.

16.18 Whole Agreement: The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

16.19 Severability: Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

16.20 Counterparts: This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

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

ISLAND CORRIDOR FOUNDATION

by its authorized signatories:

Name:

Name:

CITY OF NANAIMO

by its authorized signatories:

Name:

Name:

REGIONAL DISTRICT OF NANAIMO by its)
authorized signatories:)

Name:)

Name:)

DISTRICT OF LANTZVILLE)
by its authorized signatories:)

Name:)

Name:)

CITY OF PARKSVILLE)
by its authorized signatories:)

Name:)

Name:)

TOWN OF QUALICUM BEACH)
by its authorized signatories:)

Name:)

Name:)

2011-JUN-20

STAFF REPORT

TO: D. HOLMES, ASSISTANT CITY MANAGER /
GENERAL MANAGER OF CORPORATE SERVICES

FROM: J.E. HARRISON, MANAGER OF LEGISLATIVE SERVICES

RE: 2011 UBCM RESOLUTIONS

STAFF'S RECOMMENDATION:

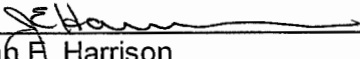
That Council consider adopting any resolutions deemed appropriate for consideration at the 2011 Union of British Columbia Municipalities Convention.


EXECUTIVE SUMMARY:

The deadline for receipt of resolutions for consideration at the 2011 Union of British Columbia Municipalities (UBCM) Convention is 2011-JUN-30. Therefore, any resolutions that Council may wish to have presented at the UBCM Convention must be adopted at either this meeting or the 2011-JUN-27 Council meeting. Council adopted two resolutions at the 2011-JUN-13 Council meeting regarding senior care which will be forwarded to UBCM for consideration. Staff are not aware of any other matters that Council has previously identified as requiring a resolution to UBCM.

A memo from UBCM reminding of the deadline and providing additional information with regard to the resolutions procedure is attached to this report for Council's information.

Respectfully submitted,


Joan E. Harrison
Manager, Legislative Services


Douglas Holmes
Assistant City Manager /
General Manager of Corporate Services

☐ Council
☒ Committee *FLPCOW*
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: *2011-JUN-20*



MEMO

June 6, 2011

TO: Mayor & Council | Chair & Board | CAO & Senior Staff

FROM: UBCM Secretariat

RE: UBCM Resolutions – Submission & Debate

1) Resolutions Deadline: June 30

The UBCM resolutions deadline is June 30, 2011, fast approaching. Please submit both a hard copy and electronic copy of your resolution(s) to UBCM prior to the deadline, in order for the resolution(s) to be considered at UBCM Convention in September.

2) UBCM Can Help! – Preparing Resolutions for Submission

Please avoid resolutions that simply re-iterate existing UBCM policy positions. Such resolutions lengthen resolutions debate without achieving forward progress. If the response to a previous resolution was unsatisfactory, please contact UBCM staff for assistance to express this in your resolution.

Submission procedures, writing guidelines, and a sample resolution are available on the UBCM website (ubcm.ca) under Resolutions & Policy/Resolutions/Resolutions Procedures.

UBCM staff are happy to assist with resolution format, wording, and procedures. Contact Reiko Tagami, Information & Resolutions Coordinator.

Email: rtagami@ubcm.ca Tel: 604 270 8226, ext. 115

3) Timely Response to UBCM Request for Clarification

Sponsors are encouraged to ensure that all resolutions are clearly written and accompanied by background information. When a resolution is unclear, or background information is needed, UBCM requests clarification from the sponsor.

UBCM is working to improve the efficiency of the resolutions process, so for 2011 we are asking resolution sponsors to respond to requests for clarification within two weeks of the request being made.

If within two weeks there is no response to the request for clarification, then the resolution in question will not be printed in the *Resolutions Book* and will not be considered at UBCM Convention in September.

If your resolution is not included in the *Resolutions Book* for the 2011 UBCM Convention, UBCM staff will work with the sponsor to clarify the wording or background information for the resolution and ensure that the resolution is included for consideration in the 2012 resolutions process.

4) Attendance at Resolutions Sessions

Resolutions are a key part of UBCM policy-making and advocacy. You must be present to introduce and speak to your resolution(s) to ensure that UBCM will be able to represent your concerns effectively.

Check your Convention Program when you arrive in Vancouver and note the resolutions session times. Watch for last-minute schedule adjustments that may affect when your resolution reaches the floor.

Since the progress of resolutions debate is unpredictable, you may wish to designate a representative to monitor progress through the resolutions so that your local government is ready to comment on resolutions you have submitted for debate whenever they may arise.

See you at Convention!

1170/50/Member Correspondence/June Reminder Memo 2011

STAFF REPORT

REPORT TO: B. E. CLEMENS, DIRECTOR OF FINANCE

FROM: L. MERCER, MANGER, REVENUE SERVICES

RE: 2010 ANNUAL MUNICIPAL REPORT

STAFF'S RECOMMENDATION:

That Council approve the 2010 Annual Municipal Report.

EXECUTIVE SUMMARY:

One of the requirements of the *Community Charter* is that municipalities publish an Annual Report on municipal objectives and on the progress that the municipality has made in meeting those objectives. The full requirements were phased in over three years, starting in 2003, as prescribed by Section 93 of the *Community Charter*. This is the eighth Annual Report the City has published; the sixth comprehensive report with objectives and measures for the reporting year, plus proposed objectives and measures for the current and future year.

This year, the Annual Report continues to be digital and "web-friendly". Although paper copies may be made available, the report is best viewed online as it contains many links to additional information on either the City's website or on community partner sites.

BACKGROUND:

This is the eighth year that the Annual Report has been prepared. The report contains the following components and covers the year ended December 31, 2010:

- Message from the Mayor
- Strategic priorities (objectives and performance measures)
- Report on municipal services and operations
- Statement of permissive tax exemptions
- Declaration of disqualified Council members (there were none)
- Audited financial statements
- Financial and operational statistics

The objectives of a municipality are diverse and almost endless. There are many ways to present this information. The information provided in the 2010 Annual Report meets the requirements of the *Community Charter* and provides valuable information to the citizens of Nanaimo. The municipal objectives and performance measures will be reviewed and revised each year as the process evolves.

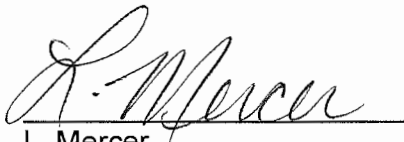
☐ Council
☒ Committee *F/PCOW*
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: *2011-JUN-20*

The values included in the permissive tax exemptions list are only those amounts that are discretionary and authorized by Council. Where portions of the exemptions are statutory (e.g., churches) those amounts are not included. Only the values relating to taxation for municipal purposes are included (school, hospitals, RDN are not included).


This year, the entire report has not been printed and distributed to Council, as it is best viewed online under the 'Public Notices' section on the City's website. Council members may, however, request a printed copy upon request. The City has realized considerable cost savings on printing costs by producing the report in a web-friendly format.

The *Community Charter* requires that the annual report be considered by Council by June 30, 2011.

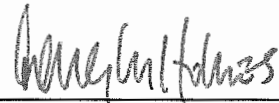
Respectfully submitted,



L. Mercer
Manager, Revenue Services



B.E. Clemens
Director of Finance



D.W. Holmes
General Manager
Corporate Services

LM/ck
FPCOW:2011-Jun-20
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STAFF REPORT

REPORT TO: B.E. CLEMENS, DIRECTOR OF FINANCE

FROM: L.A.. COATES, MANAGER ACCOUNTING SERVICES

RE: 2010 STATEMENT OF FINANCIAL INFORMATION

STAFF'S RECOMMENDATION:

That Council approve the City of Nanaimo 2010 Statement of Financial Information for filing with the Ministry of Community, Sport and Cultural Development.

EXECUTIVE SUMMARY:

The *Financial Information Act* requires municipalities to prepare a Statement of Financial Information (SOFI) by June 30 each year to be filed with the Ministry of Community, Sport and Cultural Development.

BACKGROUND:

The SOFI contains information not found in the City of Nanaimo's financial statements:

- Schedule of Guarantee or Indemnity
- Schedule of Remuneration & Expenses
- Schedule of Severance Agreements
- Schedule of Goods and Services

The Schedule of Remuneration & Expenses includes information which must be considered annually by Council under section 168 of the *Community Charter*.

The *Financial Information Regulation* provides some detail on what should be included in these schedules, including specific definitions of "remuneration" and "expenses". For example, while "remuneration" specifically includes salary, wages, and taxable benefits, it specifically excludes anything payable under a severance agreement. The Schedule of Severance Agreements must include the number of severance agreements and the range of equivalent months' compensation represented by those agreements. "Expenses" specifically must exclude benefits of a general nature applicable to all employees, such as medical, dental, counseling, insurance and similar plans.

2009 was an unusual year in that it included 27 bi-weekly pay periods for all City of Nanaimo employees and City Council members. This should be kept in mind if comparing amounts paid to an individual employee from 2010 to 2009.

☐ Council
☒ Committee *ELP/ow*
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: *2011-jun-20*

Another unusual occurrence in 2009 was that the City and IAFF (firefighters) concluded a collective agreement that had been outstanding since 2007. This meant that retro-active payment was made for 2007 and 2008 during the 2009 calendar year. Once again, this should be kept in mind if comparing amounts paid to individuals from 2010 to 2009.

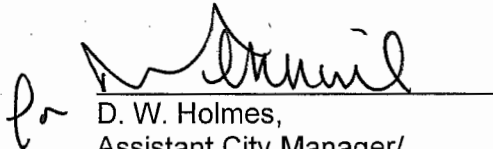
Respectfully submitted,



L. A. Coates
Manager, Accounting Services



B. E. Clemens,
Director of Finance



D. W. Holmes,
Assistant City Manager/
General Manager, Corporate Services

LAC/ck

Finance/Policy Committee of the Whole 201-Jun-20
G:Administration/Council/Reports/2010 SOFI REPORT .doc



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

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**City of Nanaimo
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6
(250) 754-4251**



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part A

MANAGEMENT REPORT

Prepared Under the Financial Information Regulation, Schedule 1, Section 9

The Financial Statements contained in this Statement of Financial Information under the ***Financial Information Act*** have been prepared by management in accordance with Canadian public sector accounting standards, and the integrity and objectivity of these statements are management's responsibility. Management is also responsible for all the statements and schedules, and for ensuring that this information is consistent, where appropriate, with the information contained in the financial statements.

Management is also responsible for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.

The Council is responsible for ensuring that management fulfills its responsibilities for financial reporting and internal control.

The external auditors, Church Pickard, conduct an independent examination, in accordance with Canadian generally accepted auditing standards, and express their opinion on the financial statements. Their examination does not relate to the other schedules and statements required by the Act. Their examination includes a review and evaluation of the municipality's system of internal control and appropriate tests and procedures to provide reasonable assurance that the financial statements are presented fairly. The external auditors have full and free access to the Council.

On behalf of the City of Nanaimo

B.E. Clemens, CMA
Director of Finance



STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010

Part B

STATEMENT OF FINANCIAL INFORMATION APPROVAL

The undersigned, as authorized by the *Financial Information Regulation*, Schedule 1, Section 9, approves all the statements and schedules included in this Statement of Financial Information, produced under the *Financial Information Act*.

B.E. Clemens, CMA
Director of Finance
May 27, 2011

J. R. Ruttan
Mayor on behalf of Council
May 27, 2011



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part C

SCHEDULE OF DEBTS

Prepared Under the Financial Information Regulation, Schedule 1, Section 4

Information on all long-term debts for this organization is included in Note 5 to the financial statements.

Part D

SCHEDULE OF GUARANTEE OR INDEMNITY

Prepared Under the Financial Information Regulation, Schedule 1, Section 5

This organization has not given any guarantee or indemnities under the Guarantee and Indemnities Regulations.



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
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Part E

**SCHEDULE SHOWING THE REMUNERATION
AND EXPENSES IN RESPECT OF EACH EMPLOYEE**

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

<u>Name</u>	<u>Position</u>	<u>Remuneration</u>	<u>Taxable Benefits</u>	<u>Expenses</u>
RUTTAN, JOHN R.	Mayor	\$ 78,525.98	1,224.00	\$ 8,542.46
BESTWICK, WILLIAM L.	Councillor	26,075.14	-	700.84
HOLDOM, WILLIAM J.	Councillor	26,075.14	-	5,910.98
JOHNSTONE, DIANA K.	Councillor	26,075.14	1,224.00	4,806.76
KIPP, JIM A.	Councillor	26,075.14	342.00	5,327.50
MCNABB, LARRY D.	Councillor	25,502.06	1,224.00	843.02
PATTJE, J. FRED K.	Councillor	26,075.14	1,224.00	4,165.68
SHERRY, LOYD J.	Councillor	26,075.14	-	5,647.50
UNGER, MERV W.	Councillor	26,075.14	1,224.00	2,226.37
		<u>\$ 286,554.02</u>	<u>\$ 6,462.00</u>	<u>\$ 38,171.11</u>

EMPLOYEES WITH GROSS SALARY GREATER THAN \$75,000

	<u>Remuneration</u>	<u>Expenses</u>
ALLAN, J.	\$ 85,893.44	\$ 1,948.85
ALLARD, M.	88,445.55	85.00
ANDERSON, B.	93,146.88	5,935.55
ANDERSON, E.	78,247.70	1,754.83
ANGELUCCI, R.	98,242.12	-
ASHLIE, B.	98,460.07	-
BAGGER, M.	105,675.22	618.52
BALLANCE, M.	76,785.06	-
BARR, J.	83,472.84	2,225.00
BATTIE, J.	81,706.65	17.40
BAXTER, D.	95,831.12	-
BELL, D.	97,391.95	2,337.32



**STATEMENT OF FINANCIAL INFORMATION
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Part E

**SCHEDULE SHOWING THE REMUNERATION
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Prepared Under the Financial Information Regulation, Schedule 1, Section 6

	<u>Remuneration</u>	<u>Expenses</u>
BENERE, D.	\$ 95,635.03	\$ 1,823.24
BERNARD, O.	77,772.28	1,840.00
BLACKWOOD, I.	89,165.66	76.65
BOUDROT, D.	81,786.27	72.12
BRADLEY, J.	82,525.56	290.00
BUTCHER, D.	77,942.00	-
CHURCHILL, R.	98,342.25	1,423.94
CLARKSON, L.	75,875.13	2,210.53
CLEMENS, B.	134,565.71	3,940.01
COATES, L.	100,001.00	4,932.55
COOK, G.	77,041.97	497.23
COOKE, T.	86,239.49	125.42
CORSAN, B.	89,824.06	12,532.97
CRIPPS, B.	97,637.43	-
CROFT, J.	81,991.64	1,840.00
CUMBERLAND, J.	81,909.13	134.62
DALY, R.	103,037.87	-
DAVENPORT, G.	82,236.20	-
DAWLEY, R.	111,666.00	1,476.52
DEMECHA, M.	84,924.66	3,195.89
DENBIGH, B.	92,082.34	320.52
DENTON, G.	89,823.31	443.43
DEVRIES, L.	76,925.57	2,319.63
DIETRICH, M.	90,624.38	3,321.54
DOYLE, T.	82,127.36	15.00
DRAKELEY, M.	103,788.22	286.28
DUNCAN, D.	94,045.73	931.80
DYCK, C.	92,281.87	-
EGGERS, B.	101,679.54	25.00
ELLIOT, J.	104,360.95	1,822.79
FELKER, K.	89,315.12	5,670.41



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part E

**SCHEDULE SHOWING THE REMUNERATION
AND EXPENSES IN RESPECT OF EACH EMPLOYEE**

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

	<u>Remuneration</u>	<u>Expenses</u>
FERGUSON, T.	\$ 105,000.50	\$ -
FERGUSON, C.	82,875.70	290.00
FERRERO, G.	100,577.39	16,023.77
FINSTAD, G.	76,204.84	422.12
FORD, D.	99,774.97	4,795.88
FOURNIER, D.	85,018.58	2,262.46
FOY, G.	84,874.58	4,702.30
FRANSSEN, G.	100,509.11	1,741.53
FULLA, J.	99,748.34	-
FULLA, R.	101,534.47	2,780.91
FULLA, W.	80,816.65	5,641.89
GALAN, C.	91,573.72	6,576.23
GANNON, C.	86,483.08	-
GRAHAM, S.	102,010.30	2,508.70
HACKING, M.	84,493.74	52.76
HARDING, R.	138,186.62	5,205.21
HARRISON, J.	95,810.52	5,075.16
HARRISON, S.	102,561.60	32.81
HARTLEY, T.	137,195.10	3,700.30
HICKEY, T.	141,230.30	580.51
HOLM, J.	87,452.73	525.91
HOLMES, D.	175,695.11	6,096.81
HORNBY, N.	81,238.72	465.00
HORST, T.	84,431.88	1,912.12
HOWAT, I.	133,858.38	2,788.69
HYNE, P.	95,301.63	-
JACK, K.	102,799.69	72.12
JENSEN, D.	78,028.38	470.03
JOINER, B.	82,272.47	1,768.31
JONAH, M.	83,171.51	-
KEMP, A.	81,282.06	751.60



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
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Part E

**SCHEDULE SHOWING THE REMUNERATION
AND EXPENSES IN RESPECT OF EACH EMPLOYEE**

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

	<u>Remuneration</u>	<u>Expenses</u>
KENNING, A.	\$ 214,544.35	\$ 6,580.23
KENNING, S.	84,323.06	422.12
KERSHAW, D.	82,798.02	1,840.00
KINCH, J.	97,326.92	6,703.82
KRAFT, T.	99,514.87	1,200.38
KRALL, T.	90,437.55	-
KRISTENSEN, P.	144,229.91	11,223.77
KROEKER, R.	88,017.68	2,671.59
KUHN, B.	87,689.05	751.62
KWASNECHA, R.	81,588.80	254.97
LABELLE, B.	78,892.80	2,660.87
LAIDLAW, A.	183,089.80	2,544.04
LAL, U.	77,380.22	-
LAMBERT, R.	134,579.46	11,068.57
LEFURGEY, E.	77,689.74	799.27
LEIGH, D.	78,644.06	-
LEPCHUK, R.	110,134.13	10,397.74
LIBBUS, T.	85,991.78	-
LINDSAY, K.	79,368.02	2,552.72
LUCAS, J.	84,513.70	399.00
MACDONALD, K.	85,614.39	6,843.98
MACK, S.	84,963.83	1,666.69
MACLEOD, R.	76,309.99	1,147.45
MANSON, S.	83,187.63	-
MAUCH, M.	97,857.05	774.18
MAYBIN, N.	100,309.76	-
MCPHERSON, G.	82,194.91	152.42
MITRENGA, S.	84,492.04	23.20
MOEN, D.	101,346.25	-
MOND, E.	82,044.80	1,347.00
MONGARD, J.	94,325.30	1,248.37



**STATEMENT OF FINANCIAL INFORMATION
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Part E

**SCHEDULE SHOWING THE REMUNERATION
AND EXPENSES IN RESPECT OF EACH EMPLOYEE**

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

	<u>Remuneration</u>	<u>Expenses</u>
MORGAN, R.	\$ 85,081.03	\$ 1,315.99
MOSCRIP, T.	116,314.47	1,374.36
MOUSSEAU, D.	96,182.21	2,164.77
MOWATT, B.	103,916.10	26.00
MULTARI, D.	88,111.76	-
MURPHY, D.	118,347.00	1,223.56
NEIL, T.	83,549.63	1,568.88
NELSON, J.	76,582.21	-
NICKEL, S.	77,503.96	570.40
NOBLE, G.	75,801.30	436.16
NORMAN, G.	95,213.96	164.13
OLSON, R.	76,985.99	-
ORTON, J.	76,318.30	1,993.81
OSBORNE, D.	82,002.70	1,296.74
OVERTON, M.	81,948.41	290.00
PETERSEN, S.	102,410.05	20.35
PHILLIPS, K.	77,006.68	-
PINKER, B.	83,117.02	1,859.99
PLASTERAS, J.	91,026.14	356.94
PORTER, C.	81,940.52	375.00
PROKOPENKO, B.	100,210.43	376.47
PUTZ, D.	75,864.93	4,130.24
RADDYSH, S.	83,369.74	1,112.93
RICHARDSON, C.	123,477.90	7,312.31
RICKETTS, S.	112,205.33	1,728.29
RISPIN, M.	97,672.75	-
RITCHIE, J.	116,867.87	2,029.96
ROBINSON, D.	77,456.91	314.29
ROBSON, D.	83,385.69	350.00
ROGERS, D.	103,429.04	-
ROOSEBOOM, A.	79,933.31	57.42



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part E

**SCHEDULE SHOWING THE REMUNERATION
AND EXPENSES IN RESPECT OF EACH EMPLOYEE**

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

	<u>Remuneration</u>	<u>Expenses</u>
ROSEN, P.	\$ 83,284.97	\$ 4,134.11
ROZZANO, B.	109,947.61	43.46
RUMNEY, L.	75,858.40	5,878.32
SAMBORSKI, S.	113,142.53	1,664.38
SCHWAGER, M.	99,113.84	-
SEWARD, T.	139,987.38	2,049.44
SHOLBERG, C.	80,156.61	1,243.03
SIMPSON, R.	123,333.90	1,701.52
SIMS, B.	105,276.63	2,901.99
SMITH, M.	84,939.13	971.87
SMITH, W.	118,002.00	408.84
STENBERG, I.	85,462.02	1,875.00
STINSON, S.	97,226.58	4,578.46
SUGIYAMA, B.	82,695.45	2,348.71
SUHAN, B.	79,077.04	117.42
SWABEY, T.	184,791.63	6,216.78
TANNOCK, F.	104,937.73	-
TEN HAVE E.	95,028.28	-
THOMAS, B.	79,604.05	325.50
TOPLIFFE, R.	80,670.08	2,379.50
TUCKER, A.	134,709.71	2,078.46
WALKER, M.	84,917.75	20.30
WEINREICH, T.	80,729.57	697.50
WHITING, G.	89,140.42	-
WILLIAMS, E.	79,069.81	5,941.44
WILLIAMS, R.	102,629.83	-
WILLIAMSON, K.	82,200.43	1,350.27
WINKEL, C.	77,321.67	-
WOOD, B.	88,947.81	30.48
WOOD, B.	105,243.99	49.00
WORK, P.	<u>102,620.48</u>	<u>420.00</u>



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part E

SCHEDULE SHOWING THE REMUNERATION AND EXPENSES IN RESPECT OF EACH EMPLOYEE

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

TOTAL: EMPLOYEES WITH REMUNERATION GREATER THAN \$75,000	\$ 15,899,185.54	\$ 300,882.46
ADD: EMPLOYEES WITH REMUNERATION LESS THAN \$75,000	<u>27,700,594.81</u>	<u>257,352.28</u>
TOTAL: EMPLOYEES	<u>\$ 43,599,780.35</u>	<u>\$ 558,234.74</u>

Summary

	Remuneration including Taxable Benefits	Expenses
ELECTED OFFICIALS	\$ 293,016.02	\$ 38,171.11
EMPLOYEES	<u>43,599,780.35</u>	<u>558,234.74</u>
TOTAL	<u>\$ 43,892,796.37</u>	<u>\$ 596,405.85</u>



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part F

STATEMENT OF SEVERANCE AGREEMENTS

Prepared Under the Financial Information Regulation, Schedule 1, Section 6

There was one severance agreement made between the City of Nanaimo and its non-unionized employees during fiscal year 2010. This agreement represents 8 months of compensation.



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
0786699 BC LTD	\$ 31,505.19
425332 BC LTD DBA ADVANCED PRODUCTS	175,901.38
4REFUEL CANADA LTD	75,181.04
7 ELEVEN CANADA INC	80,711.28
ABC PRECAST LIMITED	34,737.39
ACE COURIER SERVICES	39,497.39
ACER LANDSCAPING	116,982.12
ACKLANDS-GRAINGER INC	117,411.16
ACME SUPPLIES LTD	103,407.97
ACTIVE NETWORK	26,259.63
ADVANCED PRODUCTS ROOFING	104,517.50
ALLMAR DISTRIBUTORS LTD	61,186.72
ALPINE DISPOSAL AND RECYCLING	25,236.91
ALSCO CANADA CORPORATION	49,026.77
AME CONSULTING GROUP LTD (THE)	30,999.90
AMEC EARTH & ENVIRONMENTAL	73,160.99
ANDERSON SOD FARM LTD	31,580.26
ANDERSON CIVIL CONSULTANTS INC	136,833.95
ANDREW SHERET LIMITED	361,800.37
ARCHIE JOHNSTONE	29,250.10
ARCPRINT AND IMAGING	59,736.89
ASHLEE BOBCAT	46,750.12
ASSOCIATED ENGINEERING BC LTD	860,616.65
BC ASSESSMENT	1,087,864.80
BC DRYWALL INSTALLATIONS LTD	207,993.52
BC HYDRO & POWER AUTHORITY	2,336,206.44
B F I CANADA INC (B F I)	55,621.27
BAKER SUPPLY LTD	25,650.48
BANCORP BALANCED MORTGAGE	89,619.49
BANK OF CANADA	410,600.00



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
BANK OF NOVA SCOTIA	\$ 37,425.46
BEDROCK REDI-MIX LTD	73,724.18
BELL CANADA	71,038.80
BENDT AXEL NIELSEN & ELDA SODER	33,000.00
BERKS INTERTRUCK LTD	111,902.58
BILCIK TRUCKING LTD	40,442.50
BLACK PRESS	104,534.82
BLACKCOMB DEVELOPMENTS LTD	46,785.33
BLACKLINE HOLDINGS INC	113,504.68
BLAKE ERICKSON ROOFING & WATERPROOF	31,414.46
BMO NESBITT BURNS	51,697.60
BRENNTAG CANADA INC	68,582.43
BREONA DEVELOPMENTS LTD	37,419.41
BROAD COMMERCIAL MANAGEMENT INC	28,771.57
BUDGET CAR AND TRUCK RENTAL	27,343.10
C E I ARCHITECTURE	272,392.41
CIBC	59,014.16
CPMJ CONSULTING INC	91,989.66
C&M DEVELOPMENT INC	157,099.75
CANADA POST CORPORATION	105,910.51
CANADIAN CORPS OF COMMISSIONAIRES	121,162.35
CANADIAN MARITIME ENGINEERING LTD	55,000.06
CANADIAN MENTAL HEALTH ASSOCIATION	52,719.63
CANADIAN UNION OF PUBLIC EMPLOYEES	488,389.99
CANADIAN UTILITY CONSTRUCTION CORP	32,819.44
CANEM SYSTEMS LTD	633,053.49
CANON CANADA INC	78,490.85
CANSEL SURVEY LTD	44,917.10
CASCADIA SPORT SYSTEMS INC	180,167.55



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
CBSC CAPITAL INC	\$ 54,417.63
CENTAUR PRODUCTS INC	128,626.85
CENTURY GROUP LANDS CORPORATION	299,082.90
CHARTER TELECOM INC	92,490.72
CHEVRON CANADA LTD	902,587.42
CHURCH PICKARD & CO	69,020.00
CIMCO REFRIGERATION	40,376.71
CLEARTECH INDUSTRIES INC	37,211.83
CN ARCHITECTURAL MILLWORK AND CONSTRUCTION LTD	78,460.82
COAST (V.I.) ENVIRONMENTAL LTD	37,196.48
COAST CUTTING & CORING LTD	31,785.46
COASTAL ANIMAL CONTROL	365,584.96
COMPASS GROUP CANADA	823,466.53
CONCISE SYSTEMS CORPORATION	78,625.49
CONSERV-ARTE	82,983.13
COPCAN CONTRACTING	26,291.45
CORIX WATER PRODUCTS INC	884,487.48
CORPORATE EXPRESS CANADA INC	63,191.73
CULLEN DIESEL POWER LTD	34,991.74
D & S BULLDOZING LTD	85,512.00
D MANNING & ASSOCIATES INC	36,867.93
DALLAS ESTATES LTD	50,000.00
DAVE PEFFERS CONTRACTING LTD	66,345.48
DAVEY TREE SERVICES	226,663.33
DB PERKS & ASSOCIATES LTD	209,510.00
DBL DISPOSAL SERVICES LTD	57,991.24
DELL CANADA INC	655,718.45
DESJARDIN FINANCIAL SECURITY	2,313,651.69
DOMINION PRECAST LTD	25,252.64
DOUMONT FARM GREENHOUSES	34,988.05



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
DOWNTOWN NANAIMO BUSINESS IMPROVEMENT ASSOCIATION	\$ 266,297.92
DPOC NEOPOST CANADA LTD - 900377335	43,400.00
DTZ BARNICKE NANAIMO LTD "IN TRUST"	200,000.00
DUNCAN PAVING COMPANY	36,060.64
E MADILL OFFICE COMPANY LTD	75,567.83
EASY LIVING HOLDINGS LTD	289,958.17
EBA ENGINEERING CONSULTANTS LTD	187,341.87
EMCO LIMITED	135,942.38
EMCON SERVICES INC	100,435.30
ENG SHEET METAL LTD	88,495.04
ESRI CANADA LIMITED	27,090.71
EVERGRO CANADA INC	56,235.87
F D M SOFTWARE LTD	49,023.11
FIRST LINE MORTGAGES	47,137.06
FLOOR-TECH SYSTEMS INC	211,659.84
FLYNN CANADA LTD	124,262.20
FOOTPRINTS SECURITY PATROL INC	341,672.64
FOUR STAR WATERWORKS LTD	75,574.12
FOURNIER EXCAVATING LTD	564,105.26
FRASER VALLEY REFRIGERATION LTD	170,580.20
G DATOFF & SONS BUILDING LTD	77,193.46
G4S CASH SERVICES (CANADA) LTD	45,134.65
GADD MARINE CONSTRUCTORS LTD	39,687.93
GARCO COATING SYSTEMS LIMITED	112,394.17
GASTALDO CONCRETE LTD	76,707.75
GASTALDO ICE ARENA INC	90,242.26
GENERAL PAINT	68,404.08
GRAF EXCAVATING CO LTD	85,560.77
GRAND & TOY	79,397.53
GREATER NANAIMO HAULING CO LTD	68,978.11



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
GREEN THUMB NURSERIES & LANDSCAPE CO LTD	\$ 29,485.90
GREGG DISTRIBUTORS (BC) LTD	68,441.57
GROESS ENVIRONMENTAL SERVICES LTD	133,628.04
GROVER COMMUNICATIONS INC	28,958.91
GUILLEVIN INTERNATIONAL CO	221,990.00
H L DEMOLITION & WASTE MANAGEMENT	82,290.46
HABITAT SYSTEMS INC	101,103.32
HALLMARK AIR CONDITIONING LTD	191,583.24
HARBOUR CITY ELECTRIC LTD	33,175.06
HARRIS REBAR (A DIVISION OF HARRIS)	27,880.53
HEENAN BLAIKIE LP	28,498.84
HENDERSON RECREATION EQUIPMENT LTD	30,973.89
HEROLD ENGINEERING LIMITED	162,061.17
HOGLER ENTERPRISES LTD	26,077.56
HOULE ELECTRIC LIMITED	73,908.11
HOWARD JOHNSON HARBOURSIDE HOTEL	52,080.00
HUB CITY GLASS LTD	86,819.98
HUB CITY PAVING LTD	2,355,278.64
HUB CITY EXCAVATING LTD	237,399.39
HUB FIRE ENGINES	32,276.27
HUB INTERNATIONAL BARTON LIMITED	384,973.00
ILLUMITI INC	216,472.64
INSIGHT HOLDINGS LTD	39,750.33
INSURANCE CORPORATION OF BRITISH COLUMBIA	180,838.69
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS	177,461.20
INVESTORS GROUP FINANCIAL SERVICES	26,883.25
ISLAND AGGREGATES LTD	35,276.29
ISLAND BUSINESS PRINT GROUP	54,977.44
ISLAND CAD GRAPHICS CONSULTING LTD	53,512.98
ISLAND COMMUNICATIONS LTD	31,484.62



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
ISLAND OVERHEAD DOOR ('79) LTD	\$ 35,294.76
ISLAND RADIO	43,175.92
ISLAND WEST COAST DEVELOPMENTS LTD	92,315.78
J MAYZES EXCAVATING LTD	34,023.48
JANITORS' WAREHOUSE INDUSTRIES LTD	43,446.37
JEFFREY CONTRACTING LTD	72,583.85
JOE CUNNINGHAM FORD	27,632.76
JOHNSON CONTROLS #V4020	66,583.88
JOYCO HOSPITALITY SERVICES INC	316,509.81
JSK TRAFFIC CONTROL SERVICES	324,406.78
JUSS, DAN & BRENDA	30,644.95
K & K WELDING & FABRICATION LTD	35,343.90
KAL TIRE	125,316.60
KC BURKE CONTRACTING LTD	546,829.46
KEN'S BACKHOE SERVICE	69,295.09
KERR WOOD LEIDAL ASSOCIATES LIMITED	188,905.35
KNAPPETT INDUSTRIES LTD	25,689.59
KNAPPETT PROJECTS INC	1,267,315.09
KOERS & ASSOCIATES ENGINEERING	226,774.19
KWIK KOPY	76,805.72
LABOUR UNLIMITED TEMPORARY SERVICES	48,902.48
LENTZ CONTRACTING LTD	33,290.85
LEWKOWICH ENGINEERING ASSOCIATES LTD	33,095.62
LOCAR INDUSTRIES LTD	1,348,729.07
LOMBARD PRE-CAST INC	47,016.12
LONE PINE HORTICULTURE	353,749.26
LORDCO AUTO PARTS	61,223.19
LUSSIER & SON CONTRACTING LTD	39,116.45
M F A B C	47,539.20
M2 GREEN MECHANICAL	218,958.50



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
MAINROAD MAINTENANCE PRODUCTS LTD	\$ 30,522.42
MANN AMARGEET KAUR	112,548.58
MAPLE REINDERS INC	1,804,518.65
MAR-TECH UNDERGROUND SERVICES LTD	552,126.30
MARTELL/CORAL REFRIGERATION & AIR CONDITIONING LTD	61,698.35
MC TAR PETROLEUM CO LTD	118,023.72
MCELHANNEY CONSULTING SERVICES LTD	144,972.99
MCGREGOR & THOMPSON HARDWARE	48,138.70
MEDICAL SERVICES PLAN	655,890.00
METRO MOTORS LTD	114,342.51
MICROSERVE	30,680.75
MID ISLAND FENCE PRODUCTS	48,195.15
MID ISLAND GLASS LTD	51,644.00
MIDISLAND U-LOCK MINI STORAGE LTD	161,812.96
MILLENIA RESEARCH LTD	27,164.72
MINISTER OF FINANCE	20,877,358.17
MIRANDA CONSTRUCTION LTD	263,320.53
MUNICIPAL INSURANCE ASSOCIATION OF BC	673,833.97
MUNICIPAL PENSION PLAN	6,314,816.15
NANAIMO ARTS ALIVE SOCIETY	34,221.00
NANAIMO CANOE & KAYAK CLUB	31,243.90
NANAIMO CUMMUNITY ARCHIVES	55,848.00
NANAIMO DAILY NEWS DIVISION OF CANWEST MEDIAWORKS PUBLICATIONS	95,377.71
NANAIMO DISTRICT SENIOR CITIZENS HOUSING	48,435.46
NANAIMO PORT AUTHORITY	30,453.12
NANAIMO RECYCLING EXCHANGE	107,093.43
NANAIMO REGION JOHN HOWARD SOCIETY	52,500.00
NANAIMO REGIONAL HOSPITAL DISTRICT	3,232,742.76
NANAIMO SHEET METAL LTD	85,824.11
NATIONAL PROCESS EQUIPMENT INC	33,070.95



**STATEMENT OF FINANCIAL INFORMATION
PREPARED UNDER THE FINANCIAL INFORMATION ACT
FOR THE YEAR ENDED DECEMBER 31, 2010**

Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
NEWCASTLE ENGINEERING LTD	\$ 50,457.02
NORTEL NETWORKS INC	66,485.44
NORTHWEST WIRE ROPE LTD	38,120.78
OAK PAINTING & DECORATING	49,716.89
OCEAN PIPE	47,060.16
OCEANSIDE BUSINESS FURNISHINGS	35,565.18
ONO TRADING CO CANADA LTD	44,188.69
OPEN BUSINESS PROCESS INC	247,381.48
OPEN STORAGE SOLUTIONS	116,858.56
OPTIONONE DESIGN PLANNING	88,041.76
P B A ENGINEERING	51,537.23
PACIFIC ALLIANCE TECHNOLOGIES	26,338.48
PACIFIC AUDIO WORKS LTD	94,851.04
PACIFIC FLOW CONTROL LTD	30,950.08
PALLADIAN DEVELOPMENT CORP	710,451.51
PARKSVILLE HEAVY DUTY RENTALS	72,399.09
PARKSVILLE ROTO ROOTER	84,105.92
PATTISON SIGN GROUP	43,130.25
PETRO CANADA	37,388.65
PIPE EYE VIDEO INSPECTIONS	282,331.43
PLANETCLEAN (NANAIMO) LTD	72,557.66
PLAYPOWER LT CANADA INC	36,788.30
PMC BUILDERS	79,972.44
PORT THEATRE SOCIETY (THE)	105,120.54
PREMIER PACIFIC SEEDS	28,620.62
R & N MAINTENANCE – WESTERN DIVISION	34,611.35
R F BINNIE & ASSOCIATES LTD	47,371.82
R GALLAZIN & SON LTD	28,458.75
RAMSAY WORDEN ARCHITECTS	78,899.83
RAYLEC POWER LTD	234,854.89



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
RAYS BULLDOZING	\$ 33,361.84
READ JONES CHRISTOFFERSEN LTD	90,575.68
RECEIVER GENERAL FOR CANADA	27,492,239.69
RECTEC INDUSTRIES INC	25,315.36
REGIONAL DISTRICT OF NANAIMO	17,728,988.51
RICOH CANADA INC	72,757.75
ROBBINS PARKING SERVICE LTD	591,974.91
ROLLINS MACHINERY LIMITED	31,036.76
ROSS RIVERS ENTERPRISES LTD	55,399.31
ROYAL BANK OF CANADA	216,053.21
ROYAL BANK VISA	31,910.80
ROYAL PAVING LTD	177,771.98
SAYWELL CONTRACTING LTD	332,363.57
SEAN'S BRUSHCUTTING	211,496.04
SECURCO SERVICES INC	57,990.09
SEICOAT CANADA INC	36,764.81
SHAPE PROPERTY MANAGEMENT	67,229.19
SHAPE YOU'RE IN FITNESS AND WELLNESS	50,346.90
SHARECOST RENTALS & SALES LTD	30,958.38
SHAW ELECTRICAL SERVICES	432,044.91
SHELTER INDUSTRIES INC	61,950.00
SHEPELL.FGI	29,639.24
SLEGG CONSTRUCTION MATERIALS LTD	116,769.53
SOFTCHOICE CORPORATION	65,466.20
SOUTHERN RAILWAY VANCOUVER ISLAND LTD	135,112.86
STANTEC ARCHITECTURE LTD	71,952.31
STAPLES MCDANNOLD STEWART	327,349.35
STAPLES MCDANNOLD STEWART "IN TRUST"	2,199,285.17
STEALTH VALVE & CONTROLS LTD	30,528.96
STEELS INDUSTRIAL PRODUCTS LTD	51,169.52



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
STONESCAPE CONTRACTING LTD	\$ 31,983.89
STONEWOOD PROJECTS INC	78,195.55
STRAIN LANDSCAPES LTD	199,063.28
STRATA VIS 6469	40,832.77
SUNCORP VALUATIONS LTD	25,152.75
SUPERIOR PROPANE	27,372.74
SW AUDIO & VISUAL	170,425.11
TD CANADA TRUST	30,694.36
TASK CONSTRUCTION MANAGEMENT	470,058.09
TEKARA ORGANIZATIONAL EFFECTIVENESS	46,385.50
TELUS	256,517.40
TELUS MOBILITY	117,130.16
TEMPEST DEVELOPMENT GROUP	105,089.21
TERASEN GAS	927,783.63
TERRAFIRM ENTERPRISES	28,112.00
THINK COMMUNICATIONS	49,364.72
THRIFTY FOODS	25,929.21
THYSSENKRUPP ELEVATOR	118,127.61
TOURISM NANAIMO	26,194.42
TOURISM VANCOUVER ISLAND	37,735.98
TRANE CANADA CO	67,115.62
UNDERLINE HYDRANTS	79,306.49
UNION OF BC MUNICIPALITIES	41,534.42
UNITED CARPET	27,273.01
UNITED RENTALS CANADA INC	50,043.70
VAN ISLE AGGREGATES	27,832.36
VANCOUVER ISLAND CONFERENCE CENTRE	152,475.79
VANCOUVER ISLAND REGIONAL LIBRARY	2,785,204.00
VANCOUVER ISLAND UNIVERSITY	54,591.15
VIA CONSULTANTS INC	118,924.75



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

Supplier Name	Amount Paid
VICC MANAGEMENT COMPANY	\$ 682,520.72
VIMAR EQUIPMENT LTD	53,307.16
VONDELLA MECHANICAL 2000 LTD	446,079.49
WASTE SERVICES (CA) INC	661,245.97
WENDELL'S WELDING SERVICES INC	65,094.01
WESTBURNE ELECTRIC SUPPLY (BC)	41,592.96
WHOLESALE FIRE & RESCUE LTD	1,162,146.15
WILLIAMSON & ASSOCIATES	58,511.87
WINDLEY CONTRACTING LTD	777,034.16
WOODGROVE CHRYSLER	50,264.64
WORKERS' COMPENSATION BOARD OF BC	588,318.30
YOUNGBLOOD HANDYMAN SERVICES	<u>66,795.75</u>
TOTAL SUPPLIERS OVER \$25,000	\$ 133,538,736.53
TOTAL SUPPLIERS UNDER \$25,000	<u>8,278,572.32</u>
TOTAL SUPPLIERS	<u>\$ 141,817,308.85</u>



**STATEMENT OF FINANCIAL INFORMATION
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FOR THE YEAR ENDED DECEMBER 31, 2010**

Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prépared Under the Financial Information Regulation, Schedule 1, Section 7

ADD: GRANTS AND CONTRIBUTIONS EXCEEDING \$25,000

DOWNTOWN NANAIMO BUSINESS IMPROVEMENT ASSOCIATION	\$ 206,000.00
MCGIRR SPORTS FIELD SOCIETY	110,000.00
NANAIMO & DISTRICT MUSEUM SOCIETY	322,204.00
NANAIMO AREA LAND TRUST	30,000.00
NANAIMO ART GALLERY	61,120.00
NANAIMO MARINE RESCUE SOCIETY	25,000.00
NANAIMO POLICE BASED VICTIMS SOCIETY	48,229.00
NANAIMO VOLUNTEER & INFO CENTRE SOCIETY	35,000.00
PORT THEATRE SOCIETY	445,247.00
THEATRE ONE	28,000.00
TOURISM NANAIMO	335,300.00
VANCOUVER ISLAND SYMPHONY	64,840.00
TILlicum LELUM ABORIGINAL FRIENDSHIP CENTRE	<u>115,906.22</u>

TOTAL GRANTS OVER \$25,000 **\$ 1,826,846.22**

TOTAL SUPPLIERS AND GRANTS **\$ 143,644,155.07**

LESS: EXPENSES PAID ON BEHALF OF ELECTED OFFICIALS & EMPLOYEES **(596,405.85)**

TOTAL **\$ 143,047,749.22**



**STATEMENT OF FINANCIAL INFORMATION
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Part G

**SCHEDULE SHOWING TOTAL PAID TO EACH SUPPLIER
FOR GOODS AND SERVICES EXCEEDING \$25,000**

Prepared Under the Financial Information Regulation, Schedule 1, Section 7

RECONCILIATION

TOTAL OF AGGREGATE PAYMENTS EXCEEDING \$25,000	\$ 135,365,582.75
CONSOLIDATED TOTAL OF PAYMENTS OF \$25,000 OR LESS PAID TO SUPPLIERS	<u>8,278,572.32</u>
	<u>\$ 143,644,155.07</u>
EXPENDITURES BY OBJECT, PER NOTE 24 OF THE FINANCIAL STATEMENTS	\$ 156,705,299.00
ADJUSTMENTS	<u>(13,061,143.93)</u>
	<u>\$ 143,644,155.07</u>

STAFF REPORT

REPORT TO: AL KENNING, CITY MANAGER

FROM: DEBORAH DUNCAN, MANAGER, FINANCE, COMMUNITY SERVICES,
TOM HICKEY, GENERAL MANAGER, COMMUNITY SERVICES

RE: CUSTOMER SERVICE LEVELS FOR ENGINEERING & PUBLIC WORKS

STAFF'S RECOMMENDATION:

That Council provide input on customer service levels.

EXECUTIVE SUMMARY:

In 2010-Nov, Council received the Engineering and Public Works Asset Management Plan. The Asset Management Plan is expected to help:

- Council in making service level and investment decisions;
- staff with the planning and management of the assets, and
- taxpayers by sustaining value for the services provided.

The next step in the development of the Asset Management Plan is to define and measure customer levels of service.

BACKGROUND:

Levels of service are established to meet customer, environmental and regulatory expectations. It is important that levels of service are monitored and evaluated to determine if the City is delivering the right level of service at the right cost. Establishing levels of service will help Council make operating and capital budget decisions and will impact future levels of property taxation. The budget allocations enable staff to manage the assets and maintain service levels.

The City delivers a broad range of services to the community. In May 2004, City Council used IPSOS Reid to do a Quality of Life Survey for Nanaimo. One of the survey questions rated customer satisfaction with services provided by the City. A variety of services were listed and satisfaction levels for these services ranged from 82% to 95% of customers being satisfied. IPSOS Reid commented that residents were highly satisfied with Nanaimo's services – overall, better than other municipalities in BC.

To help improve the process of monitoring and evaluating customer satisfaction, staff have developed customer service statements for Engineering and Public Works. Staff is seeking Council's input on the wording, intent and interpretation of these statements. Based on Council's input, staff will edit these customer service statements and at a subsequent meeting ask for Council adoption.

If Council believes there is value in defining and measuring service levels, staff will extend this process to involve other departments so that customer service statements are developed for all of the City's major customer services.

☐ Council
☒ Committee *ELPCOW*
☒ Open Meeting
☐ In-Camera Meeting
 Meeting Date: *2011-JUN-20*

When the customer service statements for all departments have been adopted by Council, these statements will be used together with performance measures to get feedback from the community via a survey, and through focus groups, to measure customer satisfaction with current levels of service. This process links to the balanced scorecard initiative that is being developed to help determine how well the City is doing at meeting its goals. Council can then choose to increase, maintain or reduce service levels based on customer feedback.

At the 2011-June-20 meeting, staff will make a presentation for Council discussion and input that includes the service level statements listed below and the process on how they will be used to measure customer satisfaction with current levels of service.

Water:

- Customers expect water that is clean and safe to drink with minimal service disruption, to satisfy all anticipated consumption and fire protection.

Sanitary Sewer:

- Customers expect sewer service that helps maintain public health and safety, with minimal service disruption and impact to environment and property.

Drainage:

- Customers expect the City's drainage system to minimize impact to property and environment.

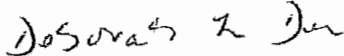
Streets, Sidewalks, Signs and Street Lighting:

- Customers expect streets, sidewalks, signs and street lighting to be safe, clean and convenient.


Garbage, Kitchen Waste/Recycling:

- Customers expect scheduled services to maximize recycling, to be convenient and reliable, and to help maintain community health and sanitation.

Respectfully submitted,



Deborah Duncan, Manager
Finance, Community Services



T. Hickey, General Manager
Community Services

Council: 2011-June-20
TH/fg

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FOR INFORMATION ONLY

REPORT TO: TOM HICKEY, GENERAL MANAGER COMMUNITY SERVICES

FROM: GARY FRANSSEN, MANAGER, SANITATION AND RECYCLING

RE: REFUSE AND RECYCLING COLLECTION ROUTE ADDITION

STAFF'S RECOMMENDATION:

That Council receive the report for information.

EXECUTIVE SUMMARY

The City provides garbage and recycling collection service to 25,350 households weekly. This is accomplished with six collection routes on each of the five weekly collection days. The six route per day system has been in place since 2000 when 21,075 households were serviced weekly and the average route size was 702 residences per collection route.

Growth since 2000 has added 4,275 households, which amounts to providing service to an additional 855 houses per day. To maintain service levels, which in 2012 will be weekly kitchen waste and bi-weekly recycling and garbage collection, a seventh daily route needs to be added.

BACKGROUND:

Garbage and recycling collection routes and the way they are serviced were last adjusted in July 2000 with the initiation of six daily collection routes or a total of thirty collection routes with an average route size of 702 residences.

Some of the six daily collection routes that are serviced by one truck and operator now include over 1,000 households. Collection routes of about 700 households are generally considered an achievable and efficient standard to work to within the industry. By adding a seventh daily collection route and moving to 35 routes per week, the average route size at the beginning of 2012 will be 729 residences. This fits within industry standard and allows for several years of growth before having to confront adding an eighth route.

It is important that the seventh daily route not be added until 2012 because the kitchen waste program is being phased in on the current routing system. About 8,200 households have been on the kitchen waste program since 2010-October. The 17,000 plus households not presently on the program will see their green bins arrive this 2011-September with the service implemented in 2011-October. These households will have three months to adjust to the green bin service then the collection routes will be changed 2012-January. In the interim, staff will be planning routes and developing new schedules for distribution to all customers in 2011-December.

Adding one route per day to our existing compliment of six daily collection routes will require the addition of a refuse collection operator plus holiday replacement. The staff cost for wages and benefits is estimated at \$85,000 per year. Also, one of the older garbage trucks to be replaced by a split packer this summer will be retained as a back-up unit. The annual fleet costs associated with keeping this truck is about \$42,000 per year based on the operating expenses and replacement costs.

☐ Council
☒ Committee *FLPCW*
☒ Open Meeting
☐ In-Camera Meeting
 Meeting Date: *2011-JUN-20*

All garbage and recycling services are funded by user fees. The user fee for 2011 is \$114 per residence/year and the addition of a seventh route will raise user fees by approximately \$5 per residence in 2012. Currently, customers in other areas of the RDN pay \$125 for garbage and recycling service and RDN rates are forecast to increase in 2012.

Respectfully submitted,



G. Franssen, Manager
Sanitation, Recycling & Cemeteries



T. Hickey, General Manager
Community Services

FPCOW: 2011-Jun-20

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FOR INFORMATION ONLY

REPORT TO: AL KENNING, CITY MANAGER

FROM: TOM HICKEY, GENERAL MANAGER, COMMUNITY SERVICES

RE: WATER TREATMENT PLANT REFERENDUM INFORMATION

Council ☐ Committee ☒ Open Meeting ☒ In-Camera Meeting ☐
 Meeting Date: 2011-Jun-20

STAFF'S RECOMMENDATION:

That Council receive this report.

EXECUTIVE SUMMARY:

At the 2011-JUN-13 meeting of Council, a motion was passed that the Water Treatment Plant Loan Authorization Bylaw 2011 No. 7127 be authorized by referendum in conjunction with the general local government elections on 2011-NOV-19.

It is important the City of Nanaimo ensure that taxpayers voting on the referendum are well informed about the project and the decision on which they are being asked to vote. A referendum information package will be prepared for communication prior to the election that will build on the information provided in this report.

BACKGROUND:

The Referendum Question?

Taxpayers will be asked by referendum to approve the Water Treatment Plant Loan Authorization Bylaw 2011 No. 7127 which enables the City to borrow up to \$22.5 million to help fund the construction cost of the Water Treatment Plant.

If the referendum does not pass the City will need to get the \$22.5 million by raising water rates (assuming Council maintains its policy to raise water funds through water rates rather than taxation).

Why does this require Elector Approval?

According to the Community Charter, long-term borrowing of this magnitude and nature requires approval of the electors.

Project Cost and Funding Sources

The Water Treatment Plant is estimated to cost \$65 Million. The funding is broken down as follows:

\$ 17.8 million	Building Canada Fund
\$ 10.0 million	Community Works Fund
\$ 5.9 million	Development Cost Charges
\$ 8.8 million	Water rate revenues
\$ 22.5 million	Borrowing, or if the referendum fails, from water rate increases

Additionally, Council endorsed a Gas Tax Fund grant application for an additional \$7.69 million which may further help taxpayer costs.

Why is the City building a Water Treatment Plant?

Regulation of drinking water quality is primarily a provincial responsibility. Each province and territory has developed legislation and/or policies to protect the quality of drinking water from source to tap. All jurisdictions base their requirements on the Guidelines for Canadian Drinking Water Quality and enforce them through legislation, regulation or licensing.

In BC, the authority for regulating drinking water quality rests with the Ministry of Health. In most Canadian communities, drinking water is treated, stored and delivered to homes and business by a Local Government, as in the City of Nanaimo. Local governments manage the day-to-day operation, maintenance and monitoring of the drinking water treatment and distribution to ensure the water reaching consumers meets the required drinking water quality standards. The Water Quality Standards for Nanaimo are established by the Vancouver Island Health Authority (VIHA) and are outlined in our permit to operate a water supply system. (copy attached)

VIHA notified the City in 2008 that it had approved a new treatment standard for surface water supply systems. This policy requires water system owners to achieve a 4-logarithm removal / inactivation of viruses, a 3-logarithm removal / inactivation of Giardia cysts and Cryptosporidium oocysts, provide 2 forms of treatment and produce a finished water quality with less than 1 ntu of turbidity. This treatment standard is a requirement throughout the province of BC. On Vancouver Island, all surface water systems serving over 500 people have had their operating permits modified to meet this treatment standard. The purpose of the policy is to add additional barriers in the multi-barrier approach to safe drinking water.

The City of Nanaimo's water supply is protected from bacteriological contamination by means of a single treatment process being chlorination. The majority of waterborne illness outbreaks in jurisdictions throughout North America are associated with surface water supplies with a similar treatment process as our City currently operates. A second barrier [filtration plant] will significantly reduce the associated risks of a potential waterborne illness for the City's population and bring the City's treatment processes up to Canadian Drinking Water Quality standards.

As an outcome, the City as the water system owner shall provide two treatment processes including filtration. As indicated to Council, the permit also includes a condition to meet a schedule for the design, construction and start up of a water treatment plant. The City must construct the plant because the terms and conditions on the Operating Permit are legally binding.

While the City of Nanaimo generally has excellent water quality, there are typically several days each year when the turbidity level of the water exceeds Guidelines for Canadian Drinking Water Quality causing potential health concerns. One of the main reasons is heavy rainfall causing erosion, which in turn washes silt and organic matter directly into the water source.

Current Status of the Water Treatment Plant Project

At the 2011-May-02 Council meeting, Associated Engineering, the project engineers, updated Council as to their progress on the design of the water treatment plant. The predesign stage has been completed and Council authorized staff to enter into the detailed design phase. At this time about \$3 million has been spent on the project.

The next steps in the project are:

- Completion of land acquisition for the site in the summer of 2011.
- The procurement of membrane and process equipment will be completed in the summer of 2011 with the contract value of the membrane equipment estimated at \$9 million.
- Selected detailed design will occur between 2011-July and 2012-June with the building being tendered for construction in the fall 2012.
- Operation of the plant to begin in the spring of 2015.

Respectfully submitted,



T. Hickey, General Manager, Community Services

PERMIT to OPERATE

A WATER SUPPLY SYSTEM

Water System Name: **NANAIMO WATER WORKS**
Premises Number: **1310808**

Premises Address: **2020 Labieux Road**
Nanaimo, BC
V9T 6J9

Water System Owner: **City of Nanaimo**

The City of Nanaimo is hereby permitted to operate the above potable water supply system and is required to operate this system in accordance with the ***Drinking Water Protection Act*** and in accordance with the conditions set out in this Operating Permit and conditions established as part of any construction permit.

The water supply system for which this operating permit applies is generally described as:

Service Delivery Area: **City of Nanaimo and bulk water to Snuneymuxw First Nations and South West Extension Improvement District**

Source Water: **Jump Lake and the South Fork of the Nanaimo River**

Water Treatment methods are: **None**

Water Disinfection methods are: **Chlorination**

Number of Connections **> 20,000 Connections - DWP**

Operating conditions specific to this water supply system are in Appendix A.

Date: July 13, 2009

Issued By: 
Environmental Health Officer

**THIS PERMIT MUST BE DISPLAYED
IN A CONSPICUOUS PLACE AND IS NOT TRANSFERABLE**

PLACE DECAL HERE



VANCOUVER ISLAND

health
authority

APPENDIX A

WATER SYSTEM OPERATING CONDITIONS FOR

NANAIMO WATER WORKS

2020 Labieux Road

Nanaimo, BC, V9T 6J9

1. Existing Performance Standards

The Water System Owner (City of Nanaimo) shall ensure the disinfection system is in good working order and provide the following:

- Raw water turbidity must be recorded on a continuous basis and shall not exceed 1 NTU in more than 5% of the average daily measurements in each calendar month. If the raw water exceeds an average of 5 NTU for a period of more than 12 hours, the Drinking Water Officer must be contacted immediately.

2. Treatment Specification

The Water System Owner shall provide two treatment processes acceptable to the Vancouver Island Health Authority, achieve a 4-log removal/inactivation of viruses, a 3-log removal/inactivation of Giardia cysts and Cryptosporidium oocysts, and produce a finished water with less than 1 NTU turbidity.

The Water System Owner is required to meet the following implementation plan dates:

- | | |
|------------------------------|--------------------------------------------------------|
| a. <u>June 21, 2011</u> | Completion of the water treatment plant design detail |
| b. <u>September 23, 2013</u> | Water treatment plant construction has commenced |
| c. <u>March 21, 2015</u> | Commissioning and startup of the water treatment plant |

Date: July 13, 2009

Environmental Health Officer

Health Protection &
Environmental Services
3rd Floor, 6475 Metral Drive
Nanaimo BC V9T 2L9

Central Island
Ph: (250) 755-6215
Fax: (250) 755-3372

June 16, 2011

REPORT TO COUNCIL

TO: A.C. KENNING, CITY MANAGER

FROM: I. HOWAT, DIRECTOR OF STRATEGIC RELATIONSHIPS

RE: INTERIM APPOINTEES TO THE NANAIMO ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

RECOMMENDATION:

That Council receive this report for information.

EXECUTIVE SUMMARY:

At the Nanaimo Economic Development Commission (NEDC) meeting of 2011-JUNE-10 Mayor Ruttan, Councillors Pattje and Unger stepped down from the NEDC to assume their new responsibilities with Council's newly established Progress Nanaimo. With the vacancies on the NEDC new interim members needed to be appointed until such time as the formal nomination process can begin in 2012.

BACKGROUND:

At the meeting held 2011-MAY-30 Council created Progress Nanaimo and appointed Mayor Ruttan as the Chair and Councillors Pattje and Unger as Council representatives. Mayor Ruttan, Councillors Unger and Pattje as currently the sole members of Progress Nanaimo were tasked with nominating the members of Progress Nanaimo to Council and further in accordance with the Progress Nanaimo Policy also approved on 2011-MAY-30, they would be responsible for filling the interim positions on the NEDC.

The above noted policy addresses interim appointments to the NEDC as follows:

"The Nominating Committee may fill interim director vacancies until Mayor and Council ratify the nominations report the following January."

Mayor Ruttan, Merv Unger and Fred Pattje, sitting as Progress Nanaimo has appointed interim NEDC Board members. Those new members are:

Frank Crucil, F&M Installations
Odai Sirri, Grand/Waterfront Hotels
Andre Sullivan, Sullivan Financial
Doug Backhouse, HB Lanarc Golder

☐ Council
☒ Committee *F/PLOW*
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: *2011-JUN-20*

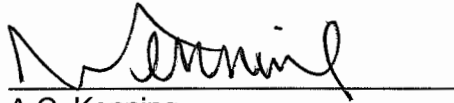
These members will sit as interim members of the Board until Progress Nanaimo is fully populated and Progress Nanaimo commence with formal nominations to Council for the 2012 NEDC Board of Directors. At that time any of the NEDC Directors may wish to be re-nominated.

This week the City was advised that the Articles of Incorporation for the new corporation were approved by the Inspector of Municipalities

Respectfully submitted,



I. Howat
Director of Strategic Relationships



A.C. Kenning
City Manager

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