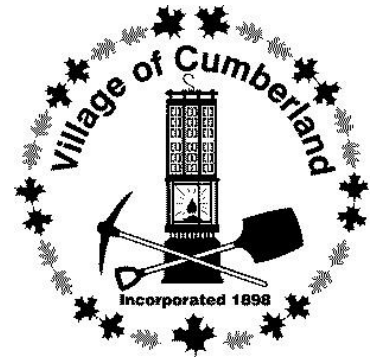


REGULAR AGENDA

28/2013/R



The Corporation of the Village of Cumberland

Regular Council Meeting
November 12th, 2013 at 5:30 p.m.
Village Council Chambers

1. Approval of Agenda

- 1.1 Agenda for regular council meeting, November 12th, 2013.
Recommend THAT Council approve the agenda for the regular council meeting, November 12th, 2013.

2. Adoption of Minutes

- 2.1 Minutes of the council meeting held October 28th, 2013. 1
Recommend THAT Council approve the minutes of the council meeting held October 28th, 2013.

3. Delegations

4. Unfinished Business

5. Correspondence

- 5.1 Earth Day Canada 8
- Hometown Heroes Award Program
- Recommend THAT Council receive the correspondence from Earth Day Canada re: Hometown Heroes Award Program.***
- 5.2 Claude Dauphin, President Federation of Canadian Municipalities 9
- Support for the national housing campaign
- Recommend THAT Council receive the correspondence from Claude Dauphin, President Federation of Canadian Municipalities re: Support for the national housing campaign.***

- 5.3 Barb Giroday, Cumberland Lantern Committee, Cumberland Empire Events Society 13
- Heritage Fair and Taiwanese Lantern Festival Parade of Light, February 15th, 2014
 - i) **Recommend THAT Council receive the correspondence from Barb Giroday, Cumberland Empire Events Society re: Heritage Fair and Taiwanese Lantern Festival Parade of Light, February 15th, 2014.**
 - ii) **Recommend THAT Council approve the closure of Dunsmuir Avenue from Egremont Street to Seventh Street from 5:45 to 7 p.m. for the Heritage Fair and Taiwanese Lantern Festival Parade of Light.**
- 5.4 Jim Gillis, Comox Valley Regional District Area B Director Chair, Comox Valley Cycling Task Force 14
- Comox Valley Cycling Task Force re: Funding in support of Hub for Active School Travel (HASTe BC)
 - i) **Recommend THAT Council receive the correspondence from Nancy Hofer, Environmental Planner, City of Courtenay, re: Comox Valley Cycling Task Force re: Funding in support of Hub for Active School Travel (HASTe BC).**
 - ii) **Recommend THAT Council express support to the Ministry for continued operational funding for Hub for Active School Travel (HASTe BC).**
6. Reports
- 6.1 Parks and Recreation Grant-In-Aid Applications 16
- Prepared by Kevin McPhedran, Outdoor Recreation Co-ordinator
- i) **Recommend THAT Council receive the Parks and Recreation Fees Grant Application: Grant Dispersal report.**
 - ii) **Recommend THAT Council determine grant allocations to non-profit community organizations for the use of Village parks and recreation facilities.**
- 6.2 Cumberland Lake Park: 2013 Contractor Annual Report 25
- Prepared by Kevin McPhedran, Parks and Outdoor Recreation Coordinator
- Recommend THAT Council receive the Cumberland Lake Park: 2013 Contractor Annual Report for information.**

- 6.3 Multi Materials BC Contract Offer 49
Prepared by Rob Crisfield, Manager of Operations
i) Recommend THAT Council receives the Multi Materials BC Contract offer report.
ii) Recommend THAT Council provides staff with direction on executing the 'Statement of Works for Collection of Services Provided by Local Government' and 'Master Services Agreement' documents from MMBC.
- 6.4 October 2013 Recreation Department Report 106
Prepared by Margaret Robertson, Recreation Program Coordinator and Sandra Hryko, Recreation Programmer
Recommend THAT Council receive the October 2013 Recreation Department Report for information.
- 6.5 October 2013 Parks and Outdoor Recreation Report 108
Prepared by Kevin McPhedran, Parks and Outdoor Recreation Coordinator
Recommend THAT Council receive the Parks and Outdoor Recreation Coordinator October 2013 report for information.
- 6.6 Protective Services Report, October 2013 110
Prepared by Mike Williamson, Fire Chief/Manager of Protective Services
• Bylaw Enforcement Report for October 2013
Recommend THAT Council receive the Protective Services Report, October 2013 for information.
- 6.7 October 2013 Operations Department Report 115
• Planning Report for October 2013
• Public Works Report for October 2013
Recommend THAT Council receives the October 2013 – Operations Department Report for information.
- 6.8 October 2013 Administration Department Report 121
Prepared by Michelle Mason, Financial Officer
Recommend THAT Council receive the October 2013 Administration Department Report for information.
- 6.9 October 2013 Chief Administrative Officer Report 123
Prepared by Sundance Topham, Chief Administrative Officer
Recommend THAT Council receive the October 2013 Chief Administrative Officer Report for information.

- 6.10 Council Reports
 - 6.10.1 Mayor Leslie Baird 125
 - 6.10.2 Councillor Conner Copeman 127
 - 6.10.3 Councillor Kate Greening 128
 - 6.10.4 Councillor Roger Kishi 129
 - 6.10.5 Councillor Gwyn Sproule 130

Recommend THAT the Council reports be received.
- 7. Bylaws
 - 7.1 Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013 131
Prepared by Michelle Mason, Financial Officer
 - i) ***Recommend THAT Council receive the Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013 report for information.***
 - ii) ***Recommend THAT Council direct staff to proceed with the set up of financial institution on-line payments for utility and property tax bills; and***
 - iii) ***Recommend THAT Council give first reading of Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013.***
 - 7.2 2013 – 2017 Financial Plan Amendment Bylaw No. 994, 2013 138
Prepared by Michelle Mason, Financial Officer
 - i) ***Recommend THAT Council receive the 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013 report for information.***
 - ii) ***Recommend THAT Council give first reading to the 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013.***
- 8. Consent Calendar
 - All matters listed here are considered to be routine and non-controversial and will be received by one motion. There will be no separate discussion of these items unless a member so requests, in which case the item will be removed from the Consent Calendar and considered immediately after the adoption of the Consent Calendar.
 - 8.1 Dianne Hawkins, President & CEO, Comox Valley Chamber of Commerce, letter to Ministry of Community, Sport and Cultural Development, re: local government election reform in British Columbia; 145
 - 8.2 Paul Ives, Mayor, Town of Comox re: proposed alternate process for nominating entities to Comox Valley Airport Commission; 147

- | | | |
|-----|--|-----|
| 8.3 | Mary Ellen Walling, Executive Director, BC Salmon Farmers Association re: conclusion of role as director; | 148 |
| 8.4 | Stephanie Cadieux, Minister of Children and Family Development re: Adoption Awareness Month in British Columbia; | 149 |
| 8.5 | Kathleen Gibson, BC Food Systems Network re: changes for the ALR and the ALC; and | 151 |
| 8.6 | Tamie Nohr, Deputy Director of Corporate Administration, District of Lantzville re: Trail Establishment along E & N Rail Corridor. | 154 |

Recommend THAT the Consent Calendar be received.

9. New Business

10. Notices, Motions and Announcements

Matters considered here may include notices or motions to hold a meeting of the Committee of the Whole, a Village Hall meeting, a public hearing, and notices of motion introduced by a council member.

11. Question Period

12. Closed Portion

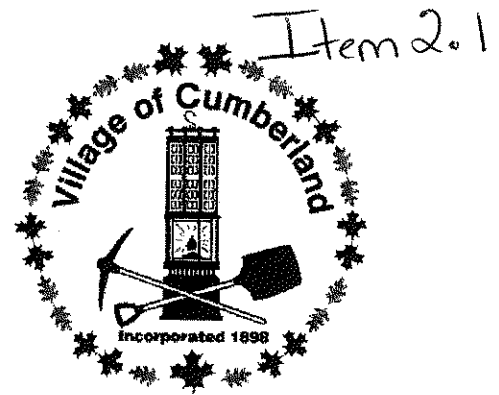
Recommend THAT pursuant to Section 90 (1) of the Community Charter Council close the meeting to the public to consider:

- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interest of the municipality.

13. Adjournment

REGULAR MINUTES

27/2013/R



The Corporation of the Village of Cumberland Regular Council Meeting October 28th, 2013 at 5:30 p.m. Village Council Chambers

Mayor Leslie Baird
Councillor Conner Copeman
Councillor Kate Greening
Councillor Roger Kishi
Councillor Gwyn Sproule

Sundance Topham, Chief Administrative Officer
Michelle Mason, Financial Officer
Rob Crisfield, Manager of Operations
Rachel Parker, Deputy Corporate Officer
Judith Walker, Senior Planner
Kevin McPhedran, Parks and Outdoor Recreation
Coordinator

The meeting was called to order at 5:30 p.m.

1. Approval of Agenda

1.1 Agenda for regular council meeting, October 28th, 2013.

Motion 13-504

Sproule/Kishi

THAT Council approve the agenda for the regular council meeting, October 28th, 2013.

Carried Unanimously

2. Adoption of Minutes

2.1 Minutes of the council meeting held October 15th, 2013.

Motion 13-505

Sproule/Kishi

THAT Council approve the minutes of the council meeting held October 15th, 2013.

Carried Unanimously

3. Delegations

None

4. Unfinished Business

None

5. Correspondence

- 5.1 BC Hydro re: Street lighting – proposal to switch from drop lens to flat lens
Motion 13-506

Copeman/Kishi

THAT Council receive the correspondence from Paul Bouman, BC Hydro re: Street lighting – proposal to switch from drop lens to flat lens.

Carried Unanimously

Motion 13-507

Greening/Sproule

THAT Council agree to the proposal that BC Hydro replace drop lens lights with flat lens lights when lights require replacement due to luminaire failure by authorizing staff to sign a copy of the letter from BC Hydro.

Carried Unanimously

6. Reports

- 6.1 Village Park Skateboard Park Project Update
Motion 13-508

Greening/Sproule

THAT Council receive the Village Park Skateboard Park Project Update report.

Carried Unanimously

Motion 13-509

Greening/Sproule

THAT Council enter into the Memorandum of Understanding agreement with the Cumberland Community Schools Society for the purposes of clarifying the roles of each party in the skateboard park project and to authorize the Mayor and Chief Administrative Officer to execute the agreement.

Carried Unanimously

Motion 13-510

Sproule/Greening

THAT Council approve a Grant in Aid to the Cumberland Community Schools Society for the purpose of covering fees when hosting skateboard park fundraising events using Village parks and facilities.

Carried Unanimously

Motion 13-511

Greening/Sproule

THAT Council approve the installation of a "Future home of Cumberland Skateboard Park" sign at Village Park to assist in fundraising efforts.

Carried Unanimously

Motion 13-512

Greening/Sproule

THAT Council direct staff to bring forward a report with more information on the proposed temporary skateboard park facility in the existing Village Park basketball court.

Carried Unanimously

6.2 Village of Cumberland Entrance Sign Report

Motion 13-513

Greening/Sproule

THAT Council receive the Village of Cumberland Entrance Sign Report.

Carried Unanimously

Motion 13-514

Greening/Sproule

THAT Council direct staff to bring forward a report with further information on locations and costs for an entrance sign that focuses on drawing drivers to Cumberland from Highway 19.

Carried Unanimously

6.3 Cumberland Museum & Archives Society: Proposed Building Improvements

Motion 13-515

Copeman/Greening

THAT Council receive the "Cumberland Museum & Archives: Proposed Building Improvements Report" for information.

Carried Unanimously

Motion 13-516

Copeman/Sproule

THAT Council write a letter of support for the Cumberland and District Historical Society to attach to funding grant applications for improvements to the Cumberland Museum and Archives.

Carried Unanimously

6.4 Committee of the Whole Meetings

Motion 13-517

Greening/Sproule

THAT Council receive the Committee of the Whole Meetings report.
Carried Unanimously

Motion 13-518

Greening/Kishi

THAT Council schedule Committee of the Whole meetings on November 27, 2013 at 5:30 p.m. and on December 2, 2013 at 5:30 p.m.

Carried Unanimously

6.5 2013 Major Capital and Operating Project Update Report

Motion 13-519

Sproule/Kishi

THAT Council receives the 2013 Project Update Report.

Carried Unanimously

Motion 13-520

Sproule/Kishi

THAT Council direct staff to carry forward the Second Street/Allen Avenue water main upgrade project and the lane north of Maryport Avenue sewer project into the 2014 budget.

Carried Unanimously

6.6 Financial Report – September 30, 2013

Motion 13-521

Copeman/Sproule

THAT Council receive the Financial Report – September 30, 2013 report for information.

Carried Unanimously

6.7 Outstanding Action Items Report

Motion 13-522

Sproule/Kishi

THAT Council receive the Outstanding Action Items Report for information.

Carried Unanimously

6.8 Electronic Funds and Cheque Register Report, September 2013

Motion 13-523

Greening/Copeman

THAT Council receives the Electronic Funds and Cheque Register Report, September 2013 for information.

Carried Unanimously

7. Bylaws

7.1 Development Cost Charges Amendment Bylaw No. 987, 2013

Motion 13-524

Kishi/Sproule

THAT Council receive the Development Cost Charges Amendment Bylaw No. 987, 2013 report.

Carried Unanimously

Greening/Sproule

THAT Council direct staff to bring forward a report on the consequences if some of the projects on the development cost charge schedule are removed.

In favour: Councillor Greening
Councillor Sproule

Opposed: Mayor Baird
Councillor Copeman
Councillor Kishi

Defeated

Motion 13-525

Kishi/Copeman

THAT Council amend The Corporation of the Village of Cumberland Development Cost Charges Amendment Bylaw No. 987, 2013 by adding definitions for residential low density, residential medium density, and residential high density, and to replace Schedule A; and
THAT Council give The Corporation of the Village of Cumberland Development Cost Charges Amendment Bylaw No. 987, 2013 third reading as amended.

In favour: Mayor Baird
Councillor Copeman
Councillor Kishi

Opposed: Councillor Greening
Councillor Sproule

Carried

7.2 The Corporation of the Village of Cumberland 2014 Permissive Tax Exemption Bylaw No. 989, 2013.

Motion 13-526

Greening/Sproule

THAT Council give fourth reading and adoption to "Permissive Tax Exemption 2014 Bylaw No. 989, 2013".

Carried Unanimously

8. Consent Calendar

All matters listed here are considered to be routine and non-controversial and will be received by one motion. There will be no separate discussion of these items unless a member so requests, in which case the item will be removed from the Consent Calendar and considered immediately after the adoption of the Consent Calendar.

8.1 Vancouver Island Regional Library re: Facility Update;

8.2 James Clancy, National President, National Union of Public and General Employees re: Community Social Service Workers Appreciation Day;

Motion 13-527

Sproule/Kishi

THAT the Consent Calendar be received.

Carried Unanimously

9. New Business

None

10. Notices, Motions and Amendments

Matters considered here may include notices or motions to hold a meeting of the Committee of the Whole, a Village Hall meeting, a public hearing, and notices of motion introduced by a council member.

- Second Mock Water Bills issued last week; Water Meter open house on November 18, 2013 from 5 to 7 p.m.
- Trick and Treat Costume Parades starts at 4 p.m. at the Village Office on October 31, 2013
- Third Street Construction Project is now complete

11. Question Period

A comment was received in support of the decision to revise the scope of the entrance sign to draw visitors from Highway 19.

12. Closed Portion

Motion 13-528

Kishi/ Sproule

THAT Council close the meeting to the public under section 90(1) of the Community Charter to consider labour relations or other employee relations; the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interest of the municipality; and the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Carried Unanimously

13. Adjournment

The meeting was adjourned at 8:10 p.m.

Certified Correct:

Mayor

Corporate Officer

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

From: Earth Day Canada / Jour de la Terre Canada

To: Mayor.Baird@cumberlandbc.net

Sent: Wednesday, October 09, 2013 11:02 AM

Subject: Hometown Heroes Award Program launched for everyday eco-heroes! / Le programme de prix Les héros de chez-nous pour nos héros environnementaux de tous les jours!

For an online version of this email please [click here](#). Pour une version en ligne de ce courriel, [cliquez ici](#).

Please share this message on [Facebook](#) and [Twitter](#). Partagez sur [Facebook](#) et [Twitter](#).



Earth Day®
Jour de la Terre®
CANADA

Hometown Heroes Award Program launched for everyday eco-heroes!

(Un message en français suivra)

Do you know someone in your community who is taking heroic action to support a healthier environment? A volunteer group valiantly working to protect our natural resources? Or a small business that champions sustainable practices?

If this sounds like you or someone you know, nominate them or yourself today for Earth Day Canada's Hometown Heroes Award Program.

This program recognizes and celebrates environmental leaders, groups and small businesses who foster meaningful, long-term community awareness and action.

Heroic candidates can win one of the following:

- **Individual Hometown Heroes Award**—a \$10,000 cash-prize to donate to a local environmental group/cause of their choice
- **Group Hometown Heroes Award**—a \$10,000 cash-prize to support their work
- **Small Business Hometown Heroes Award**—a \$5,000 cash-prize that must be used by the business to make an operational change that results in the business lessening their environmental impact, and permission from Earth Day Canada (EDC) to use the award and the EDC logo for one year to help market and promote the business and/or an approved product

The nomination deadline for the Hometown Heroes Award Program 2014 is March 31, 2014.

For more information about the Hometown Heroes Award Program and to download the nomination packages, please visit earthday.ca/hometown.

Please help spread the word about the Award Program by sharing this information with your networks!

If you have any questions, please contact Linda Li-Chee-Ming, Awards & Recognition Programs Lead, at 416-599-1991 ext. 113 (1-888-283-2784 ext. 113) or at heroes@earthday.ca.

Follow us on:



Hometown Heroes Individual Winner 2013, Dawn Deydey.



Hometown Heroes Group Winner 2013, Lower Mainland Green Team.



Hometown Heroes Small Business Winner 2013, Discovery Child Care Centre.

Subject: FW: How you can support the national housing campaign

----- Forwarded message -----

From: **FCM Communiqué** <communiqué@fcm.ca>

Date: Mon, Oct 28, 2013 at 4:28 PM

Subject: How you can support the national housing campaign

[Voir la version française.](#) | [View email in your browser.](#)



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS



FCM Update

October 28, 2013

How you can support the national housing campaign

Dear Members,

Today, Mayor Gregor Robertson, chair of the Big City Mayors' Caucus, was joined by councillors McConnell and Bailão from Toronto, and Councillor Montreuil from Gatineau, to launch **Fixing Canada's Housing Crunch**, our national housing campaign. [See our news release.](#)

This is truly a national issue, affecting communities of all sizes in regions across the country. As our campaign clearly states, Canada's housing crunch must be fixed and all orders of government must work together on long-term solutions.

We need you to help promote the campaign

We will need help from every member to succeed with Fixing Canada's Housing Crunch. Here are some actions to get started:

- [Pass this resolution](#) at your local council.
- [Issue this news release](#) to your local news media.
- [Send this letter](#) to Jason Kenney, minister of social and economic development.
- [Send this letter](#) to the editor of your local newspaper.
- [Talk about the campaign on Twitter](#) using these ready-made tweets.
- [Sign up for campaign updates](#) and encourage your community to sign up, too.
- Promote and share the campaign website on your own site:

www.fcm.ca/housingcrunch.

If you have any suggestions or questions about this campaign, please contact me, or send them to the FCM housing campaign. I look forward to working with all of you to make this campaign a success.

Sincerely,

Claude Dauphin
President

SINCE 1901

DEPUIS 1901



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[Federation of Canadian Municipalities](#) • 24 Clarence Street, Ottawa, Ontario K1N 5P3 • T. [613-241-5221](#) • F. [613-241-7440](#)

SAMPLE MODEL HOUSING RESOLUTION FOR SUPPORT FROM COUNCIL

Please customize as appropriate, particularly by providing examples of high-priority housing projects that require continued federal support.

RESOLUTION

Development of a New Long-Term Federal Plan to Fix Canada's Housing Crunch

WHEREAS, a stable and secure housing system that creates and maintains jobs and allows for a range of living options is essential to attracting new workers, meeting the needs of young families and supporting seniors and our most vulnerable citizens; and,

WHEREAS the high cost of housing is the most urgent financial issue facing Canadians with one in four people paying more than they can afford for housing, and mortgage debt held by Canadians now standing at just over \$1.1 trillion; and,

WHEREAS housing costs and, as the Bank of Canada notes, household debt, are undermining Canadians' personal financial security, while putting our national economy at risk; and,

WHEREAS those who cannot afford to purchase a home rely on the short supply of rental units, which is driving up rental costs and making it hard to house workers in regions experiencing strong economic activity; and,

WHEREAS an inadequate supply of subsidized housing for those in need is pushing some of the most vulnerable Canadians on to the street, while \$1.7 billion annually in federal investments in social housing have begun to expire; and,

WHEREAS coordinated action is required to prevent housing issues from being offloaded onto local governments and align the steps local governments have already taken with regard to federal/provincial/territorial programs and policies; and,

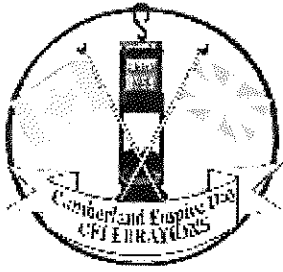
WHEREAS, the Federation of Canadian Municipalities (FCM) has launched a housing campaign, "Fixing Canada's Housing Crunch," calling on the federal government to increase housing options for Canadians and to work with all orders of government to develop a long-term plan for Canada's housing future; and,

WHEREAS FCM has asked its member municipalities to pass a council resolution supporting the campaign;

AND WHEREAS, our community has continuing housing needs, such as the XX and the XX, that can only be met through the kind of long-term planning and investment made possible by federal leadership;

THEREFORE BE IT RESOLVED that council endorses the FCM housing campaign and urges the minister of employment and social development to develop a long-term plan for housing that puts core investments on solid ground, increases predictability, protects Canadians from the planned expiry of \$1.7 billion in social housing agreements and ensures a healthy stock of affordable rental housing for Canadians.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the minister noted above, to the (provincial/territorial) minister of municipal affairs, to (Name of local MP), to the Federation of Canadian Municipalities and to the (Name provincial/Territorial association).



Cumberland Empire Events Society

**PO Box 460
Cumberland, BC
V0R 1S0
Fax: 336-2321**

October 26, 2013

Dear Mayor and Council:

The Cumberland Lantern committee is once again holding the "Parade of Light" on February 15th 2014 as part of the Heritage Faire and Taiwanese Lantern Festival. We are requesting that Dumsuir Avenue from the Village Office to Village Park be closed from 5:45 to 7:00pm for the procession.

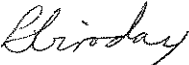
The Cumberland Marching Band will lead the participants.

The Cumberland Motorcycle committee will block the streets for the parade. We do not intend to close the street for parking.

The Village has a copy of Cumberland Empire Events Society insurance coverage, we are under that policy.

If you have any questions please contact Barb Giroday at 250-336-8845.

Thank you,


Barb Giroday



Comox Valley Cycling Task Force

Represented by:
 Town of Comox
 City of Courtenay
 Village of Cumberland
 Comox Valley Regional District

We are sure you hear from local governments that we are increasingly feeling the pressure to conduct more activities (that were formerly conducted by senior governments) with our limited tax-base revenue. We can attest that the Comox Valley Cycling Task Force works with its partners incredibly strategically to leverage our funds in order to conduct important work such as Active School Travel planning. We do this because we have to; we have very little funds to work with. As local governments, we are confident that we are best positioned to work directly with other local agencies in conducting the Active School Travel program. But we require the support from the senior governments such as yours to help share existing examples of best practice being applied elsewhere, and some coordination to get us off the ground. These are roles that locally we cannot be expected to fill effectively, not in all the areas that local governments must provide services for.

As we see our provincial government demonstrate leadership in environmental protection, greenhouse gas reduction and health promotion through the lens of families, we had hoped that more, not fewer, funds would be allocated to strategically valuable roles such as HASTe which clearly plays a role in supporting healthy active families.

Please consider this letter an expression of support from the Comox Valley Cycling Task Force, comprised of representatives from all four Local Governments, for the Provincial Government's continued operational funding of HASTe BC. HASTe's continued viability is key to ensuring that British Columbia's children have access to active, safe and sustainable routes to school.

Sincerely,

Jim Gillis, CVRD Area B Director
 Chair, Comox Valley Cycling Task Force

CC: The Honourable Todd Stone, Ministry of Transportation; The Honourable Peter Fassbender, Ministry of Education; The Honourable Terry Lake, Ministry of Health



Comox Valley Cycling Task Force

Represented by:
Town of Comox
City of Courtenay
Village of Cumberland
Comox Valley Regional District

October 31, 2013

Attn: The Honorable Ms. Polak, BC Minister of Environment
Re: Funding in support of HASTe

On behalf of the Comox Valley Cycling Task Force, which represents all four of our local governments and a number of stakeholders, we are very concerned to learn that the BC Ministry of the Environment is no longer providing operational funding for HASTe BC, the Hub for Active School Travel.

We started our relationship with HASTe a little over a year ago, and have been incredibly grateful for the support they have provided in the form of assistance and resource support on Active School Travel planning and implementation, an area that clearly has plenty of existing work to draw upon. As we all know, there is no point in re-inventing the wheel; HASTe has been indispensable in helping us to cut to the chase in terms of promising approaches and activities to get active travel behaviour established in our communities.

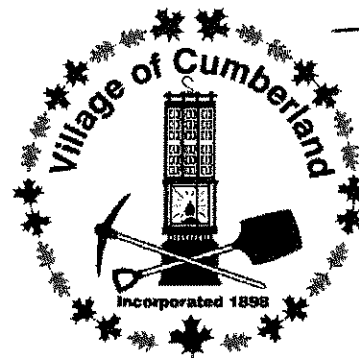
In the Comox Valley, a relatively small rural region, active travel remains a surprisingly controversial and polarizing topic. This troubles groups like ours as we know that active transportation for children, adults (and in our particular case, seniors), and indeed the entire family, is critical to achieving multiple beneficial, long-term goals: greenhouse gas reduction, health promotion, and relief on public roads thus reducing public costs over the long run, admirable goals of the Province that we are trying to implement locally.

HASTe has offered a helpful and practical framework for action to raise the awareness of the value of active travel. Because of HASTe - their resources, guidance, reputation and proven track record - we have been successful in piecing together funds from a range of sectors to hire an active school travel coordinator for our School District (71). I must emphasize this form of collaboration between the funders (SD71, City of Courtenay, Town of Comox, Comox Valley Regional District and in-kind support from the Comox Valley Cycling Coalition) is unprecedented in our context. We are aware that we are 'forging new ground' in terms of establishing working relationships across sectors that we will all benefit from in the future.

While we cannot speak specifically to the outcomes of the work as our coordinator has just started, we already are seeing the public get excited about the active school travel process, parents want the program to be offered at more schools (we are starting with three in our first year) and our local governments strongly supported the program. Again, I must emphasize that in a community where active travel remains controversial, this degree of support is viewed as a promising point of entry from which to promote active transportation more generally.

Item 6.1

COUNCIL REPORT



REPORT DATE: November 5th, 2013
MEETING DATE: November 12th, 2013

File No: 1850-20

TO: Mayor and Councillors
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: 2014 Parks and Recreation Fees Grant Applications: Grant Dispersal

RECOMMENDATION

- i. THAT Council receive the *Parks and Recreation Fees Grant Application: Grant Dispersal* report.
- ii. AND THAT Council determine grant allocations to non-profit community organizations for the use of Village parks and recreation facilities.

SUMMARY

Over the past two months staff have administered the application process for the 2014 Grant in Aid program. Thirteen organizations submitted grant applications totalling \$3625 to cover parks and recreation facility rental fees for the 2014 program.

BACKGROUND

In 2013 the Village implemented a Grant in Aid program whereby non-profit organizations applied to Council for grants to cover fees for the use of Village parks and recreation facilities. As per the 2013-2017 Financial Plan Bylaw, the annual budget allocation for this program is set at \$2500. For 2014, 13 organizations have applied to the program totalling \$3625 in grant requests. As compared to last year, when \$2450 in funds were granted to nine different non-profit organizations, the 2014 program has more applicants (13 organizations versus nine), requesting more funding (\$3625 versus \$2450).

The 2014 program was initiated on September 9th, 2013 at which time community non-profit organizations were notified of the program by email and sent an electronic application, a notice was posted to the Village website which included the application form and instructions, and hard copy applications were made available for pick up at the Village office. The submission deadline was October 28th, 2013.

Summary of Grant in Aid Requests

	Organization	Event(s)/Grant Request		Total Grant Requested in 2014	Grant Provided in 2013	Council Notes
1.	Cumberland Museum and Archives	1. Lunar New Year Dinner	\$150	\$750	\$700	
		2. Worker's Day Bean Supper	\$150			
		3. Miners Memorial Weekend	\$150			
		4. Foggy Mountain Fall Fair	\$150			
		5. Winterfaire	\$150			
2.	Perseverance Adventure Club	Perseverance Trail Run		\$150	\$50	
3.	Cumberland Empire Events Society	1. Washoe Tournament	\$100	\$800	\$650	
		2. Cinch Tournament	\$100			
		3. Fashion Show	\$150			
		4. Empire Days	\$450			
4.	Cumberland United Church	Kids Day		\$50	\$50	
5.	Royal Canadian Legion	Remembrance Day Ceremony		\$100	<i>Did not apply</i>	
6.	Cumberland Community Forest Society	1. Trivia Night (Spring)		\$450	\$300	
		2. Trivia Night (Fall)				
		3. Forest Ball				
7.	United Riders of Cumberland	1. Cross Country Race		\$250	\$200	
		2. Downhill Race				
		3. 12 Hour Race				
		4. Dodge City Enduro Race				
		5. Marathon Race				
8.	Cumberland Motorcycle Round-Up Association	Motorcycle Round-Up Events		\$350	\$250	
9.	Cumberland Community Schools Society	1. Photography Workshop	\$50	\$150	\$200	
		2. Earth Art Workshop (Spring)	\$50			
		5. Earth Art Workshop (Fall)	\$50			
10.	Pacific Northwest Labour History Association	Conference		\$175	<i>Did not apply</i>	
11.	Comox Valley Horseshoe Club	Annual Banquet		\$100	<i>Did not apply</i>	
12.	Cumberland Junior School Band	1. Comox Valley Band and Choir Festival Prep Clinic	\$100	\$200	<i>Did not apply</i>	
		2. Sun Peaks Music Festival Prep Clinic	\$100			
13.	Cross on the Rock Cyclocross Race Series	Cross on the Rock Bicycle Race		\$100	<i>Did not apply</i>	
		TOTAL		\$3625	\$2450	

Earlier in 2013 Council adopted policy to guide grant application assessment; this policy is attached to the report as Attachment A.

Through the Grant in Aid program and an ongoing review of park and facility fees, staff continues to identify areas which will require clarification in a new parks fees and recreation fees bylaws, to be drafted in the near future. Such changes include proposing additional clarification to the term *not-for-profit events* to include wording that the event must be open to the public (with or without a fee). Also staff will be recommending that a *non-for-profit event* means an event taking place over consecutive days, except for an educational or instructional program which may take place over non-consecutive days.

FINANCIAL IMPLICATIONS

Since the Village has waived a significant amount of fees for parks and recreation facilities for community events over the years, the impact on the Village's revenues through the recent introduction of the Grant in Aid program is deemed to be negligible. However, as the number of not-for-profit events grows, more staff resources are required to administer and manage the use of the Village's parks and recreation facilities.

STRATEGIC OBJECTIVE

Implementing an ongoing policy and bylaw review of fees and charges.

ATTACHMENTS

Attachment A. *Parks and Recreation Fees Grant Policy 4.1*

Attachment B. *Parks and Recreation Fees Summary* based on fees approved-in-principle

Attachment C. *Parks and Recreation Fees Grant in Aid Applications*, from the following organizations:

1. Cumberland Museum and Archives
2. Perseverance Adventure Club
3. Cumberland Empire Events Society
4. Cumberland United Church
5. Cumberland Community Forest Society
6. United Riders of Cumberland
7. Cumberland Motorcycle Round-Up Association
8. Cumberland Community Schools Society
9. The Royal Canadian Legion
10. Pacific Northwest Labour History Association
11. Comox Valley Horseshoe Club
12. Cumberland Junior School Band
13. Cross on the Rock Cyclocross Race Series

(Note: Attachment C is provided to Council members and may be viewed by the public upon request at the Village Office.)

CONCURRENCE

Rachel Parker, Deputy Corporate Officer 

Michelle Mason, Financial Officer 

OPTIONS

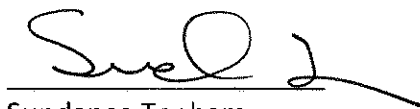
1. THAT Council receive this report.
2. AND THAT Council:
 - a. Determine grant allocations to community non-profit groups based on the Grant in Aid budget of \$2500 OR;
 - b. Revise the 2014 Grant in Aid program budget, direct staff to amend the 2013-2017 Financial Plan Bylaw to reflect this revision, and determine grant allocations based on the revised budget.
3. Any other action deemed appropriate by Council.

Respectfully submitted,



Kevin McPhedran

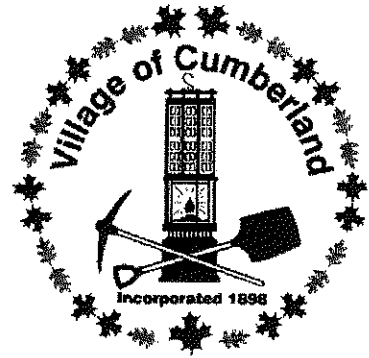
Parks and Outdoor Recreation Coordinator



Sundance Topham

Chief Administrative Officer

COUNCIL POLICY



Title: Parks and Recreation Fees Grant Policy	No. 4.1
Authority: Community Charter	Section:
Adopted Date: February 13, 2013	Motion No.
Amended Date:	

Purpose

The Cumberland Parks and Recreation Grant Program is designed to assist organizations with payment for fees and charges for Village of Cumberland parks and recreation facilities for not-for-profit events that serve the well-being of the Cumberland community.

Policy

Where the Council has established a Parks and Recreation Fees Grant budget for the following year, Council will consider applications for grants for payment of fees for parks and recreational facilities. Grants may not be attributed towards damage deposits and additional staff services.

Eligibility Criteria

The applicant organization must be a non-profit organization or a not-for-profit society.

Applications will be considered by Council

- in November each year for the following year, and
- in June each year if any funding remains in the grant-in-aid budget

Application Procedures

The application must include:

- the amount of the grant-in-aid requested and fees to which the grant would apply
- the nature and reason for the event,
- the names of those who will be involved in carrying out the project and the names of the directors of the Board,

- projected statement of revenue and expenses for the project OR the organization's most recent financial statements,
- the projected impact of the project on the Village,
- the estimated number of residents and youth residents benefiting, attending, or being served by the event,
- any other grants or support from the Village received in the past three years, such as permissive tax exemption, lease of Village land, public works services at no charge, etc.

Applications must

- be made on the form provided by the Village
- not contain any confidential or personal information.
- be received by the date established by the Village

Assessment Process

Cumberland Council will receive and review all applications at an open council meeting.

It is recommended that a representative from an applicant organization be present at the meeting at which grants are considered to answer any questions from members of the Council.

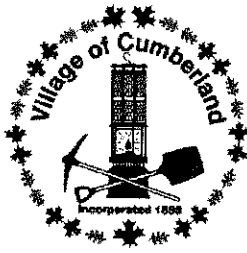
Council may consider the following criteria when assessing grant applications:

The event

- is open to the public or is accessible to a large portion of the Cumberland's residents
- has a significant number of Cumberland residents participating
- has no entrance fee
- encourages healthy living and physical activity for Cumberland residents
- encourages participation of Cumberland youth (under 19 years)
- has no entrance fee for Cumberland youth
- encourages volunteerism in Cumberland
- fosters arts and culture for Cumberland residents
- fosters community identity for Cumberland residents
- promotes Cumberland heritage
- fosters the protection of the local environment
- promotes public safety or beautification of Cumberland
- provides fundraising for local benefit
- draws visitors to Cumberland and provides indirect economic benefits to local businesses

Grant Approvals

If Council approves a grant application or partial application, fees for parks and recreation facilities will be waived upon application. No funds will be disbursed.



Corporation of the Village of Cumberland

2673 Dunsmuir Avenue
P.O. Box 340
Cumberland, BC V0R 1S0
Telephone: 250-336-2291
Fax: 250-336-2321
cumberland.ca

File No.1810-20
February 14, 2013

Parks and Recreation Fee Summary

Cumberland Council approved the following fees *in-principle* at its meeting of February 12, 2013. Not-for-profit applicants for grant-in-aid may use this summary to help calculate fees. A bylaw will be brought forward for Council's consideration to formally impose these fees.

Fee Categories

1. "Not-for-profit event" means an event organized by a not-for-profit organization or registered society and includes public funerals;
2. "Private event" means an event that is not open to the public and includes but is not limited to a funeral, a wedding, an event to celebrate a wedding, anniversary, and a birthday, a block party and a neighbourhood picnic; A private event in a park may not have exclusive use of the park.
3. "Commercial event" means an event organized by a business for a for-profit purpose and an event organized by a political organization.
4. "Commercial business" means a commercial business providing personal services included guided use, instructional, etc.

Multi/day and Multi/Facility Discounts

1. Consecutive Multi-day events will receive a 25% discount for each additional day.
2. Multi-venue events will receive a 25% discount for each additional facility used on the same day.
3. Consecutive multi-day and multi-venue events will receive a 50% discount for each additional day and venue.

Parks Fees

Park	Not-for-Profit Event	Private Event	Commercial Event	Commercial Business
Village Park	\$100 per day \$25 per hour	\$25 per hour	\$500 per day	Single event: \$15 Seasonal: \$50 (4 month) Annual: \$100
Village Park playground area	Not Available	\$25 per hour	Not Available	
No 6 Mine Heritage Park	\$50 per day	\$25 per hour	\$200 per day	
Village Square	\$50 per day	\$25 per hour	\$200 per day	
Coal Creek Historic Park	\$50 per day	\$25 per hour	\$200 per day	
Peace Park	\$50 per day	\$25 per hour	\$200 per day	
Derwent Avenue Park	\$50 per day	\$25 per hour	\$200 per day	
Egremont Park	\$50 per day	\$25 per hour	Not Available	
Ulverston Station Park	\$50 per day	\$25 per hour	Not Available	
Trail Network	No Fee	No Fee	\$100 per day OR \$1 per event participant per day, whichever is greater	Single event: \$15 Seasonal: \$50 (4 month) Annual: \$100
Damage Deposit	\$250 per park per day	n/a	\$250 per park per day	\$250 per park per seasonal or annual booking

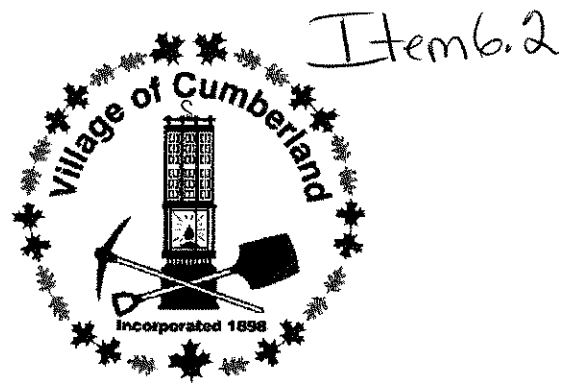
Recreation Facilities Fees

Facility	Not-for-Profit Event	Private Event	Commercial Event	Damage Deposit
CRI Hall	\$100 per day	\$402.50 per day \$50 per hour (four hrs or less)	\$402.50 per day \$45 per hour (four hrs or less)	\$250 per day for full day booking
CRI kitchen	\$50 per day	\$115 per day 35 per hour	\$115 per day \$35 per hour	n/a
Cultural Centre	\$100 per day	\$287.50 per day \$45 per hour (four hrs or less)	\$287.50 per day \$45 per hour (four hrs or less)	\$250 per day for full day booking
Cultural Centre kitchen	\$50 per day	\$115 per day \$35 per hour	\$115 per day \$35 per hour	n/a
CRI Parking Lot	No charge	No Charge	\$50 per day	

Village Park Sports Fields Fees

Use	Fee	Damage Deposit	Required Insurance
Ball Diamonds			
Adult League Practice/Game	\$7/practice \$14/game	Signed agreement with League regarding damages.	Proof of league indemnification
Youth League Practice/Game	No charge		Proof of league indemnification
Tournaments (2 diamond)	\$100/1day \$150/2days \$200/3days	\$250/event	As per insurance risk rating for event
Tournaments (1 diamond)	\$35/game		As per insurance risk rating for event
Non league sanctioned events	\$7/practice \$14/game	\$250/event	As per insurance risk rating for event
Soccer/Rugby/Football Fields			
Adult Practice/Game	\$10/practice \$15/game	Signed agreement with League regarding damages.	Proof of League Indemnification
Youth Practice/Game	No charge		Proof of League Indemnification
Tournaments	\$35/game \$100/1day \$150/2days \$200/3days	\$250/event	As per insurance risk rating for event
Field Lights (all groups)	\$4 per hour game/ practice; no charge to youth teams	n/a	n/a
Centennial Bldg Showers	\$5 per game/ practice	\$50 key deposit \$250/season	Proof of League Indemnification
Ball Diamond A and B Washrooms	No charge	\$50 key deposit \$250/season	Proof of League Indemnification

COUNCIL REPORT



REPORT DATE: November 5th, 2013
MEETING DATE: November 12th, 2013

TO: Mayor and Councillors
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: Cumberland Lake Park: 2013 Contractor Annual Report

RECOMMENDATION

THAT Council receive the *Cumberland Lake Park: 2013 Contractor Annual Report* for information.

SUMMARY

As per a commitment made by the Village to the Lake Park Contractor in the 2013 *Contract Addendum* agreement endorsed by Council on March 25th, 2013, staff provided the contractor with a template to be used for annual reporting on October 1st, 2013. The 2013 Lake Park Contractor Annual Report was submitted by the Contractor to staff on October 28th, 2013 and can be found as an attachment to this report.

BACKGROUND

During discussions with the Lake Park Contractor in early 2013, the issue of consistency in annual reporting was raised; in order to address this concern, in the 2013 Contract Addendum agreement the Village committed to providing the Contractor with an annual report template to be used for annual reports beginning in 2013. The purpose of this template was to ensure that all information required by the Village would be contained within the contractor's annual report, while also providing the contractor with a template that could be used for structured reporting. Benefits of such a template include:

- Consistent layout of the report from year to year enables easier comparison of issues and concerns
- An ability to track issues over time
- An ability to track the condition of infrastructure and facilities over time
- Improved communication between the contractor and the Village with respect to:
 - Infrastructure maintenance and replacement requirements
 - Recreation and Partnerships
 - Trends
 - Challenges and opportunities

As noted in the report, significant investment is required by the Village at Lake Park to address ageing facilities and infrastructure. Using the report for information, staff will ensure that issues relating to public safety and concern are presented in 2014 budget planning. Other information relating to the

operation of the park and campground, including partnerships, new services, challenges and opportunities, are contained within the report.

Also as the report identifies, 2013 was busier than 2012 at Lake Park. Lease revenue collected by the Village (10% gross of campground revenues, 5% gross of concession revenues) increased by 23% year-over-year - from \$12,052.34 in 2012 to \$14,864.56 in 2013.

Issues of long-term sustainability of the Lake Park Campground operation, and possible future operating models, are beyond the scope of this report and are planned to be addressed by the Village in 2014, prior to the expiry of the current operator's contract on December 31 2014.

FINANCIAL IMPLICATIONS

Financial resources required to support the Lake Park contractor in 2014 will be presented to Council in 2014 Budget Planning.

STRATEGIC OBJECTIVE

Ongoing projects are in line with *Goal J: Develop ecotourism plan* of the 2013 Corporate Strategic Priorities.

ATTACHMENTS

2013 Cumberland Lake Park Contractor Annual Report

CONCURRENCE

Michelle Mason, Financial Officer



Rob Crisfield, Manager of Operations

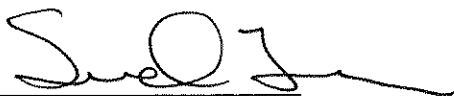
OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,

Kevin McPhedran

Parks and Outdoor Recreation Coordinator



Sundance Topham

Chief Administrative Officer



Cumberland Lake Park Contractor Annual Report



Contractor:	John E. Jones
Operating Year:	2013
Date of Report Submission:	October 23, 2013

As per the contractual agreement between the Corporation of the Village of Cumberland and the Cumberland Lake Park Contractor dated March 13, 2012, the contractor is to submit a detailed annual report to Village Council by October 31st of each year. This report is to be the primary communicative tool with the Village and shall address park maintenance issues and operations, procedures and policies, discuss possible improvements, upgrades and suggested capital projects to enhance the campground, along with any other information deemed necessary by the Contractor.

Section 1: Introduction and General Overview of the Operating Season

Describe general trends at the campground this year including weather, visitation patterns, occupancy rates, and major issues or problems. Also include other relevant introductory information such as the dates of operation. Low level of detail- one to two paragraphs.

Open from last week of April 2013 through to the end of September the good weather finally co-operated at the start of July and continued until mid-August. Overall 2013 was much better than the previous year and the final figures show this. Occupancy was great during July and August which was a contrast from May, June and September. The main issue was the control of parking and day-use public; limited number of serviced camping sites; traffic after hours outside the main gate.

Section 2: Recreation, Partnerships and New Opportunities

Describe all partnerships and new opportunities, including successes and challenges. For example, provide a brief overview of partnerships with subcontractors (e.g. Wake the Lake, Comox Valley Paddle Boarding); community organizations (e.g. Girl Guides, Cumberland Community Schools Society); special events (e.g. Snow to Surf, MOMAR); emerging recreation opportunities (e.g. mountain bike, rock climbing tourism); and any new opportunities or services offered (e.g. group campsite); etc.

Starting the season, Snow to Surf was well organized and prior contact is a must. To finish the season, Momar had a record entry and utilized the lake, parking and entire park for their event. Paddle boarding was a huge success and Steve Martin plans to be back next year. Wake the Lake did not fare too well being new to the lake. Rock climbing and hiking are very popular.

Section 3: Marketing and Advertising

Describe all marketing and advertising initiatives to promote the park and campground, e.g. website, social media, advertisements, listings in tourism publications, maps, brochures etc.

Improved website; facebook; Super Camping and Accommodation Guide magazines; racking at Visitor Centre. Word of mouth, up and down the Island, stands out to be the best promotion.

Section 4: Personnel

Describe key personnel and summarize their duties; also provide staffing schedules during peak operating times

1. Manager of Administration and Operations – main contact with the Village of Cumberland; hiring and scheduling of staff.

Staff Supervisor – working under the manager to schedule and organize cleaning, maintenance of the park, campground and public-use area.

Additional Staff (2) – working under the Supervisor, when required, to carry-out scheduled tasks.

Office – this position can be inter-changed between staff qualified in that area.

Manager of Concession – working under the Manager, preparing the operation for the summer season, selecting staff and job descriptions; ordering of food and supplies; main operation cook.

Second cook and server – scheduled cooking and serving.

Additional prep and servers (3) – when required and during very busy periods.

During peak times the staff can be exchanged between park and concession, and during start-up concession staff can be used to expediate work prior to opening.

Section 5: Vehicles and Equipment

Describe the vehicles and major equipment required to operate the campground

1993 Chevrolet Half-Ton Truck; Golf Kart; Power Vacuum. Power Saw, Skill Saw, Plumbing & Electric tools and Supplies.

Section 6: Infrastructure and Facilities

Complete the following chart describing in detail the condition of each facility, including public safety issues

AREA / CATEGORY	FACILITY	GENERAL CONDITION	REQUIRED UPGRADES	SAFETY CONCERNS
		<i>Describe the general condition of the facility</i>	<i>Identify major upgrades required</i>	<i>Identify any concerns pertaining to public or worker safety</i>
BOAT RAMP	Boat Ramp	Fairly good condition	Concrete cracking – some attention	Nothing serious at present
	Docks	Excellent new docks – others good at present	Old decking and tie-ups	Decking replaced as required
	Signs	Adequate at present	Modernizing required/safety notice	None at present
	Log Booms	Adequate at present	Need changing in future	Old docks need removing
	Other: Parking	Satisfactory	General clean-up on perimeter	Organized better
MAIN ENTRANCE	Gate	Satisfactory	Realigning/New Stop sign	None
	Parking Lot and Roadways	Adequate	Road holes need fill	None at present
	Office/ caretakers house	Good	Already addressed	Nothing at present
	Outbuildings	Good	Already done	None
	Signs	Main sign good	Uniform signs expected	Signs need to be enforced
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
BEACH AREA	Picnic shelter	Good	None at present	Public neglect of shelter
	Tables and Benches	Good	Two extra planned. Log wall needs replacing in picnic area.	Shore up log wall, o.k. for now
	Signs	Inadequate	Uniform signs expected/dogs/liquor	Address purpose of signs

AREA / CATEGORY	FACILITY	GENERAL CONDITION	REQUIRED UPGRADES	SAFETY CONCERNS
		<i>Describe the general condition of the facility</i>	<i>Identify major upgrades required</i>	<i>Identify any concerns pertaining to public or worker safety</i>
	Parking Lot	Inadequate	Safety barrier to beach/playground need relocated	Parking and public area needs addressing
	Playground	Good at present	Removal to safer location/addition of playground toys	Keep away from traffic area
	Log Booms	Good for their age.	Checked on a regular basis/Culverts at pilings major improvement.	Identify maintenance concerns
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
CONCESSION & WASHROOMS	Concession Building	Adequate	Needs new roof and other concerns already identified	Roof dangerous, electrical inadequate.
	Washroom Building	Adequate	Ladies need partial floor replaced	None at present
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
CAMPSITES: 1-7, 23-32	Campsite- general	Satisfactory	Both lines of campsites need raising above road level	Maintain traffic speed and dust
	Water	Good	Recently over-all material	Back-flow valves replacement
	Electrical	Good	Serviced at season start	None at present
	Picnic Tables	Completely serviced	None	None
	Fire Rings	Completed	Pads need replacing/on agenda	Razed pads need removal
	Signs	Adequate	Modernized and expanded/uniform	None at present
	Other: Beach front	Satisfactory	Isolate from public use	Confrontations/no respect to signage
2 1	Campsite- general	Improvements need/some very	General upgrades needed to	Placement wall needed at point

AREA / CATEGORY	FACILITY	GENERAL CONDITION	REQUIRED UPGRADES	SAFETY CONCERNS
		<i>Describe the general condition of the facility</i>	<i>Identify major upgrades required</i>	<i>Identify any concerns pertaining to public or worker safety</i>
		good others unsatisfactory	some /conversion to services required for demand	before next season starts
	Picnic Tables	Good	None	None
	Fire Rings	Pads good where they are/Required in sites not installed. Fire rings in every site.	Scheduled pads prior to next season	None
	Signs	Adequate	Site direction signs needed	None
	Trails (including stairs)	Satisfactory	Stairs from road (2) need attention/maintained each season	None, but always checked
	Picnic Shelter	Good	None at Present	Trying to keep public from area
	Retaining Walls	Poor	#10 site wall unfinished/at rear of #18 , #H2 were never addressed	Always a concern for campers
	Roadways	Satisfactory	None at present	Repaired if required
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
CAMPSITES: RV-1 – RV-5	Campsite- general	Good	Clean-out at rear to deeper the sites/Applied for funding to convert to service	Link fence maintained for safety reason/trail at rear of #RV1 checked.
	Water	None	It is hoped to have water supply brought closer	None at present
	Electrical	None	Love to have service there	None at present
	Picnic Tables	Good	None	None
	Fire Rings	Good	Good pads and rings	None
	Signs	None at present except site sign	Propose direction signs	None

AREA / CATEGORY	FACILITY	GENERAL CONDITION	REQUIRED UPGRADES	SAFETY CONCERNS
		<i>Describe the general condition of the facility</i>	<i>Identify major upgrades required</i>	<i>Identify any concerns pertaining to public or worker safety</i>
	Roadways	Fair	Requires regular grading	None at present
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
CAMPSITES: 33-39	Campsite- general	On the whole - good	General maintenance and upkeep	None
	Picnic Tables	Good	None	None
	Fire Rings	Existing good	Fire pads proposed where needed to start new season	None
	Signs	Site signs good	Direction signs required	None
	Trails (including stairs)	Existing condition	Nothing proposed	Trails from upper campsites are public made. Hoping to make these safer with controlled fencing, etc.
	Pit Toilet	Terrible	Ladies fair to good – Men need replacing. Both should be replaced with proper toilets	Unsatisfactory for public use – need to be addressed years ago. Have been fixed, repaired and maintained every year with no improvement.
	Water	Adequate to poor	Only two taps for 24 sites and those at one side of the area.	Public not satisfied, workers very frustrated, health standard inadequate.
	Roadways	Good	Kept good	None at present
	Other: Lakefront & #49 sites	Good	Need fencing to make drop-off safer for campers	No serious at present but unable to rent to campers with small children.
WATER SYSTEM	Storage Tank	Very Poor	Need replacement tank – a.s.a.p.	Working around any present concerns
	Treatment System	Improved	Need to check tank everyday –	Any concern addressed

AREA / CATEGORY	FACILITY	GENERAL CONDITION	REQUIRED UPGRADES	SAFETY CONCERNS
		<i>Describe the general condition of the facility</i>	<i>Identify major upgrades required</i>	<i>Identify any concerns pertaining to public or worker safety</i>
			time concern	
	Lines and Connections	Good	None at present	None
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
SEWAGE SYSTEM	Septic Field	Good	None at present	None
	Lines and Connections	Good	Tank covers need attention – Village should have recommendation – Rock Creek	Tank covers are covered with concrete blocks
	Other: Tanks	Good	None	Tanks checked and pumped as required – filters cleaned on regular basis,
GROUP CAMPSITE	Access Road	Fair	Graded as required	Bridge needs attention a.s.a.p.
	Pit Toilets	Good	None	Cleaned as required
	Picnic Shelter	Good	None	None
	Picnic Tables	Good	None at present – another maybe required	None
	Fire Ring	Community fire-pit	None –maintained as required	None at present
	Docks	Good	Boards need replacing/lumber required and means to replacing in process	None at present/railing installed on ramp
	Retaining Wall	Good	None	None
	Signs	None	Appropriate signs required	None at present
	Other: Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
LD ER NE SS AS	Trails	Fair	Upgraded required as needed	Listing of problems on-going

AREA / CATEGORY	FACILITY	GENERAL CONDITION	REQUIRED UPGRADES	SAFETY CONCERNS
		<i>Describe the general condition of the facility</i>	<i>Identify major upgrades required</i>	<i>Identify any concerns pertaining to public or worker safety</i>
	Signs	None if any/one at group site entrance placed by ski-club	Overall upgrades are being addressed	Concerns and problem areas are on-going
	Bridges	Varied	Where required	These will be addressed in a separate report obtained over the winter months
	Other: Public Information	Good. Myself, I have no problem on the trails, their conditions and hardships. Others may think different. No one has complained of their condition only good remarks. Very disappointed in the response to public participation in the upkeep of the wilderness park and trails.	Present map an added plus and welcomed by the public – showing the trails and points of interest	Public are advised on the condition of the trails in the confines of the park. Proper footwear and clothing are emphasized before attempting the trails. Various signs are needed
OTHER	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Section 7: Capital Upgrades

Identify priority capital upgrades. List upgrades necessary to improve public health and safety first, and upgrades required to improve the visitor experience next

Water Tank: the present water tank is old and need of major repair or replacement. This has been a concern for many years. If the present tank should stop functioning during the summer months the Village of Cumberland will have a major concern on their hands.

Pit-run toilets: the present out-house toilets are a disgrace to the facility and need a quick-fix to change camper opinion. There are many options but what is presently there is not good enough.

Concession Electrical Panel: For several years this has been an ongoing concern for the Concession operators. With the diversity of equipment the breaker panel will not sufficiently handle to power needed to operate. An up-grade has already been requested with no results. The local Fire Chief has reported on the present situation as unacceptable.

Concession Building Roof: This cedar shake roof has become worn and very slippery to those workers or trade people who have to use it for their purpose. It is suggested that a metal roof replace the present one with ribs for access to the areas required.

Playground: It is not satisfactory for safety and parking access reasons for the playground to be in its present location. With the addition of proposed play toys from the Village Park it would be reasonable enough to think that moving the whole playground to a more safe location would be the right decision and time.

Service Camping Sites: There are two areas that would be ideal for additional service (power and water) sites. As outlined in last year's project requests the area on the point of the bay around the upper covered area, containing sites - #9,10,11,12,13,18,H1,H2,H3. Secondly, in the area above the Concession in the flat leading to the upper ring of unserviced sites. These would include sites - RV1,RV2,RV3,RV4,RV5 and an additional RV6,RV7. In the past years when the campground is absolutely full, that, not only the 18 current service sites are full, but there up to an additional 25-30 RV's in lower priced, unserviced sites, where tenting campers are turned away.

Section 8: General Campground Operations

8.1 Summary of Tasks

Summarize daily, monthly and annual campground operation and maintenance tasks

Daily Tasks: Gates open at 7 am, both park and boat launch. Washrooms, showers and out houses are checked for supplies and cleaned. General walk around is done to make sure everything is o.k.

Out-going registration slips are pulled and ready for confirming departing campers. E-mails are checked for any reservations requests or general enquiries. In-coming registration slips are completed so as to not delay registration time on arrival.

First employee to arrive will take a bag and "cherry picker" to clean up any garbage on the approaching road, boat launch area, parking lots and beach and picnic areas.

The list that was prepared during the morning walk-about is posted, together with any existing unfinished work. Senior staff person will delegate who does what from the list, or if it will take

everyone to complete any clean up or maintenance jobs.

As each departing camper leaves, prior to 11 am someone is sent to clean and prepare the site for the next reservation, due to arrive anytime after 12 noon.

Garbage is collected anytime after 11.30 am when all departing campers have left, and deposited in the garbage bins provided. The second garbage run is usually done about 7.30 pm in the evening.

Water testing is usually completed prior to noon each date, by normal hacking, and the results are logged in the appropriate book, for inspection by the Village worker and Health Inspector.

Prior to reservations at the group site a general inspection of the road, toilets, camping area and docks is made. Anything that requires attention is immediately done.

Periodically, the park trails are usually walked by a staff member and comments are made to what has to be done. Clean garbage, clear trails of branches, etc.

This past summer a large amount of time was spent making, repairing and painting picnic tables, acquiring and preparing firewood, improving campsites.

Monthly Tasks: Mainly daily tasks will overlap into monthly procedures.

Annual Tasks: Annual tasks involve the opening and closing procedures. Installing the removing the entrance, sign, providing clean and treated water. Both under the guidance of the Village.

In the spring all campsites, public area are raked and cleaned of leaves and debris and disposed of in an approved manner. Picnic tables and fire rings are placed in all campsites. Those tables need maintenance are put aside. Dividing logs on footings are placed in serviced sites and others requiring them. Both parking areas and the boat launch area have lime lines for parking slots.

The public washrooms, showers and outhouses are opened for the summer and are cleaned to health standards. Painting is done as required.

Campsite numbers are affixed to trees on each campsite except for the service sites that have their own twin spots.

Boat launch season stickers are ordered.

Garbage containers are ordered and placed in an appropriate place for collection.

All signs are installed or mounted as required in the boat launch area, public parking and beach picnic areas, and around the office building.

If required the entrance gate and speed bumps are painted bright yellow.

In the fall, the closing procedure is almost the opposite. The entrance sign is removed and the water lines are blown-out by the Village.

All signs, including site numbers, are removed and stored away, picnic tables are removed to the upper covered area where they are securely cable locked. Fire rings and logs are removed and stored in one area. Garbage cans are removed and cleaned for winter storage, except for those left for winter use by walk-in traffic.

Public washrooms, showers and out houses are closed, boarded-up or locked for the winter. The last job to be done is the removal of all exterior taps and stored in the cabin.

Apart from moving out in the spring and departing in the fall I think most of the other annual

functions are covered.

During the winter months regular checks on the park and campground are made. Garbage is checked and removed as required

Security checks are made most weekend nights as this the time that damage could be happening.

8.2 Value Added Services

Describe value added services provided to park users to enhance the visitor experience at little or no cost, e.g. firewood, ice, concession sales, etc.

This past summer there was quite a lot of expenses put into the park operation from the Contractor. All flower beds have added flowers and shrubs to add to the décor of the park and campground. The storage sheds at the rear of the off area were completed from mostly donated materials and have added to the organized area and less clutter.

Outlay and planning for additional group sites has been started and should prevent campers from using the public picnic area for nightly tenting or RV's from using the parking lot when the campground is full.

New seating was placed in both outhouses to add some cleanliness to the buildings but much more can be accomplished.

8.3 Water Testing and Chlorination

Describe procedures for water testing and chlorination, including permits required. Also identify any concerns related to water supply and treatment

The water permit is received and paid for by the Village. With the new water treated building the testing procedure has been made much easier. Each evening the water tank is checked for water level and the pump clock is adjusted to make sure the tank fills up during the early morning (i.e) 1 am. Each morning the hachmeter is taken to four taps and the extreme limits of the water supply. The taps are run for several minutes when a water sample is taken, treated with the required treatment and the result logged for that day. This is completed for all four locations. The book is available for inspection by the Village staff and the Health Inspector.

8.4 Sanitary Sewage Collection and Treatment

Describe any concerns or issues regarding the sanitary sewage treatment system

Proceeds from the toilets and wash basins at the public washrooms, showers and concession are directed to the tanks between the showers and public washroom. Collected in the light/heavy tank the liquid is chaneled to the pump tank, when filled to a certain level is pumped across the upper campsite road to a further tank system. The light/Heavy tank proceed through a filter system, which is cleaned on a regular basis, to the pump tank that pumps it into the septic field, consisting of three areas used on a timely system. It must be working well as the staff have to mow the septic field quite often. The office has its own septic tank (light/heavy) and field. The upper out house have their own crude holes in the ground.

8.5 Fee Collection and Camper Registration

Describe procedures for fee collection, including a summary of camper registration procedures. Also provide a breakdown of where park users come from, i.e. - local (Cumberland), Regional (Comox Valley), Vancouver Island, and off-island

On arrival campers are required to register at the office. The registration form requires the name, full address, telephone number, e-mail address (optional) and reason for choosing this campground. Number of persons (adults/children), number of nights, for camping (service or unserviced/group) rate times nightly fee, plus tax. Additional costs – firewood, ice, etc.

8.6 Reservation Service

Describe procedures and policy for reservation service including details on the Group Campsite

Reservations for serviced and unserviced sites within the main camping area can be made, in person, by telephone, e-mail or postal mail, after May 1st the previous year, but not sooner. After January 1st of the year of reservation a credit card number will be required to hold and confirm the reservation and an amount of first night, per site, will be processed and held in pre-paid trust. If the reservation is fully utilized the deposit will be deducted from the total of the registration invoice slip. If cancelled for any reason the deposit will be taken with no refund given. Maximum stay is 14 days at one time. Group camping reservations can be made anytime after May 1st of the current camping season. Minimum number of sites reserved is four with fifteen persons and a maximum of eight sites and thirty persons. The deposit required is the first night of \$25 per site with a minimum of \$100. Each additional site is \$25 to a maximum of \$200. Maximum stay at anytime is 7 days with a combination of nights of 14 nights.

8.7 Off Season Security Checks

Describe off-season security check routines, including frequency of checks and reporting mechanisms

Regular weekly checks, at least every two or three days with emphasis on Friday, Saturday or Sunday late nights, when damage could occur.

8.8 Safety and Risk Management

Describe all safety and risk management programs and procedures, including: worker training policy, Work Safe BC, insurance coverage, hazard tree policy, etc.

All personal have taken First Ail Course – Class One. Safety meetings are scheduled at the start of the season and whenever required. Liability insurance is carried for \$5 million each occurrence as required and the same for the business vehicle. An arborist and independent tree faller/topper are available to access dead or dangerous trees and report prior to action recommended.

8.9 Garbage and Recycling

Provide the name and location of the recycling facility used and data regarding recycling tonnage

Sun Coast Waste Services, Courtenay for garbage pickup and disposal and Pigeon Lake. Cardboard recycling is through the same company and goes to I.P.I. at Cumberland. Data is provided in attached.

Section 9: Carbon Reporting

Provide fuel type and consumption reporting (number of tonnes of CO₂e) for tracking Village carbon emissions

Gasolene is used in work vehicles and equipment (lawn mower, weed eater, chain saw). Propane is used in the Concession for deep fryers and grill. Litres and units are provided in attached.

Section 10: Business Financial Plan

Please attach the following statements, as per previous year's annual report:

1. *Business Statement*
2. *Month by Month Analysis*
 - a. *Campground*
 - b. *Concession*

Section 11: Conclusion

Use this section to summarize the 2013 operating season and include any other relevant information or requests

2013 operating season was better than the previous year due mostly to the weather, better advertising and promotion, and a tougher approach to the operation. It must be remembered that Cumberland Lakepark and Campground is an important destination and getting busier every year. A long serious look at the future involvement has to take place with a lot more than a little project capital provided to bring the facility up to modern standard.

2013 Annual Report**Date 2013**

<u>Item</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Total</u>
Camping - Serviced	2400.00	4386.00	11680.00	12172.00	3904.00	34542.00
Camping-Unserviced	4775.00	6800.00	19300.00	18575.00	5000.00	54450.00
Camping-Group		400.00	895.00	1200.00	600.00	3095.00
Boat Launch-Season	1799.98	1157.13	1734.30	133.44		4824.85
Boat Launch-Daily	708.53	596.33	2302.87	1308.67	542.78	5459.18
Kayak/Canoe-Season	171.50	14.29	57.16	28.58		271.53
Kayak/Canoe-Daily	79.96	59.30	171.46	136.09	83.78	530.59
Firewood	662.83	1006.01	1760.00	608.75	542.98	4580.57
Ice	93.00	345.00	1638.00	1368.00	119.00	3563.00
Store	48.34	90.07	52.45	912.65	38.78	1142.29
Recreational				700.91	435.71	1136.62
<u>Total</u>	<u>10739.14</u>	<u>14854.13</u>	<u>39591.24</u>	<u>36443.18</u>	<u>10831.32</u>	<u>112459.01</u>
G.S.T.	536.58	721.77	1581.58	1514.68	504.62	4859.23
P.S.T.	3.38	4.09	11.79	63.88	2.72	85.86
Concession	2582.00	7034.81	39639.16	21292.92	1864.38	<u>72413.27</u>
G.S.T.	129.05	351.74	1981.96	1002.50	93.22	3558.47
Campground-10%	1073.91	1485.41	3959.12	3644.32	1083.13	11245.90
Concession-5%	129.05	351.74	1981.96	1002.5	93.22	3558.47
Total						<u>14804.37</u>
Fuel Purchase	165.345	214.903	345.037	267.163	161.003	1153.451 litres
Garbage (bins)	1	2	10	14	5	32 bins
Propane	531	761	1338	1149	0	3779 units

CUMBERLAND LAKEPARK & CAMPGROUND

Analysis of Camping Stats - 2013

Origin of Campers

2013

<u>Location</u>	<u>Number</u>	<u>%</u>	<u>2012</u>
Cumberland	75	5.56	59
Comox Valley	406	30.12	377
Vancouver Is	554	41.10	478
Brit Columbia	148	10.98	102
Canada	74	5.49	68
U.S.A	23	1.71	19
Europe	61	4.53	55
Rest of World	7	0.52	5
<u>Total</u>	<u>1348</u>	<u>100.0</u>	<u>1163</u>

Length of Stay

<u>Length</u>	<u>Number</u>	<u>%</u>	<u>2012</u>
1 Night	348	26.3	340 29.2
2 Nights	468	35.3	410 35.3
3 Nights	296	22.3	240 20.6
4-7 Nights	182	13.7	135 11.6
8-14 Nights	31	2.3	38 3.3
	<u>1325</u>	<u>100</u>	<u>1163</u> <u>100</u>

How Did You Hear About Us

<u>Reason</u>	<u>Number</u>	<u>%</u>	<u>2012</u>	<u>%</u>
Reserved Previous Year				
Camped Here Before				
Recommended By Friends	711	53.66	647	55.54
Website/Internet	349	26.34	223	19.14
Camping Magazines				
Visitor Centres	126	9.51	107	9.18
Road Signs/Drop Ins	89	6.72	62	5.32
Unexplained	50	3.77	126	10.82
	<u>1325</u>	<u>100</u>	<u>1165</u>	<u>100</u>

CUMBERLAND LAKEPARK & CAMPGROUND

Business Statement - Actual to Budget

2013

<u>Description</u>	<u>Actual</u>			<u>Budget</u>
<u>Revenue</u>	<u>Park</u>	<u>Concession</u>	<u>Total</u>	
Camping Fees - Serviced	\$34,542			\$35,000
Camping Fees - Unserviced	\$54,450			\$45,000
Camping Fees - Group Site	\$3,095			\$4,000
Boat Launch - Season Pass	\$4,825			\$4,800
Boat Launch - Daily Pass	\$5,459			\$7,250
Kayak - Season Pass	\$272			
Kayak - Daily Pass	\$531			
Services - Firewood Sales	\$4,581			\$5,000
Services - Stores Sales (Incl Ice)	\$1,142			\$3,000
Services - Ice Sales	\$3,563			
Recreational Fees - Paddle Board	\$1,137			\$500
Concession Revenue		\$72,413		\$75,000
<u>Total Revenue</u>	<u>113597.00</u>	<u>72413.00</u>	<u>186010.00</u>	<u>179,550.00</u>
<u>Expenditures</u>	<u>Park</u>	<u>Concession</u>	<u>Total</u>	<u>Budget</u>
Salaries & Wages	\$60,335	\$21,876	\$82,211	\$80,000
Salaries & Wages - Benefits	\$4,830	\$1,641	\$6,471	\$6,500
Purchases	\$2,579	\$27,445	\$28,986	\$32,750
Propane		\$2,234	\$2,234	
Advertizing & Promotion	\$1,750		\$1,750	\$1,750
Business Fees & Licences	\$750	\$50	\$800	\$750
Credit/Debit Card Expenses	\$1,000	\$36	\$1,036	\$1,400
Automobile Expenses	\$2,400		\$2,400	\$2,500
Garbage & Septic Disposal	\$2,584		\$2,584	\$1,750
Insurance Expense	\$1,195		\$1,195	\$1,200
Interest & Bank Charges	\$413	\$149	\$562	\$650
Janitorial & Cleaning Supplies	\$2,447		\$2,447	\$2,500
Office Expense	\$1,867	\$36	\$1,903	\$1,100
Rental Expense	\$119	\$400	\$519	\$550
Repairs & Maintenance	\$4,927	\$1,399	\$6,326	\$3,000
Telephone Expense	\$1,798	\$449	\$2,247	\$2,300
Utilities	\$2,002	\$1,124	\$3,126	\$3,130
Miscellaneous	\$369	\$381	\$750	\$700
Commission - Village	\$11,246	\$3,558	\$14,804	\$13,724
	<u>\$102,611</u>	<u>\$60,778</u>	<u>\$162,351</u>	<u>\$156,254</u>
Income/Loss	\$10,986	\$11,635	\$23,659	\$23,296

CUMBERLAND LAKEPARK & CAMPGROUND**Month by Month Analysis****2014****Lakepark & Campground****Budget****Revenue:**

<u>Description/Month</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Total</u>
Camping-Service		\$2,750	\$4,750	\$13,000	\$14,250	\$2,000	\$ 36,750
Camping- Non-Serv		\$5,500	\$5,750	\$15,000	\$15,500	\$5,000	\$ 46,750
Camping-Group		\$300	\$600	\$1,400	\$1,500	\$600	\$ 4,400
Boat-Season		\$2,000	\$1,500	\$1,600	\$200		\$ 5,300
Boat-Daily		\$750	\$1,100	\$2,500	\$1,500	\$600	\$ 6,450
Kayak-Season		\$175	\$100	\$100			\$ 375
Kayak-Daily		\$100	\$100	\$200	\$200	\$100	\$ 700
Firewood		\$700	\$1,000	\$2,000	\$1,500	\$750	\$ 5,950
Ice		\$100	\$400	\$1,750	\$1,500	\$150	\$ 3,900
Store Sales		\$50	\$100	\$200	\$250.00	\$50	\$ 650
Recreation Fees			\$200	\$300	\$500	\$100	\$ 1,100
		<u>\$12,425</u>	<u>\$15,600</u>	<u>\$38,050</u>	<u>\$36,900</u>	<u>\$9,350</u>	<u>\$ 112,325</u>

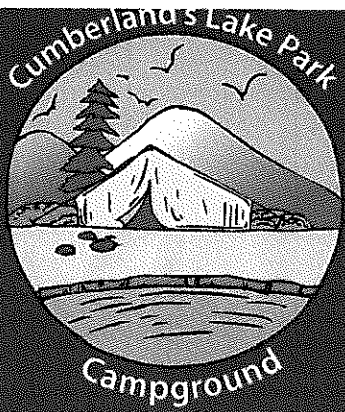
Expenditures:

<u>Description/Month</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Total</u>
Purchases	\$200	\$200	\$1,200	\$1,400	\$1,600	\$100	\$ 4,700
Wages	\$9,400	\$12,500	\$9,500	\$9,000	\$13,500	\$9,000	\$ 62,900
Benefits	\$950	\$1,000	\$960	\$900	\$1,100	\$900	\$ 5,810
Advertizing, etc	\$1,500			\$700			\$ 2,200
Fees & Licences	\$250						\$ 250
Credit Card Exp		\$50	\$75	\$130	\$150	\$60	\$ 465
Interest/Charges	\$105	\$120	\$150	\$160	\$155	\$100	\$ 790
Insurance	\$1,250						\$ 1,250
Office	\$525	\$200	\$425	\$400	\$300	\$100	\$ 1,950
Janitorial	\$100	\$200	\$900	\$600	\$700	\$200	\$ 2,700
Auto Expense	\$500	\$300	\$325	\$450	\$200	\$375	\$ 2,150
Repairs & M	\$1,100	\$575	\$525	\$475	\$650	\$200	\$ 3,525
Rent	\$100	\$50					\$ 150
Telephone	\$550	\$110	\$115	\$120	\$120	\$100	\$ 1,115
Utilities	\$350		\$650		\$1,200		\$ 2,200
Garbage/Septic		\$125	\$450	\$600	\$650	\$200	\$ 2,025
Miscellaneous	\$150	\$150	\$50	\$75	\$60	\$50	\$ 535
Village Commission		\$1,243	\$1,560	\$3,805	\$3,690	\$935	\$ 11,233
	<u>\$ 17,030</u>	<u>\$ 16,823</u>	<u>\$ 16,885</u>	<u>\$ 18,815</u>	<u>\$ 24,075</u>	<u>\$ 12,320</u>	<u>\$ 105,948</u>

<u>Gain/Loss</u>	<u>\$ (17,030)</u>	<u>(\$4,398)</u>	<u>(\$1,283)</u>	<u>\$19,235</u>	<u>\$12,825</u>	<u>(\$2,970)</u>	<u>\$ 6,378</u>
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CUMBERLAND LAKEPARK & CAMPGROUND**Month by Month Analysis****Concession**

<u>Description/Month</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Total</u>
<u>Revenue:</u>						
Sales	\$2,500	\$7,500	\$35,000	\$25,000	\$2,000	\$72,000
<u>Total</u>	<u>\$2,500</u>	<u>\$7,500</u>	<u>\$35,000</u>	<u>\$25,000</u>	<u>\$2,000</u>	<u>\$72,000</u>
<u>Expenditures:</u>						
Purchases	\$2,500	\$4,500	\$17,500	\$9,000		\$33,500
Freight	\$15	\$25	\$40	\$45		\$125
Propane	\$500	\$400	\$1,000	\$750		\$2,650
Wages	\$2,500	\$4,000	\$6,000	\$9,000	\$2,000	\$23,500
Benefits	\$200	\$350	\$650	\$850	\$180	\$2,230
Auto Expense	\$35.00	\$40	\$45	\$50	\$20	\$190
Bank Charges	\$45	\$25	\$40	\$35	\$15	\$160
Credit Card Exp	\$35	\$50	\$75	\$65	\$25	\$250
Hydro	\$175	\$250		\$750		\$1,175
Licence/Permits	\$50					\$50
Office Exp	\$25		\$30		\$20	\$75
Rental	\$400					\$400
R & M	\$800		\$200		\$700	\$1,700
Telephone	\$200	\$65	\$65	\$65	\$65	\$460
Miscellaneous	\$100					\$100
Village Commissison	\$125	\$375	\$1,750	\$1,250	\$100	\$3,600
<u>Total</u>	<u>\$7,705</u>	<u>\$10,080</u>	<u>\$27,395</u>	<u>\$21,860</u>	<u>\$3,125</u>	<u>\$70,165</u>
<u>Gain/Loss</u>	<u>(\$5,205)</u>	<u>(\$2,580)</u>	<u>\$7,605</u>	<u>\$3,140</u>	<u>(\$1,125)</u>	<u>\$1,835</u>

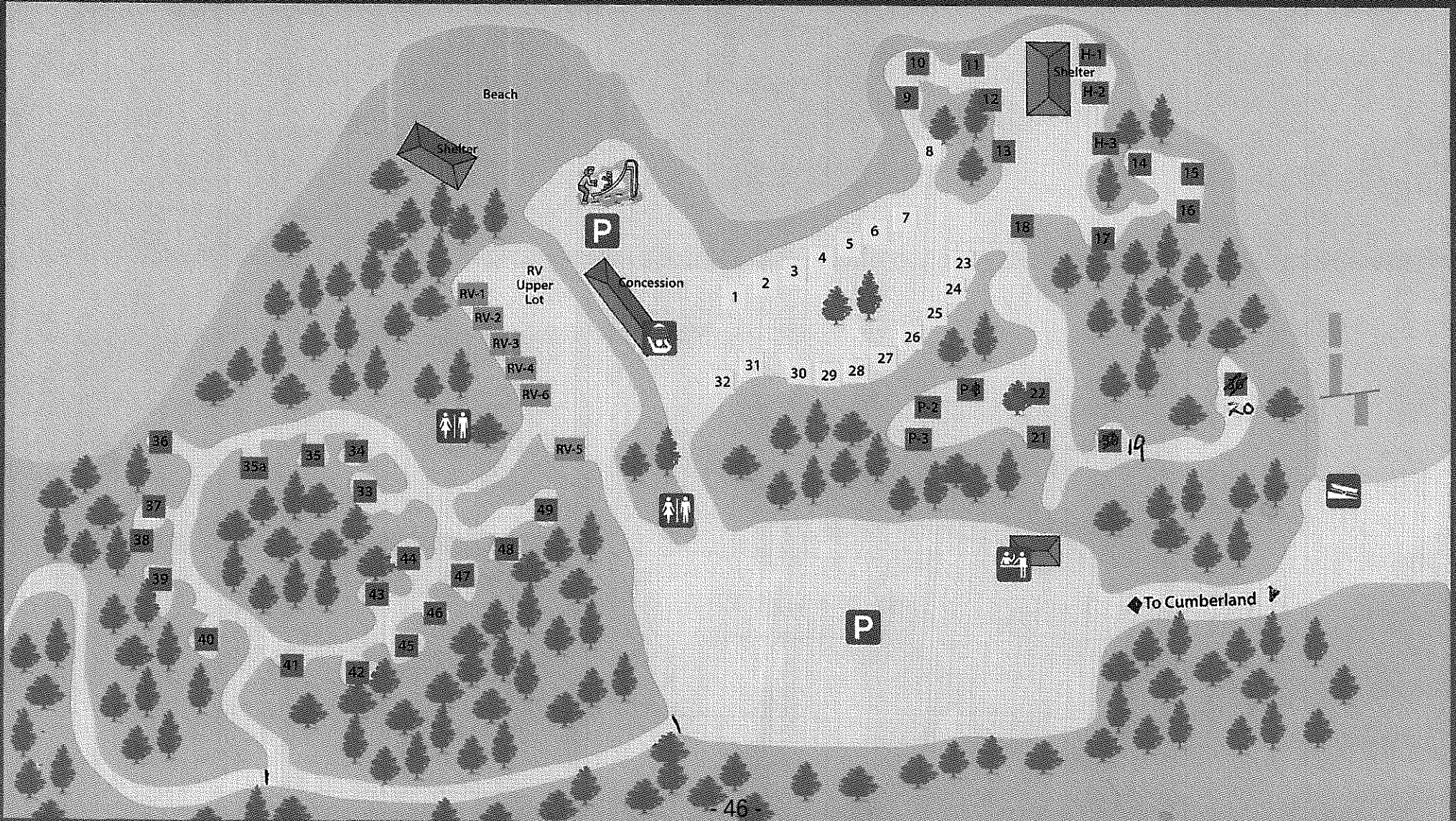


Cumberland's Lake Park Camground

1100 Comox Lake Road, PO Box 904, Cumberland BC VOR 1A0

RESERVATIONS: 250-336-2144

j8480@telus.net • www.cumberlandcampground.com



Cumberland's Lake Park Camground

1100 Comox Lake Road, PO Box 904, Cumberland BC V0R 1A0
j8480@telus.net • www.cumberlandcampground.com

RESERVATIONS
250-336-2144

Cumberland's Lake Park Camground is a 57-acre recreational park, located on the beautiful glacier-fed Comox Lake only 3 km west of the village of Cumberland, British Columbia, Canada. Come and enjoy this family-oriented campground in the heart of the Comox Valley.

Local Attractions

- Cumberland Museum and Archives
- rock climbing
- hiking
- biking
- Mount Washington
- scenic Comox Valley

Park Protocol and Rules

We welcome you to our resort and would appreciate your cooperation in observing the following guidelines. Failure to abide could result in being asked to leave the resort without a refund.

Registration

Reservations can be made in person or by telephone. Holiday long weekends require minimum 3 nights. All reservations require minimum 3 nights. All reservations require a valid credit card to hold and confirm.

Cancellation Policy

Five (5) day cancellation policy on all reservations with a credit card processed five (5) days prior to arriving. Please ask about lost deposit schedule.

Refund Policy

Refund policy applies to "drive-in" customers only. Refunds will be given within one (1) hour upon arrival. First night deposit will be taken on reserved campers leaving on the day of arrival.

Check-in Time

Campers can arrive anytime after 12 noon. Notice must be given if arriving after 10:00 pm.

Quiet Time

So everyone can enjoy their stay, quiet time is 11:00 pm – 8:00 am. Loud music, noise or parties will not be tolerated at any time. Guests must leave by 11:00 pm.

Messages

Message board is provided at office. Every attempt will be made to deliver messages.

Vehicles

Obey posted speed signs and be aware of children playing. Please park properly at your campsite. Only one (1) vehicle allowed at campsite apart from camping unit. Do not operate unlicensed vehicles within the park. Use public parking for extra vehicles.

Sewer and Grey Water

No person shall discharge grey water from their unit. Please check with office for disposal locations. Sani-station is located at the General Store of Cumberland.

Garbage and Recycling

Please sort and place garbage in secure bags and place in containers provided. Do not leave garbage in fire rings. Hazardous items should be left at the office.

Recycling

Place recyclable items, with deposit, in containers provided. All monies will be used for park improvements.

Campfires

Fires must be contained to the fire ring provided. Fires must be attended at all times. Do not move fire rings or picnic tables within your site without approval. Cutting or removal of trees is not permitted. Firewood is available at office. Propane ring or BBQ fires are allowed.

Alcohol

Alcoholic beverages are only allowed in your campsite. No alcohol is to be consumed in public areas.

Playground

Playground is unsupervised. Children should be under the supervision of an adult.

Pets

Pets are welcome at the park. Pets must be on a leash at all times, off the swimming beach areas, always attended and quiet or not aggressive. Failure to control and/or clean-up after your pet could result in being asked to leave the park.

Lost and Found

All items lost or found can be left or claimed at the office.

Restrictions

Generators, fireworks, firearms or unlicensed vehicles are not allowed. No unsafe or inappropriate activities permitted.

Liability

Management has the right to refuse anyone. Management will not be held responsible for any accidents, injuries, loss or damages due to fire, theft, accident or act of God.

Courtenay/Comox & Area

Bates Beach Oceanfront Resort

Tel: (250) 334-4154

E-Mail: batesbeach@shaw.ca

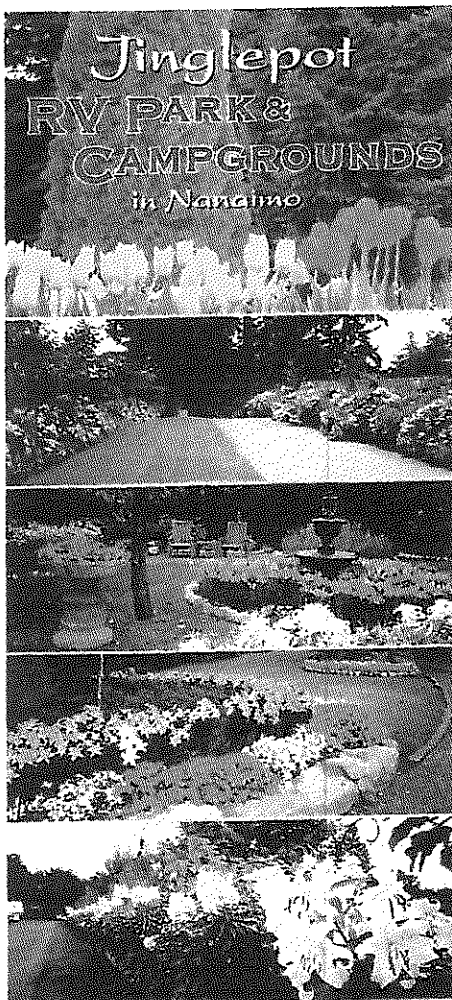
Web: www.batesbeach.bc.ca

5726 Coral Rd., Courtenay BC V9J 1W9
Oceanview of the Inside Passage and Coastal Mountains. Adjacent to 1,140 acre nature park. Excellent hiking, biking, kayaking, beachcombing, snorkeling and salmon fishing. Sand bars, tidal pools, rock reefs, eagles, seals and kids club. Inland Hwy 19, take Exit #117, 3rd set of lights turn left on Cliffe Ave. Turn right on 17th St., over bridge, left at lights, 2nd set of lights turn right. 12 km north on Hwy 19A, turn right on Coleman, right on Bates, left on Avonlee. Open all year. ** Rates: 2 Persons Unserved \$20.50-\$21 Served \$31.50-\$37.50 Add'l Adult \$2 Child 6-12 years \$2. ** See regional map page 6.

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Follow us on

facebook



Cumberland Lake Park & Campground

Tel: (250) 336-2144

E-Mail: j8480@telus.net

Web: www.cumberland-campground.com
1100 Comox Lake Rd., Box 904, Cumberland BC V0R 1S0

Located on beautiful glacier-fed Comox Lake, only 3 km west of the Village of Cumberland. Picnic sites, sandy beach, ideal for rock climbing, hiking and mountain biking. Come and enjoy this family-oriented campground. Open: 1-May to 30-Sep. ** Rates: Per Vehicle 4 Persons Unserved \$25-\$30 Served \$30-\$35 Add'l Adult \$3.50 Child \$3.50.

62 

Pacific Playgrounds International

Tel: (250) 337-5600 Toll: 1-877-239-5600

E-Mail: info@pacificplaygrounds.com

Web: www.pacificplaygrounds.com

9082 Clarkson Ave, Black Creek BC V9J 1B3

Old growth trees, ocean, sandy beach, river, mountain views. 9 golf courses, winter skiing, Courtenay, Campbell River all within 30 mins. Open all year. ** Rates: 2 Persons Served \$30-\$45 Add'l Adult \$4 Child 5 years. ** See winter matrix page 44. ** See lodging listing page 40 ** See regional map page 6.

201 

Puntledge RV Campground & Nim Nim Interpretive Centre

Tel: (250) 334-3773

E-Mail: puntledge_rv_campground@shaw.ca

Web: www.puntledgerv.com

4624 Condorsory Rd., Courtenay BC V9J 1R6

The only family-oriented campground located in the heart of Courtenay, adjacent to the Puntledge River. Quiet, clean facilities, spacious grassy sites. Hwy 19 S from Campbell River, exit on Piercy Rd., turn right on Condorsory. Hwy 19A N from Victoria to Courtenay, stay on Cliffe Ave, turn right on 1st St, left on Anderton Ave, over the Condorsory Bridge. Open: 1-May to 1-Oct. ** Rates: Per Vehicle 2 Persons Unserved \$20 Served \$23-\$26 Add'l Adult \$3 Child Under 12 Free.

43 

Seal Bay RV Park & Campground

Tel: (250) 339-1837

Web: www.sealbayrvpark.com

1901 Larch Rd., Courtenay BC V9J 1X7

Spacious, treed sites in peaceful parklike setting. Large clean heated washrooms. Adjacent to nature park with biking and hiking trails. Close to boat launch, fishing, golf, shopping. Skiing in 40 mins. on Mt. Washington. Big Rig Friendly. Open all year. ** Rates: 2 Persons Unserved \$19-\$21 Served \$24-\$35 Add'l Adult \$2 Child 12 & Under Free.

50 

TeePee Park Campground

Tel: (250) 339-5271

E-Mail: teepeepark@telus.net

Web: www.cfcommunitygateway.com

http://www.cg.cfpsa.ca/cg-pc/Comox/EN/Facilities/TeePeePark/Pages/default.aspx

Kilmore Rd., Lazo (Comox) BC

Beautiful oceanfront camping with sandy beach. Family-oriented military campground. Easy access to all the recreational opportunities in the Comox Valley. Special rates for Military. General public welcome. Open: Apr to Oct. ** Rates: 2 Persons Unserved \$15-\$19 Served \$23-\$32 Add'l Adult \$2.25 Child \$2.25.

80 

Duncan & Area

Duncan RV Park & Campground

Tel: (250) 748-8511

2950 Boys Rd., Duncan BC V9L 6W4

Country setting on Cowichan River. (1 block W. of Trans Canada Hwy). Quality sites (20/30 amp.) 50 ft pull-thrus, WiFi, free showers, firepits, restaurants, casino and shopping within walking distance. Tenting \$20. CP 7 days. Open all year. ** Rates: Per Vehicle 2 Persons Unserved \$25 (partial power/water) Served \$30 Add'l Adult \$3 Child \$3.

60 

Riverside Campgrounds & Cabins

Tel: (250) 746-4352

E-Mail: riversidecamping@highspeedplus.com

Web: www.riversidecampingduncan.com

1-3065 Allenby Rd., Duncan BC V9L 6W5

1 km W. off Hwy 1 on Allenby Rd. Riverfront camping, grassed and shaded with firepits. Near Cowichan Native Village and totems. Washrooms open 1-May to 1-Oct. Open all year for self-contained RVs. Club & cyclist rates available. ** Rates: 2 Persons Unserved \$19 Served \$27 Add'l Adult \$5 Child 11 & Over \$5.

75 

Hornby Island

Tribune Bay Campsite

Tel: (250) 335-2359

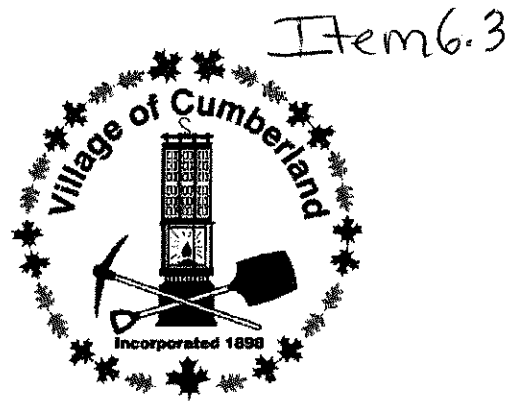
Web: www.tribunebay.com

5200 Shields Rd., Hornby Island BC V0R 1Z0

Family camping in a treed setting, adjacent to Provincial Park Reserve at beautiful Tribune Bay. Sheltered, safe, sandy beach. Open: 15-Jun to 15-Sep. ** Rates: 4 Persons Unserved \$33.34 Served \$38.10-\$40 Add'l Adult \$2.80 Child Over 6 \$2.80.

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COUNCIL REPORT



REPORT DATE: October 29, 2013
MEETING DATE: November 12, 2013

TO: Mayor and Council
FROM: Rob Crisfield, Manager of Operations
SUBJECT: Multi Materials BC Contract Offer

RECOMMENDATION

THAT Council receives the Multi Materials BC Contract offer report;

AND THAT Council provides staff with direction on executing the 'Statement of Works for Collection of Services Provided by Local Government' and 'Master Services Agreement' documents from MMBC.

SUMMARY

Subsequent to a report submitted to Council on August 12th, and communication with MMBC on the municipality's interest in participating in the collection incentive offer program, MMBC has submitted a 'Statement of Works for Collection of Services Provided by Local Government' and a 'Master Services Agreement' for execution by the municipality. Staff have reviewed the documents and summarized some of the changes between the original draft documents and the documents recently submitted, including the final incentive offer. We have also provided an update on the Province's response to a recent UBCM resolution to provide municipalities with an additional 90 days to consider the MMBC offer.

BACKGROUND

On August 12th, staff presented a report to Council with information on the MMBC program and the incentive offer presented to the municipality. The incentive offer includes an administration and education amount of approximately \$54,000 which would cover our current costs for curbside collection of PPP (recycling) which is \$35,000. Council provided staff with direction to communicate with MMBC and express an interest in moving forward with the offer. MMBC has now submitted documents for signature in the form of a Statement of Work for Curbside Collection Services Provided by Local Government and accompanying Statement of Works Agreement. These two documents were presented to Council on August 12th in draft form. The new documents attached to this report have some changes which are summarized as follows.

Statement of Work changes

1. Definition of 'In-Scope PPP' was added to definitions, while the Packaging and Printer Paper or PPP was removed.
2. Expanded language in section 2.1.5 (a) that explains the contractors (local government) requirements when it comes to the delivery of PPP to the post collection service provider.
3. Addition of section 2.1.5 (b) that references the requirements to meet section 2.1.2.
4. Addition of section 3.3.2 (c) & (d) that talks about claims for PPP collected and the process for approval and payment of claims.
5. Section 4.0 has a specific expiry date of March 31, 2015 that matches the expiry date of other local government collection contract expiry dates.
6. Attachment 2.1.2 to Schedule 2.1(a) In-Scope PPP confirms a 'single stream' collection of PPP and speaks further about those beverage containers being In-Scope PPP.
7. Attachment 3.4 to Schedule 2.1(a) Service Level Failures has expanded language under section 4 dealing with service delivery failure where more than 3% by weight of non PPP items. The expanded language for service delivery failure is now based on curbside household numbers as opposed to the original \$5,000 per occurrence and reduces the amount of the service delivery failure credit for smaller municipalities.

Master Services Agreement

1. The language in section 15.3 that deals with 'Force Majeure' has been softened through elimination of termination clause should performance be delayed beyond 30 days.
2. Schedule 12.1 now includes the requirement for insurance coverage for two years beyond the end of the term of agreement.

Overall most of the noted changes above add clarity to the document and in some cases have lessened the burden on the municipality such as the reference to a time limit under the 'Force Majeure' clause, and the 3% contamination service level failure which is now based on number of households. There would appear to be an additional burden to the municipality for the requirement of an additional two years of insurance coverage beyond the end of the term of the agreement.

As was indicated in the first MMBC report presented to Council on August 12th, the real benefit to the municipality is the financial incentives being offered and the ability to retain some control over the PPP recycling program. Beyond that there will be additional work required by staff and our collection contractor including monthly reporting and daily recording of customer complaints. While we typically don't receive many complaints and currently have a complaint record mechanism in place, we will need to spend some time summarizing this data and report to MMBC. Some of the other additional data collection and record keeping such as weight of PPP and percentage of contamination will happen automatically with the collection contractor and depot. Other requirements related to the upkeep of the collection vehicles and dealing with spills will be the responsibility of the collection contractor with monitoring by Village staff. An improperly managed collection program and failure to monitor the collection contractor could result in fines should the Village and contractor fail to meet the requirements in the 'Statement of Works' agreement.

A committee was formed at the recent Union of BC Municipalities conference with a resolution to request the province to consider an extension of the current deadline to allow municipalities more time to consider the MMBC incentive offer. A reply from the Province dated October 25th recognizes the efforts of the committee and UBCM in assisting BC municipalities with the transition of responsibility for the PPP product stewardship. However the province has made it clear that the incentive offer and deadline were not set by the province and that local government need to negotiate any extension directly with MMBC. The correspondence goes on to further explain the three avenues local governments have with respect to the MMBC offer, including acceptance of the offer, declining the offer and handing back the responsibility of PPP collection to MMBC, or decline the incentive offer but continue providing collection of PPP on their own. Finally the provincial Ministry of Environment will be holding regional workshops in early November to continue to assist local governments with the transition to producer responsibility for PPP collection and recycling (see the attached correspondence for further details).

Based on the fact that we will receive an incentive offer, retain some control of the PPP recycling program in our community, and that it is a one-time only offer to municipalities, staff are recommending that we enter into an agreement with MMBC until March 31 of 2015, providing us with some time to feel out the program, better understand the burden of record keeping and reporting, and evaluate the overall Packaging and Printed Paper Stewardship Program.

FINANCIAL IMPLICATIONS

Through participation in the MMBC PPP curbside collection incentive program, the municipality would benefit from incentive funding fully covering the current residential curbside collection costs leaving us with a surplus of funds of approximately \$19,000, to assist with education, and administration costs required for record keeping and reporting.

The Village could also maintain the current program through its current source of funding and not accept the offer from MMBC.

The Village could also completely hand over the residential portion of the curbside recycling program to MMBC and reduce curbside recycling costs, ultimately affecting the current contract with our collection contractor, but save the village approximately \$35,000 per year. By doing this the village also loses total control of the program

STRATEGIC OBJECTIVE

None

ATTACHMENTS

- Statement of Works for Curbside Collection Services Provided by Local Government.
- Master Services Agreement.
- Letter to UBCM from the provincial Ministry of Environment.
- Multi Materials BC – Residential Curbside Recycling Collection Incentives Report from August 12th.

CONCURRENCE

Michelle Mason, Chief Financial Officer



OPTIONS

1. Direct staff to accept the incentive offer by executing the 'Statement of Works for Collection of Services Provided by Local Government' and 'Master Services Agreement' documents.
2. Direct staff to opt out of the MMBC incentive offer and continue to collect residential curbside recycling on our own.
3. Direct staff to pass on the responsibility of collecting residential curbside recycling to MMBC.
4. Any other action deemed appropriate by Council.

Respectfully submitted,

Rob Crisfield
Manager of Operations
Village of Cumberland



Sundance Topham
Chief Administrative Officer

SCHEDULE 2.1(a)
STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL
GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between The Corporation of the Village of Cumberland ("**Contractor**") and Multi-Material BC Society ("**MMBC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is November 30, 2013.

SECTION 1. Interpretation

- 1.1 Definitions. In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Container**" means any blue bin, bag, open container or cart used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Curb**" or "**Curbside**" means a location within one (1) metre of the Public Street or Private Road.

"**Curbside Collection**" has the meaning set out in Section 2.1.

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

"**Customer**" means residents of Curbside Households within the Service Area.

"**Designated Post-Collection Service Provider**" means the delivery point, designated by MMBC, for the Contractor-collected In-Scope PPP.

"**In-Scope PPP**" mean the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by MMBC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Missed Collection**" means failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day by the appointed set out time.

"**Non-PPP Items**" means any material that is not In-Scope PPP.

"**Private Road**" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"Public Street" means a public right-of-way used for public travel, including public alleys.

"Service Area" means the geographic area delineated in Attachment 2.1.1.

"Service Commencement Date" means May 19, 2014.

"SOW Effective Date" has the meaning set out on the first page of this Statement of Work.

"SOW Services" has the meaning set out in Section 2.

- 1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the **"SOW Services"**):

- 2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2(a) (the **"Curbside Collection"**) and in accordance with the terms of the Agreement and this SOW.

2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Customers in the Service Area.
- (b) Except for changes that result from an annual baseline review made pursuant to Attachment 5, changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the main body of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline (as defined in Attachment 5), Contractor is obligated to provide the SOW Services to all Customers in the Service Area.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Containers (including both Contractor-provided and Customer-owned Containers); and (II) any Corrugated Cardboard, tied securely and stacked by the Customers' Container (or stacked alone if no Container is present).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. In-Scope PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP

Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.

- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)(I) or (II)) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- (c) Contractor will perform Curbside Collection no more frequently than weekly and no less frequently than bi-weekly.
- (d) Section 2.1.3 (c) does not apply to Category 8 Glass Packaging.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of Carts, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways, or on street parking.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, MMBC may remove the Customer from the Service Area.
- (h) Where Contractor provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection Services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

- (a) Contractor will, at Contractor's cost provide Containers that provide Customers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Where Customers or geographical area are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the start date provided by MMBC.

- (c) Contractor will procure and deliver a Container to a requesting Customer within seven (7) Business Days of the Customer's initial request.
- (d) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to MMBC with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided MMBC provides prior written approval.
- (f) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will comply with the following:
 - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
 - (ii) Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the Service Commencement Date.
- (g) If Contractor collects In-Scope PPP loose in Containers other than in bags, Contractor will not change to collecting In-Scope PPP in a Container that is a bag without MMBC's prior written approval.

2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated

Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.

- (d) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice. If MMBC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(b), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).
- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or MMBC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to MMBC in writing. Contractor will immediately notify the MMBC-designated spill coordinator of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used elsewhere if they are emptied before and after such other use and Contractor has obtained prior approval from MMBC in writing.

2.1.8 Pilot programs.

- (a) MMBC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMBC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by MMBC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If MMBC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by MMBC. Contractor-initiated pilot programs will be performed at no additional cost to MMBC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following Services.

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by MMBC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMBC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by MMBC to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.

- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by MMBC during Contractor's office hours, and will be in a format approved by MMBC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs. Contractor will incorporate MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

- 2.4 Transition and Implementation Services. Where Contractor did not provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will, beginning on the SOW Effective Date, develop, with MMBC's input and prior written approval, and submit to MMBC no later than two weeks after the SOW Effective Date, a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date, up through and including the six month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan.

SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.
- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- 3.3.1 Service Delivery Reporting
- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor.
 - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
 - (c) maintain the following records, and such other records as may be requested by MMBC:
 - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
 - (iii) Notices left for Customers.

- (d) make all records maintained pursuant to this Statement of Work available to MMBC upon request, and if requested by MMBC, will provide a regular (but no more frequently than monthly) report to MMBC, in a format and by a method approved by MMBC, setting out or summarizing (at MMBC's discretion) such records as may be indicated by MMBC for the reporting period.
- (e) upon MMBC's request, provide up to four ad-hoc reports each year, at no additional cost to MMBC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in MMBC-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "**Claim Information**"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, MMBC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until March 31, 2015. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MULTI-MATERIAL BC SOCIETY

Per: _____
(I have authority to bind MMBC)

Name: _____
(Please Print)

Title: _____

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to MMBC, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA

1. Under this Statement of Work,
 - (a) the initial Curbside Household Baseline (as defined in Attachment 5) will be 1,471; and
 - (b) the initial Curbside ICI Baseline (as defined in Attachment 5) will be 0.
2. The Service Area is:

Village of Cumberland

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☒ PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- ☐ PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP in Category 8, segregated from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	Service Level Failure	Service Level Failure Credit												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in Service Area.	\$5,000 per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
3	Failure to separate Curbside Collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from MMBC.	\$5,000 per route, plus \$3,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by MMBC.												
4	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the "Per Load Amount" will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table: <table><tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr><tr><td>10,000+</td><td>\$5,000</td></tr><tr><td>5,000-9,999</td><td>\$3,750</td></tr><tr><td>2,500-4,999</td><td>\$2,500</td></tr><tr><td>499-2,499</td><td>\$1,250</td></tr><tr><td>0-499</td><td>\$500</td></tr></table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by MMBC plus \$5,000 per day of Labour Disruption.												
6	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline defined in Attachment 5), falls below 135 kilograms, then Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to raise its collection yield above 135 kilograms per

Curbside Household. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to increase collection yield, and, at MMBC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

3. If the quantity of Category 8 Glass Packaging has not declined to less than 3% (by weight) in Categories 1, 2, 3, 6 and 7 PPP collected through Curbside Collection within one year of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to achieve the stated objective.

ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES

1. In this Attachment, the following terms will have the following meaning:

"Bonus Period" means each 365 day period during the SOW Term, commencing on the Service Commencement Date.

"Curbside Household Baseline" means the number of Curbside Households in Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

"Curbside ICI Baseline" means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Curbside Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

2. In consideration for Contractor's performance of the SOW Services MMBC will pay Contractor:

- (a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

Curbside Collection Financial Incentive		
	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	\$32.00
☒	0.2 to 2 Curbside Households per hectare	\$34.00
☐	<0.2 Curbside Households per hectare	\$36.00
	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	\$35.00
☐	0.2 to 2 Curbside Households per hectare	\$37.00
☐	<0.2 Curbside Households per hectare	\$39.00

- (b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services pursuant to this Agreement in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Curbside Collection incentive	\$ per Curbside Household per Year
☒	Resident Education Top Up	\$0.75

☐	Depot Top Up	\$0.25
☒	Service Administration Top Up	\$2.50

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Curbside Collection Financial Incentive		
☐	Category 8 - Glass Packaging	\$ per Tonne
		\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the Curbside Household Baseline, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the Curbside Household Baseline and the approved claims submitted for the Bonus Period. The annual performance bonus, if any, will be paid no later than 30 days after the contract anniversary date.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under this Agreement ("**Multi-Family Household Collection**"), and In-Scope PPP collected during Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (c), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

Curbside Collection Performance Bonus				
Avg In-Scope PPP Collected per Curbside Household Per Year	180 - 199 Kilograms	200 - 219 Kilograms	220 - 239 Kilograms	> 240 Kilograms
Performance Bonus	\$ per Curbside Household per Bonus Period			
	\$1.00	\$2.00	\$3.00	\$4.00

3. Annual Baseline Review.

- (a) On an annual basis, on a date to be determined by MMBC, Contractor will, in good faith, report and attest (in a form acceptable to MMBC) to the then-current number of:
- (i) Curbside Households in the Service Area;

- (ii) Industrial, Commercial and Institutional (ICI) locations in the Service Area receiving Curbside Collection Service; and
 - (iii) Curbside Households per hectare in the Service Area.
- (b) MMBC may also provide evidence of the then-current numbers for the foregoing. Based on Contractor's attestation and the evidence provided by MMBC, MMBC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline and to identify and agree upon any changes in population density and the Curbside ICI Baseline. If the agreed upon new values of the foregoing trigger a price change (as, and only as, per the pricing categories listed in this Attachment), the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- (c) For purposes of reporting and determining the number of Curbside Households:
 - (i) A single family dwelling is considered one (1) Curbside Household;
 - (ii) A laneway house is considered one (1) Curbside Household;
 - (iii) A duplex is considered two (2) Curbside Households;
 - (iv) A triplex is considered three (3) Curbside Households;
 - (v) A fourplex is considered four (4) Curbside Households;
 - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, where the Contractor recognizes the conversion for utility and/or contract billing and provides Curbside Collection to each unit in the converted building at an equivalent service level as a single family dwelling; and
 - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by the Contractor as a single family dwelling for utility and/or contract billing is considered one (1) Curbside Household.
- (d) The number of Curbside ICI Baseline locations and the pro-rated quantity of In-Scope PPP from the Curbside ICI Baseline locations will be excluded from the Fees set out in this Attachment 5.

MASTER SERVICES AGREEMENT

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This Master Services Agreement (this "**Agreement**") is entered into as of November 30, 2013 ("**Effective Date**")

BETWEEN:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND, having a place of business at 2673 Dunsmuir Avenue, Cumberland, British Columbia ("**Contractor**"),

AND:

MULTI-MATERIAL BC SOCIETY a not-for-profit agency incorporated under the *Society Act* (British Columbia) ("**MMBC**").

RECITALS:

- A. Whereas MMBC represents companies and organizations ("**Producers**") that supply products in packaging and printed paper to residents of British Columbia obligated under the *Recycling Regulation* under the *Environmental Management Act* (British Columbia);
- B. Whereas MMBC developed the Packaging and Printed Paper Stewardship Plan;
- C. Whereas the Director, Waste Management, Environmental Standards Branch, Ministry of Environment approved the Packaging and Printed Paper Stewardship Plan on April 15, 2013;
- D. Whereas MMBC is meeting Producers' obligations under the *Recycling Regulation* by implementing the Packaging and Printed Paper Stewardship Plan, including through this Agreement; and
- E. Whereas MMBC wishes to receive, and Contractor wishes to provide, the services set out in this Agreement, and the parties wish to foster dialogue and a good business relationship in carrying out such services.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMBC and Contractor agree as follows:

SECTION 1. INTERPRETATION

1.1. **Definitions.** In this Agreement, the following terms will have the following meanings:

"**Affiliate**" means any entity controlled by, controlling, or under common control with a party.

"**Agreement**" has the meaning set out on the first page of this document, and includes the Schedules (including Statements of Work) attached hereto.

"**Applicable Law**" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"Change" has the meaning set out in Section 2.2.1.

"Change Request" has the meaning set out in Section 2.2.1.

"Change Response" has the meaning set out in Section 2.2.4.

"Confidential Information" means information of or relating to a party (the **"Disclosing Party"**) that has or will come into the possession or knowledge of the other party (the **"Receiving Party"**) whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, that: (a) where MMBC is the Disclosing Party, is any information of MMBC or relating to its business or affairs including technical, financial and business information, ideas, concepts or know-how, Services performance and Services delivery reporting information, and the terms of this Agreement; and (B) where Contractor is the Disclosing Party, is limited to financial information of Contractor. However, Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws.

"Contractor" has the meaning set out on the first page of this Agreement.

"Dispute" has the meaning set out in Section 14.1.

"Effective Date" has the meaning set out on the first page of this Agreement.

"Fees" has the meaning set out in Section 5.1.

"Force Majeure" has the meaning set out in Section 15.3.

"Intellectual Property Rights" means inventions, patents, copyrights, trademarks, industrial designs, integrated circuit topography rights, know-how, trade secrets, confidential information, and any other intellectual property rights whether registered or unregistered, and including rights in any application for any of the foregoing.

"Labour Disruption" has the meaning set out in Section 4.6.1.

"MMBC" has the meaning set out on the first page of this Agreement.

"MMBC Policies and Standards" has the meaning set out in Section 4.2.

"Packaging and Printed Paper" or **"PPP"** has the meaning set out in Schedule 4.2, as may be updated by MMBC pursuant to Section 4.2.

"Service Levels" has the meaning set out in Section 4.4.1.

"Service Level Failure" has the meaning set out in Section 4.4.

"Service Level Failure Credit" has the meaning set out in Schedule 4.4.

"Services" has the meaning set out in Section 2.1, including the delivery of any Work Product.

"SOW Term" has the meaning set out in Section 3.2.

"Statement of Work" means any statement of work attached hereto or as may from time to time be issued hereunder.

"Term" has the meaning set out in Section 3.1.

"Work Product" means the deliverables to be created or provided to MMBC by Contractor pursuant to any Statement of Work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by Contractor, MMBC, or Contractor and MMBC together.

1.2. Interpretation.

1.2.1. Including – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

1.2.2. Technical Terms – Any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term.

1.2.3. Number, Gender, and Persons – In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word "person" will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

1.2.4. Headings – The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.

1.2.5. Currency – Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.

1.2.6. Calculation of Time – When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

1.2.7. Legislation References – Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

1.3. Schedules. As of the Effective Date, the following Schedules form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

Schedule	Description
Schedule 2.1(a)	– Statement of Work for Curbside Collection Services Provided by Local Government
Schedule 4.2	– MMBC Policies and Standards
Schedule 4.4	– Service Level Methodology
Schedule 12.1	– Insurance Requirements

1.4. Priority. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement, any Schedule that is not a Statement of Work, and any Statement

of Work, the inconsistency will be resolved by reference to the following descending order of priority: (i) Article 1 through Article 15 of this Agreement; (ii) the Schedules annexed to this Agreement that are Statements of Work; and (iii) the applicable Statement of Work, except to the extent a Statement of Work expressly states that it is intended to have priority over the main body of this Agreement or a Schedule referred to in subsection (ii), in which case the Statement of Work will have priority but solely with respect to such Statement of Work.

SECTION 2. SCOPE OF SERVICES

- 2.1. Services. Contractor will perform the Services set out in each Statement of Work, executed simultaneous with this Agreement or separately executed, and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the **"Services"**), all in accordance with the terms and conditions of this Agreement and the Statement of Work. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when mutually accepted and duly executed by both parties.
- 2.2. Changes.
 - 2.2.1. An authorized MMBC representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to any Statement of Work (a **"Change"**) by issuing a **"Change Request"**. For clarity, a Change Request may not solely consist of a request to change the Fees under a Statement of Work; the Fees under a Statement of Work may only be changed under the Change process in this Section 2.2, as agreed by the parties in the executed change order, to reflect, or as a result of, a Change to other rights or obligations under the Statement of Work or as otherwise set out in the Statement of Work.
 - 2.2.2. For a Change Request affecting the administration of this Agreement, Contractor will provide an initial response within five Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
 - 2.2.3. For any other Change Request, Contractor will provide an initial response within fifteen Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
 - 2.2.4. Where Contractor is, in accordance with Section 2.2.7, able to comply with the Change Request, Contractor will provide a further, more detailed, response (a **"Change Response"**) within 10 calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Request.
 - 2.2.5. Contractor may request a Change by delivering a Change Request, together with a Change Response, to MMBC.
 - 2.2.6. If MMBC, in its discretion, accepts the Change Response, an authorized MMBC representative will provide Contractor with written approval of MMBC's acceptance in the form of an executed change order. If MMBC does not accept a Change Response, the parties will, on MMBC's request, negotiate in good faith the terms pursuant to which the parties may agree to implement the Change. Contractor will not make any Change to any Statement of Work without MMBC's prior written approval.

- 2.2.7. Contractor acknowledges that MMBC may be dependent on Contractor for the Services, and Contractor agrees that Contractor will not be entitled to refuse to provide a Change Response under Section 2.2.2 or 2.2.3 unless it is not technically possible for Contractor to carry it out.
- 2.2.8. Contractor will make requested Changes at no additional charge to MMBC unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with MMBC, including that Contractor will make available to MMBC all supporting information and documentation reasonably requested by MMBC that relates to the pricing of the proposed Change.
- 2.3. Non-Exclusive. Neither this Agreement nor any Statement of Work will grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section, in the applicable Statement of Work (and in no event will the scope of such exclusivity extend beyond the scope of Services under such Statement of Work).

SECTION 3. DURATION

- 3.1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until the expiration or termination of the last Statement of Work under this Agreement (the "**Term**").
- 3.2. Term of Statement of Work. Each Statement of Work will set out the term of the Statement of Work and any terms and conditions relating to the renewal of the Statement of Work (the "**SOW Term**").

SECTION 4. SERVICE STANDARDS

- 4.1. Performance. Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in a timely manner and in accordance with the terms and conditions of this Agreement and any Statement of Work, having regard for the concerns, needs, and interests of residents and the environment. Except where otherwise set out in the Agreement, all weighing and measurement to be performed by Contractor will be made in accordance with the MMBC Policies and Standards on weights and measurements identified in Schedule 4.2.
- 4.2. Contractor to Comply with MMBC Policies and Standards. Contractor will comply at all times with all terms and requirements set out in the policies and standards set out in Schedule 4.2, as such policies and standards may be updated by MMBC from time to time, and such other policies and standards that MMBC brings to the attention of Contractor from time to time (collectively, "**MMBC Policies and Standards**"). Notice of updating of, or new, MMBC Policies and Standards may be made by MMBC by e-mail to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new MMBC Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.5 for the implementation of the updated or new MMBC Policies and Standards; provided that Contractor must make any such request within 30 days of MMBC providing notice of the updated or new MMBC Policies and Standards.
- 4.3. Compliance with Law. Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:
- (a) the *British Columbia Employment Standards Act*;

- (b) the *Workers' Compensation Act of the Province of British Columbia* and the *Occupational Health and Safety Regulations* thereunder;
- (c) the *Environmental Management Act*; and
- (d) the *Waste Management Act*.

4.4. Service Levels.

4.4.1. Contractor will continuously monitor each Service in order to identify, measure and report and correct problems and to ensure that Contractor is meeting or exceeding the following service levels (the "**Service Levels**"):

- (a) all service levels set out in this Agreement, including in the applicable Statement of Work;
- (b) if Contractor is providing a service similar to services performed by Contractor prior to the start of the applicable SOW Term, Contractor will, at a minimum, continue to meet the existing service levels achieved by Contractor prior to the start of the applicable SOW Term (but only to the extent they do not conflict with the scope of Service, or the obligations, set out in the applicable Statement of Work); and
- (c) if no service level is provided for a Service or component thereof, all performance levels and measurements for such Service or component that are industry best practices,

provided that in the event of a conflict between any service levels, the highest service level standard will apply. Contractor will notify MMBC in writing immediately if Contractor knows that Contractor has failed, or believes Contractor will fail, to achieve a Service Level.

4.4.2. Contractor recognizes that Contractor's failure to meet a Service Level will have a material adverse impact on the business and operations of MMBC and that damages resulting from Contractor's failure to meet a Service Level may not be capable of precise determination. As such (and without limiting MMBC's rights or remedies), MMBC will be entitled to any express remedies for Contractor's failure to meet a Service Level (each such failure a "**Service Level Failure**") that may be set out in Schedule 4.4 or the applicable Statement of Work. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Schedule 4.4 or in a Statement of Work.

4.4.3. Upon MMBC's request, and in any event at least once per year, MMBC will meet with Contractor (which meeting may be in person or by phone as determined by MMBC) to review and discuss Contractor's performance level of the Services and Service Levels.

4.5. Contingency Planning. Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in MMBC's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "**Business Continuity Plan**"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. MMBC will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure, that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of MMBC. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the

Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than: (i) where Contractor is a local government, any other non-essential services it provides, or (ii) where Contractor is not a local government, any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.

4.6. Labour Disruption.

- 4.6.1. Contractor will provide MMBC with at least 30 days prior written notice of the expirations of any labour agreement and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption (as defined below).
- 4.6.2. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform MMBC within four hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
- 4.6.3. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also proposed to provide such sites in respect of the Services hereunder).
- 4.6.4. MMBC will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by MMBC due to a Labour Disruption.
- 4.6.5. In the event that a Labour Disruption lasts more than seven days, and for so long as the Labour Disruption continues, MMBC will have the right to terminate this Agreement or any Statements of Work, for cause, immediately upon delivery of written notice of termination by MMBC to Contractor.

SECTION 5. PAYMENT

- 5.1. Fees. In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, MMBC will pay Contractor the amounts set forth in any Statement of Work (the "**Fees**"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by MMBC to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment, or facilities relating to the Services or this Agreement.
- 5.2. Set-Off. MMBC may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between Contractor and MMBC, including any Service Level Failure Credits; and (b) any costs incurred by MMBC in collecting any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between the parties. The failure by MMBC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of MMBC's right to set-off, deduct or collect such amount.

5.3. Invoicing.

- 5.3.1. Submission of Claim - Unless otherwise set out in a Statement of Work, Contractor will submit claims using the MMBC claims reporting portal, or through such other method as MMBC may designate. MMBC will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
- 5.3.2. Generation of Invoice - After receipt of a purchase order from MMBC, Contractor will invoice MMBC for the validated claim, with reference to the issued purchase order; provided that MMBC may, at its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by MMBC, Contractor will invoice MMBC using the contact information provided by MMBC for such purpose (as may be updated by MMBC from time to time).
- 5.3.3. Late Submission - Contractor must submit all claims within 30 days of the performance of the applicable Services, and all invoices (where required to be submitted by MMBC) within 30 days of the purchase order date. In no event will MMBC be liable for payment of any claim submitted more than 90 days after the performance of the applicable Services, or payment of any invoice submitted more than 90 days after the purchase order date.

- 5.4. Taxes. Except where otherwise noted, the Fees exclude all applicable sales, goods and services, value added, use or other commodity taxes that may be lawfully imposed upon the Services; where Contractor clearly and separately itemizes such taxes on Contractor's invoice to MMBC, MMBC will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to MMBC to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that MMBC paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to MMBC. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.

- 5.5. Withholding Taxes. MMBC may deduct or withhold from any payment(s) made to Contractor any amount that MMBC is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("**Withheld Taxes**") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by MMBC.

- 5.6. Payment. Subject to the terms and conditions of this Agreement and any Statement of Work, MMBC will pay Contractor, via electronic funds transfer, the undisputed Fees for the Services within 30 days of the invoice date. Contractor will provide MMBC with complete and accurate billing and contact information, including all information required by MMBC to effect electronic funds transfers and a billing email address to which MMBC may send submission reports and purchase orders. Contractor will promptly provide MMBC with any updates to such billing and contact information.

- 5.7. No Volume Commitment. Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that MMBC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

- 6.1. Suitable Personnel. Upon MMBC's request, Contractor will promptly investigate any written complaint from MMBC regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a subcontractor or agent) and take immediate corrective

action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, MMBC may require that such person be removed from all performance of additional work for MMBC. Removal of such person will be addressed by Contractor immediately.

- 6.2. Key Personnel. Contractor must (a) employ those people described as key personnel ("**Key Personnel**") in any Statement of Work in the roles described in any Statement of Work and ensure that the Key Personnel maintain those roles; not replace any Key Personnel without MMBC's prior informed consent unless the person: (i) dies, becomes ill or incapacitated so as to be unable to perform their role; (ii) is terminated for cause or just cause; or (iii) resigns from Contractor's employment (other than to be employed by an associated entity of Contractor); and (c) ensure that any people replacing Key Personnel with the consent of MMBC, have at least equivalent ability, experience and expertise as the Key Personnel replaced.
- 6.3. Subcontracting. Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of MMBC (not to be unreasonably withheld), including that MMBC's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or subcontractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

- 7.1. Record Keeping. During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by MMBC hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
- 7.2. Reporting. In addition to any other reporting obligations under this Agreement or a Statement of Work, Contractor will provide the following reporting to MMBC:
- (a) at least every two weeks (or such other period as may be set out in a Statement of Work), Contractor will report, through MMBC's claims reporting portal, or through such other method as MMBC may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;
 - (b) upon such frequency as MMBC may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit MMBC to monitor and manage Contractor's performance; and
 - (c) such additional reports as MMBC may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.
- 7.3. Audit.
- 7.3.1. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, MMBC (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the

performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that MMBC (or its audit representative) may conduct a financial audit to verify the amounts paid or payable by MMBC hereunder. If any audit reveals that MMBC has been overbilled, Contractor will reimburse the overcharged amount to MMBC with interest at prime plus 1%. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of MMBC's costs in relation to such audit.

- 7.3.2. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by MMBC (or its audit representative) upon MMBC's request.
- 7.3.3. Without limiting any other audit right, during the Term MMBC (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4. Contractor will co-operate with and provide to MMBC (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all subcontractors to enable MMBC (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

- 8.1. Contractor Representations and Warranties. Contractor represents and warrants to and covenants with MMBC that:
 - (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
 - (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
 - (c) it has and will, at his own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Services;
 - (d) the representations, warranties, covenants, claims, inducements, and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection financial incentive; and
 - (e) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of MMBC in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions,

payments, kickbacks, gifts, entertainment or other inducements to any employee or agent of MMBC.

SECTION 9. CONFIDENTIALITY

- 9.1. Confidentiality Covenant. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.
- 9.2. Legal Requirement. Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- 9.3. Return of Confidential Information. Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- 9.4. Privacy Laws. Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("**Privacy Laws**") in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (b) in a manner that enables MMBC to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and MMBC to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify MMBC of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of MMBC that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify MMBC if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

- 10.1. Ownership. Except as otherwise specifically provided in any Statement of Work, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein will be owned by MMBC; accordingly, Contractor will assign and hereby assigns to MMBC all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable license to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of MMBC, its successors and assigns of any and all moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products.

SECTION 11. INDEMNITY

- 11.1. Indemnity. Contractor will indemnify and save harmless MMBC, its Affiliates, and their respective directors, officers, contractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom the Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including without limitation arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.
- 11.2. Available Remedies. If Contractor sustains damage in the course of performing the Services that is caused by another contractor of MMBC with whom Contractor is obligated under this Agreement to interact with directly (an "**Other Service Provider**"), MMBC will, upon Contractor's reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor's benefit, such contractual remedies of indemnification or receipt of service level failure credits as MMBC may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

SECTION 12. INSURANCE AND PERFORMANCE BOND

- 12.1. Insurance. During the Term and for any additional period following the end of the Term set out in Schedule 12.1, Contractor will have and maintain in force in Canada, and will cause it subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Schedule 12.1, and Contractor will (and will cause its subcontractors to) otherwise comply with the provisions of Schedule 12.1. Failure to secure such insurance coverage, or the failure to comply fully with any of Schedule 12.1 will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.
- 12.2. Performance Bond. Contractor will comply with any performance bond requirements that may be set out in a Statement of Work.

SECTION 13. TERMINATION

- 13.1. Termination for Convenience. Either party may, at any time and without cause, terminate this Agreement or any Statements of Work for convenience upon giving the other party 180 days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, Contractor will commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice, and immediately return all Work Product to MMBC, whether completed or not.
- 13.2. Termination by MMBC for Cause. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:
- (a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor

assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;

- (b) Contractor commits a material breach of this Agreement and does not cure such breach within 30 days of receipt of notice thereof from MMBC;
 - (c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven days;
 - (d) Contractor's performance creates a hazard to public health or safety or to the environment;
 - (e) Contractor is assessed Service Level Failure Credits in excess of \$10,000 during any rolling six month period; or
 - (f) any other termination right described in this Agreement or a Statement of Work is triggered.
- 13.3. Termination by Contractor for Cause. Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to MMBC in the event that MMBC fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three most recent prior monthly consolidated invoices issued by Contractor and MMBC does not cure such non-payment within 60 days of receipt of notice thereof from Contractor.
- 13.4. Change in Applicable Law. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to MMBC or the Services, including if there is a material change to an approved plan under the *Recycling Regulations* of the *Environment Management Act* (British Columbia) or if any new plan (whether submitted by MMBC or any other person) is approved thereunder.
- 13.5. Disruption of Service. The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by MMBC for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.
- 13.6. Termination Assistance. Upon termination or expiration of this Agreement, Contractor will continue to provide Services hereunder and will make reasonable efforts to cooperate and assist, according to mutually agreeable terms and conditions, to ensure that there is an orderly transfer of the Services required by MMBC pursuant to this Agreement.
- 13.7. Survival. The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: SECTION 9 (Confidentiality), SECTION 11 (Indemnity), SECTION 12 (Insurance and Performance Bond), SECTION 14 (Dispute Resolution) and SECTION 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

SECTION 14. DISPUTE RESOLUTION

- 14.1. Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between MMBC and Contractor will be addressed as follows:
- (a) The parties will first attempt to resolve the Dispute through representatives from each of MMBC and Contractor who work most closely with each other on related matters, within 15 days after written notice of the Dispute was first given, or as otherwise agreed upon.
 - (b) If the Dispute is not resolved at the first stage, either party may escalate the Dispute to the senior MMBC and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further 15 days, or as otherwise agreed upon.
 - (c) If the Dispute is not resolved through the discussion above within the time period set out above, then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within 45 days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.
 - (d) If the parties are unable to resolve the Dispute within the above period, unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Vancouver in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against MMBC and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
 - (e) Notwithstanding anything to the contrary in this Section 14.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia for such purpose.

SECTION 15. GENERAL PROVISIONS

- 15.1. Relationship of the Parties. It is acknowledged by the parties hereto that the Contractor is being retained by MMBC in the capacity of independent contractor and not as an employee of MMBC. The Contractor and MMBC acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not for any purpose be considered employees or agents of MMBC.
- 15.2. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that MMBC may assign this Agreement without Contractor's consent to a person with an approved plan under the Recycling Regulation under

the Environmental Management Act (British Columbia), or who otherwise has obligations similar to those of MMBC or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of MMBC. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section 15.2.

- 15.3. Force Majeure. Neither party to this Agreement or any Statement of Work will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a fire, act of God, natural disaster, war, riot, civil disturbance, earthquake, flood, or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement or any Statement of Work.
- 15.4. Governing Law. This Agreement and any Statement of Work will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement, any Statement of Work or the performance of the obligations hereunder.
- 15.5. Notices. All notices, requests, demands or other communications (collectively "**Notices**") given by one party to the other party, will be in writing, in the english language, and will be deemed duly given (i) when delivered by hand; (ii) when sent by facsimile (with receipt confirmed), (iii) except for a notice of termination permitted under this Agreement, by e-mail (with receipt confirmed), (iii), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:

The Corporation of the Village of Cumberland
2673 Dunsmuir Avenue, PO Box 340
Cumberland, British Columbia V0R 1S0

Fax No.: 250-336-2321
E-mail: rcrisfield@cumberland.ca

Attention: Manager of Operations

To MMBC:

Multi-Material BC Society
209-1730 West 2nd Avenue
Vancouver, British Columbia V6J 1H6

Fax No.: 604-736-3154
E-mail: serviceprovider@multimaterialbc.ca

Attention: Director, Operations MMBC

or to such other address as may be designated by notice given by either party to the other.

- 15.6. Further Assurances. The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
- 15.7. No Publicity. Contractor will not use the name or trademarks of MMBC nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or MMBC, unless it has obtained MMBC's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).
- 15.8. Timing. Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 15.9. Severability. If any provision, or portion thereof, of this Agreement or any Statement of Work is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement or any Statement of Work, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 15.10. Waiver. A waiver of any provision of this Agreement or any Statement of Work will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement or any Statement of Work, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.
- 15.11. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work will preclude any other or further exercise of any other right or remedy in this Agreement or any Statement of Work or as provided at law or in equity. Rights and remedies provided in this Agreement or any Statement of Work are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 15.12. Amendment. This Agreement or any Statement of Work may only be amended by written agreement duly executed by authorized representatives of the parties.
- 15.13. Entire Agreement. This Agreement and any Statement of Work will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Contractor accompanying either a Statement of Work, a Contractor payment or otherwise is for Contractor's internal use only and its terms will not alter or amend the terms of this Agreement.
- 15.14. Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement or any Statement of Work by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement or the Statement of Work by such party.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

MULTI-MATERIAL BC SOCIETY

Per: _____
(I have authority to bind MMBC)

Name: _____
(Please Print)

Title: _____

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Agreement to MMBC, Contractor and the first signatory represent that no additional signatories are required).

SCHEDULE 4.2 MMBC POLICIES AND STANDARDS

As of the Effective Date, the following are MMBC Policies and Standards:

1. MMBC's Weight and Measurement Standards, a copy of which is set out below:

MMBC requires that PPP collected, transported and processed be weighed, and that accurate weights be reported to MMBC.

Weight is defined by MMBC as the following:

Gross Weight means the weight of the truck or container plus its contents, measured in kilograms unless otherwise noted.

Tare Weight means the weight of the empty truck or container and any equipment without its contents, measured in kilograms unless otherwise noted.

Net Weight is the weight of the contents of the container or truck, calculated as Gross Weight minus Tare Weight, measured in kilograms unless otherwise noted.

The above weights will always exclude the weight of the vehicle and any contents other than the PPP collected.

The following equation must always be true.

$$\text{Net Weight} = \text{Gross Weight} - \text{Tare Weight}$$

Measurement Canada has produced a comprehensive guide on taking and recording weights, available at <http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/lm00205.html>.

Collector Responsibilities

All loads must be documented in a manner specified by MMBC, as amended by MMBC from time to time, including a certified scale ticket. The certified scale ticket may be provided by the Designated Post-Collection Service Provider to the Collector if the weighing is performed by the Post-Collector. If the Collector is performing the actual weighing, the Post-Collector responsibilities noted below must be followed by the Collector.

Collectors are to maintain the following Net Weight records and provide upon request to MMBC:

- Curbside Collection: Tonnage by collection date and truck number
- Multi-Family Building Collection: Tonnage by collection date and truck number
- Depot Collection: Tonnage by the date on which the Designated Post-Collection Service Provider removed the PPP from the Depot

Post-Collector Responsibilities

The Designated Post-Collection Service Provider must have the necessary equipment to accurately weigh all PPP received regardless of material category and container type, including the ability to subtract the container weight (Tare deduction) from the Gross Weight to report Net Weight to MMBC.

All loads must be documented in a manner specified by MMBC, as amended by MMBC from time to time, including a certified scale ticket provided by the Designated Post-Collection Service Provider, with Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, Net Weight by material type (in accordance with the material type classifications set out in Exhibit A to Attachment 5), and such other information as MMBC may designate (collectively, "**Claim**

Information”). Standard Tare Weights for specific trucks may only be used on specific written permission of MMBC.

At least every two weeks, the Designated Post-Collection Service Provider will report the Claim Information through MMBC’s claims reporting portal, or through such other method as MMBC may designate.

A note on material en-route:

A Post-Collection transporter may deliver PPP to a consolidation or transfer point prior to delivering it to the processing site. In such cases Net Weights must be measured and recorded for reporting purposes at the consolidation or transfer point by the Designated Post-Collection Service Provider to MMBC.

Post-Collection Service Providers may repack PPP at consolidation or transfer point prior to transporting it to the processing site. If contamination is found and discarded during the repacking process then the Designated Post-Collection Service Provider must report the quantity of contamination (Net Weight) and the management method to MMBC in the final diversion report.

The Designated Post-Collection Service Provider must provide diversion reports to MMBC. All recycling and disposal activities must be detailed on the diversion reports, and Net Weights of material directed to recycling, recovery and disposal must be provided. The total Net Weight of PPP recycled, recovered and disposed recorded on diversion reports should match the total Net Weight of PPP received. These totals will be reviewed by MMBC on a regular basis as part of its chain of custody audits.

2. "Packaging and Printed Paper" or "PPP" means the materials set out in MMBC's Packaging and Printed Paper Description, a copy of which is set out in the table below:

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Category 1 - Printed Papers		
Newspapers	Daily and community newspapers	
Newspaper Inserts	Newsprint advertising inserts and flyers	
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines	
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues	
Telephone Directories	Phone books; newsprint directories	
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap	
Residential Printed Paper	White or coloured paper for general use, printers and copiers	
Miscellaneous Printed Papers	Blank and printed envelopes; greeting cards	
Category 2 - Old Corrugated Cardboard (OCC)		
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes	
Category 3 (a) – Other Paper Packaging (containing liquids when sold)		
Paper Cup (hot) (polycoated liner)	Non-foam paper cups	
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups	
Paper Cup (cold) (waxed)	Non-foam paper cups	
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups	
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons	
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size	
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup	
Category 3 (b) – Other Paper Packaging (not containing liquids when sold)		
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes	
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging	
Moulded Pulp	Egg cartons; formed coffee take put trays; paper based	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	flower pots	
Kraft Papers	Paper bags	
Polycoated Boxboard	Some frozen food packaging	
Category 4 - Polyethylene (PE) Film Packaging		
HDPE Films	Some retail bags; some frozen vegetable bags	
LDPE/LLDPE Films	Grocery bags; newspaper bags; dry cleaning bags; bread bags; frozen vegetable bags; soft drink case over-wrap; garden product bags; paper towel over-wrap; diaper and feminine hygiene product outer bags	Stretch film
Category 5 - Polystyrene (PS) Foam Packaging		
PS Clamshells (EPS)	Egg cartons	
PS Trays/Plates (EPS)	Deli and take-out food trays	
PS Meat Trays (EPS)	White and coloured meat trays	
PS Hot Drink Cups (EPS)	Foam drink cups	
PS Cushion Packaging (EPS)	White foam cushion packaging used for appliances, computers, TVs, printers	Foam packaging peanuts
Category 6 - Other Plastic Packaging		
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners	
PETE Jars	Peanut butter containers; wide-mouth jars for nuts	
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons	
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PETE Tubs & Lids	Plastic lids for some containers	
PETE Cold Drink Cups	Take-out drink cups	
HDPE Bottles (non-beverage)	Shampoo bottles, milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles	
HDPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers	
HDPE Pails	Laundry detergent, ice cream pails	Pails for lubricants
HDPE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
HDPE Tubs & Lids	Plastic lids for spreads and dairy containers	
HDPE Planter Pots	Plastic garden pots	
PVC Bottles	Water bottles; travel sized personal and hair care	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	product bottles; household and automotive liquids containers	
PVC Jars	Peanut butter containers	
PVC Trays	Housewares and hardware products	
PVC Tubs & Lids	Plastic lids for some containers	
LDPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers	
LDPE Jars	Cosmetics containers	
LDPE Tubs & Jars	Plastic lids for spreads and dairy containers	
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles	
PP Jars	Cosmetics containers	
PP Clamshells	Hinged containers e.g. sanitary wipes	
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers	
PP Cold Drink Cups	Some cold drink cups	
PP Planter Pots	Garden planter pots	
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers	
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers	
PS Trays (rigid)	Clear rigid trays used for deli foods	
PS Tubs & Lids (rigid)	Dairy product tubs and lids	
PS Tubs & Lids (high impact)	Single serve yogurt containers	
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups	
PS Planter Pots	Some garden pots and trays	
Other ¹ Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code # 7	
Other Plastic Jars	Jars without a resin code or with resin code # 7	
Other Plastic Clamshells	Clamshells without a resin code or with resin code # 7	
Other Plastic Trays	Trays without a resin code or with resin code # 7	
Other Plastic Tubs & Lids	Tubs & lids without a resin code or with resin code # 7	

¹ 'Other' plastic packaging is typically: manufactured from a combination of recycled resins; manufactured with a barrier layer; or, lacking a resin code mark.

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code # 7	
Other Plastic Planter Pots	Planter pots without a resin code or with resin code # 7	
Category 7 – Metal Packaging		
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures	
Steel Aerosol Cans	Food spray cans; solvent spray cans	
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts	
Aluminum Cans (non-beverage)	Cat food and other food cans	
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans	
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays	
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	
Category 8 – Glass Packaging		
Clear Glass Bottles and Jars (non-beverage)	Food containers; ketchup bottles; pickle jars; jam and jelly containers; cosmetic jars	
Coloured Glass Bottles and Jars (non-beverage)	Cooking oils; vinegar bottles; cosmetic containers	

SCHEDULE 4.4
SERVICE LEVEL METHODOLOGY

1. Contractor will measure and record all data reasonably required by MMBC to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of the main terms of the Agreement. Upon request, and upon such frequency as MMBC may indicate (which may not be more frequently than monthly), Contractor will deliver to MMBC a report, in a form and format approved by MMBC, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.
2. In the event of a Service Level Failure in respect of a Service Level expressly set out in a Statement of Work, Contractor will credit to MMBC the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate MMBC in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Credits are only partial compensation for the damage that may be suffered by MMBC as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement MMBC may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regardless of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by MMBC).

**SCHEDULE 12.1
INSURANCE REQUIREMENTS**

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the main body of the Agreement is as follows:
 - (a) Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence with a deductible not exceeding \$100,000 per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial comprehensive general liability insurance was purchased for same and as if MMBC were included in such policy as an additional insured);
 - (b) Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
 - (c) Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including in all cases British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel; and
 - (d) Such other insurance coverage as may be set out in a Statement of Work.
2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in MMBC's sole discretion).
3. **MMBC as Additional Insured.** Contractor will add MMBC as an additional insured on its Commercial General Liability policy with the following language: "Multi-Material BC Society and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."
4. **Evidence of Insurance.** Contractor will cause its insurers to issue to MMBC certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Where Contractor is a local government and opts to self-insure pursuant to Section 1(a), Contractor will provide a written attestation stating and evidencing such self-insurance (including evidence of authority and financial ability to self-insure), in a form acceptable to MMBC, on the Effective Date and once each calendar year thereafter.
5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without MMBC's prior written consent. Contractor will provide not less than 30 days' notice to MMBC prior to any material change to its insurance coverage or to its insurer.
6. **Coverage Details.** The insurance coverages under which MMBC is named as additional insured will be primary, and all coverage will be non-contributing with respect to any other insurance or

self insurance that may be maintained by MMBC. All coverage required by this Agreement will, where allowed by Applicable Law, include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding MMBC.

7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of the Agreement and Schedule 12.1, beyond the end of the Term for an additional 2 years thereafter.



October 25, 2013

Gary MacIsaac
Executive Director
Union of BC Municipalities
Suite 60-10551 Shellbridge Way
Richmond BC V6X 2W9

Dear Mr. MacIsaac:

Thank you for your phone call of October 10, 2013, regarding the new Union of BC Municipalities (UBCM) resolution and committee on packaging and printed paper (PPP) product stewardship. I appreciate the work that UBCM and its staff have done to assist local governments with the transition to industry responsibility for PPP product stewardship. I am writing to respond to UBCM's resolution (SR1), provide our support for the new committee and to let you know about some upcoming regional workshops for local governments.

As you know, under the Recycling Regulation (the Regulation) producers are responsible for collecting and recycling the products that they make and sell. On May 19, 2011, the PPP product category was added to the Regulation, providing producers with three years to consult with stakeholders, develop a plan and implement a stewardship program. Multi-Material BC (MMBC) has an approved product stewardship plan and is in the final stages of preparing to launch its program on May 19, 2014. MMBC represents a broad range of producers including businesses in the retail, grocery and food service sectors.

MMBC's product stewardship plan outlines how it will comply with the Regulation and meet the required performance standards. MMBC's plan commits to increasing the provincial recycling rate for PPP from approximately 52 percent to over 75 percent. To achieve this new recycling rate, MMBC has also committed to expand PPP collection services province wide through enhanced curbside blue box and depot options. MMBC has chosen to provide local governments with first right of refusal to receive financial incentives to deliver these enhanced collection services. Should local governments refuse the incentives, then MMBC will develop its own PPP collection system. MMBC's plan can be found on the Ministry of Environment (MoE) Product Stewardship website at <http://www.env.gov.bc.ca/epd/recycling/pack/index.htm>. More information on MMBC, including information for local governments who choose to receive the incentives and be service providers, can be found on the MMBC website at <http://multimaterialbc.ca/>.

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With respect to the request in the resolution that the provincial government and MMBC provide local governments an additional 90 days to consider MMBC's incentive offer, the incentive offer and deadline are not set by the Province and, therefore, local governments need to negotiate this extension directly with MMBC. That said, ministry officials have discussed this with MMBC and it's my understanding that, at the request of local governments for more flexibility, MMBC has provided local governments with four options to consider:

1. Local governments can choose to accept MMBC's offer.
2. Local governments can choose to decline the offer. MMBC will be responsible to meet the performance requirements set out in the PPP stewardship plan.
3. Local governments currently providing PPP curbside collection services may decline the offer and notify MMBC and MoE that they wish to continue to provide the PPP curbside collection service at their own cost.
4. Local governments that do not accept the incentives and do not execute an agreement with MMBC by November 30, 2013, should notify MMBC that they need more time to consider MMBC's offer. Local governments are also asked to notify MoE and confirm continuity of service to the public until such time as the local government and MMBC execute an agreement. Should the local government subsequently decline to execute an agreement and indicate that MMBC should provide the service, the local government will agree to provide continuity of service to the public until MMBC can provide the service.

With respect to the request in the resolution for the Province to review and revise MMBC's stewardship plan to address performance measures, I respectfully note the extent to which MoE has facilitated the incorporation of greater performance measures into the existing plan prior to approval. I note your concerns regarding service levels and resident awareness, and encourage you to review the performance measures committed to within MMBC's approved stewardship plan. It is MoE's expectation that service to British Columbia residents is maintained and, in some instances, improved given the expansion of materials to the blue box as well as additional service to geographical regions of BC. Appendix C of MMBC's plan itemizes commitments in accordance with provincial regulatory requirements. In addition, MoE is constantly monitoring plan performance and would appreciate any details including rationale, that local governments can provide on plan/program performance or areas needing improvement.

We all have a vested interest to ensure that all stewardship programs operate effectively and efficiently. As such, ensuring compliance with provincial regulatory requirements is one of MoE's principal objectives. MoE holds producers to the commitments outlined in their approved stewardship plans and works within its regulatory scope to ensure Extended Producer Responsibility programs in BC are meeting environmental and service level objectives.

In this light and to follow up on questions raised at the 2013 UBCM Convention, MoE staff will be holding regional workshops in early November 2013 with local government staff to continue

...3

our work to engage and assist local governments in the transition to producer responsibility for PPP collection and recycling. Ministry staff are working with UBCM and local government staff across the province in arranging seven regional workshops across BC. More information on these workshops can be found on the MoE Product Stewardship website at <http://www.env.gov.bc.ca/epd/recycling/pack/index.htm>. Questions regarding the workshops should be directed to Ms. Julia Bates, Senior Policy Advisor at the Ministry of Environment. Ms. Bates can be reached by email at Julia.Bates@gov.bc.ca.

In closing, I would like to take this opportunity to offer any support we can provide to the new UBCM PPP committee initiated by the resolution. Ministry staff can provide a background presentation on our policy to make producers responsible, the Regulation and our compliance and enforcement strategy. I understand from ministry staff that the committee may want the Honourable Mary Polak, Minister of Environment, and/or myself to attend one of the committee meetings. To arrange a meeting, please contact Ms. Bonnie Lee, Senior Executive Assistant in my office, by email at Bonnie.Lee@gov.bc.ca.

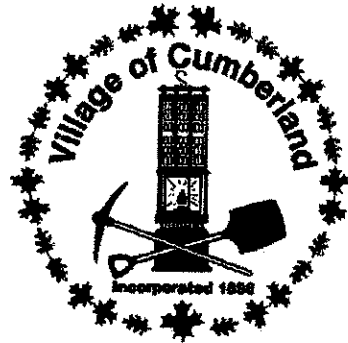
Sincerely,

A handwritten signature in black ink, appearing to read "W. Shoemaker", with a long horizontal flourish extending to the right.

W.H. (Wes) SHOEMAKER
Deputy Minister

cc: Regional District Chairs and Chief Administrative Officer's, Union of BC Municipalities
John Coyne, Chair, Multi-Material BC
Jared Wright, Director of Advocacy & Government Relations, Union of BC
Municipalities

COUNCIL REPORT



REPORT DATE: July 19, 2013

MEETING DATE: August 12, 2013

TO: Mayor and Council

FROM: Rob Crisfield, Manager of Operations

SUBJECT: Multi Materials BC – Residential Curbside Recycling Collection Incentives Report

RECOMMENDATION

THAT Council receives the Multi Materials BC – Residential Curbside Recycling Collection Incentives Report;

AND THAT Council direct staff as to how to proceed with the Multi Materials BC Residential Curbside Packaging and Printed Paper Collection Incentive offer.

SUMMARY

The Village of Cumberland currently provides a 'single stream' curbside recycling program to its residents through Suncoast Waste Management (SWM). As part of the switch to producer responsibility for Packaging and Printed Paper, Multi Materials BC has developed an incentive program for municipalities who have been providing curbside recycling and solid waste pickup to their residents since November of 2012. A specific incentive has been offered to the Village for single and multi family residential collection. This incentive translates to approximately \$19,000 above the approximate \$35,000 per year we pay for bi-weekly residential curbside recycling pickup. Staff is seeking direction from Council on how to proceed with this incentive offer from MMBC as we need to respond before the September 16th deadline.

BACKGROUND

Multi Materials BC (MMBC) was formed in May of 2011 as a 'not for profit' agency representing the companies and organizations that supply products in packaging and printer paper to residents in BC. Their mandate was to develop a stewardship plan for Packaging and Printed Paper (PPP) in the province of BC in order to meet Schedule 5 of the Provincial Recycling Regulations. They are currently in the process of implementing the Packaging and Printed Paper (PPP) Stewardship Plan. Part of this plan is to engage existing 'collectors' of packaging and printed paper products including contractors and local governments and offer an incentive to continue collection of these products or offer the option of opting out and handing over the responsibility of collection to MMBC. Municipalities have until September 16th to reply to MMBC with their intent. This will enable

MMBC to understand which municipalities or areas in the province they will need to issue Request for Proposals for collection, should collection no longer be offered.

On April 1st of 2008 the Village of Cumberland, through Suncoast Waste Management, implemented its curbside recycling program to its businesses and residents. Under the current solid waste collection contract with SWM the municipality spends just over \$35,000 a year for *residential* curbside recycling collection. The MMBC incentive being offered to the municipality based on a current residential, legal secondary suite, and multifamily count would be around \$54,000 per year or approximately 140% of our current *residential* collection costs leaving us with approximately \$19,000 in excess incentive funds. Of course these funds will be necessary to cover additional staff time and costs for the record keeping and reporting required by MMBC. By accepting the incentive offer the municipality would be required to enter into a master Services Agreement with MMBC. While the offer itself is attractive including additional incentives for administration and education, there are requirements with financial implications written into the agreement that the municipality must consider. Some of these requirements include:

- a. Record keeping and reporting – the statement of works agreement requires the municipality and the collection contractor to keep daily logs of customer complaints and service requests electronically, and further requires that the log will be available for inspection. The municipality will also need to upon request from MMBC, provide at a minimum four reports per year. Staff has spoken with the current collection contractor about record keeping and this is not an issue for them.
- b. Ensure the collection contractor and residents are not contaminating the material with more than 3% of non-PPP products. There are some serious fines should the municipality and contractor fail to comply including a \$5,000 service level failure credit per load. Again staff has discussed this requirement with the contractor and it appears we are compliant with the 3%.
- c. The occurrence of a labour dispute could also lead to hefty fines including \$5,000 per day plus the value of services not received by MMBC. Further clarification was sought on this issue and apparently this is only in the event the Local Government fails to notify MMBC of the disruption to service within a reasonable time frame. MMBC will be adding language to this affect and updating the statement of work agreement to reflect this.

While we anticipate additional staff time will be required for record keeping and reporting, MMBC recognizes this fact and as mentioned earlier offers to provide an additional incentive for this work. It should be noted that the offer from MMBC is a 'one time only' offer and should the municipality choose to opt out and not accept the offer, or if they were to hand over the curbside recycling program to MMBC, they do not have an opportunity in future years to take advantage of the incentive program.

Council also needs to provide direction on a length of term for a contract with MMBC should they wish to accept the MMBC Incentive Offer. MMBC has provided flexibility to municipalities whereby they can sign an agreement for a length of time that reflects the current time remaining in their contract with the collection contractor, or renegotiate a new term with the collection contractor up to a five year period. Staff recommends aligning with the current collection contract which expires at the end of 2014.

As briefly discussed above Council may not wish to participate in the program and carry on residential curbside collection without the incentive, meaning the Village would need to fund the \$35,000 per year costs on its own. Council may also wish to opt out all together and hand over the collection of residential PPP materials to MMBC. By doing so the Village would save the \$35,000 per year but in the long run this may affect the current collection contract pricing. By opting out the Village would also lose total control of the residential portion of the program and if in the future changes its mind, it would then have to compete with private sector collectors in a tender process and if successful, would not be guaranteed the same incentive levels currently being offered.

FINANCIAL IMPLICATIONS

Through participation in the MMBC PPP curbside collection incentive program, the municipality would benefit from incentive funding fully covering the current residential curbside collection costs leaving us with a surplus of funds of approximately \$19,000, to assist with education, and administration costs required for record keeping and reporting.

An improperly managed collection program and failure to monitor the collector contractor could result in fines should the Village and contractor fail to meet the requirements of the statement of work agreement.

The Village could also maintain the current program through its current source of funding and not accept the offer from MMBC.

The Village could also completely hand over the residential portion of the curbside recycling program to MMBC and reduce curbside recycling costs, ultimately affecting the current contract with our collection contractor, but save the village approximately \$35,000 per year. By doing this the village also loses total control of the program.

STRATEGIC OBJECTIVE

None

ATTACHMENTS

1. Letter from MMBC
2. A *draft* 'Statement of Works' agreement
3. Master Service Agreement

CONCURRENCE

Michelle Mason, Chief Financial Officer

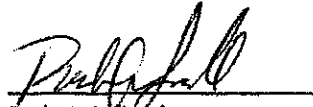


OPTIONS

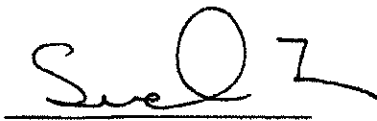
1. Direct staff to accept the incentive offer put forward by MMBC for residential curbside recycling and to communicate back to MMBC with our intentions prior to September 16th.

2. Direct staff to opt out of the MMBC incentive offer and continue to collect residential curbside recycling on our own.
3. Direct staff to pass on the responsibility of collecting residential curbside recycling to MMBC.

Respectfully submitted,

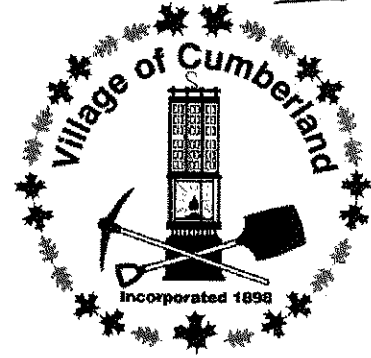


Rob Crisfield
Manager of Operations
Village of Cumberland



Sundance Topham
Chief Administrative Officer

COUNCIL REPORT



Item 6.4

REPORT DATE: November 5th, 2013
MEETING DATE: November 12th, 2013
TO: Mayor and Councilors
FROM: Margaret Robertson, Recreation Program Coordinator
Sandra Hryko Recreation Programmer
SUBJECT: October 2013 Recreation Department Report

RECOMMENDATION

That Council receive the October 2013 Recreation Department Report for information.

Administration

- Margaret Robertson attended a Municipal Alcohol Policy meeting at the Comox Recreation Centre on Oct 18th. This meeting was to look at the next steps to be taken by the Steering Committee now that the Special Occasion License Survey has been completed and the Lunch and Learn session is over. The deadline for the Municipal Alcohol Policy has been extended and an increase in grant money has been issued. The extension will keep the Municipal Alcohol Policy on the same time frame as the changes to the Provincial Liquor Act that is anticipated in 2014. A draft policy for Council review will be ready by the end of March 2014 and the final Policy will be done by the end of June 2014.
- Active Comox Valley has won 1 of 4 spots in the CBC Get Out and Play Contest as part of Participaction's upcoming Sports Day in Canada. This means Active Comox Valley will be featured on the CBC Broadcast as well as receive \$2,500 in grant money to make the event on November 27th a big success. Jennifer Cox the Active Comox Valley Coordinator spent a full day on October 28th with the crew from CBC taking them to view Kayaking and Paddle Boarding at Comox Marina, Yoga and Stair Climbing at Goose Spit, an Aqua Size Class at the Aquatic Centre and Mountain Biking in the Cumberland Community Forest. The segment will be aired on CBC on November 9th.

Facilities

- The Village Park washrooms are now closed at 4:00 pm
- The kitchen, washrooms and change room floors at the CRI will be stripped and waxed before the end of the year and as will the kitchen, washroom and hallway floors at the Cultural Centre.
- CRI staff is obtaining a quote to have the office window in the Recreation Centre replaced.
- Upgrades for the Climbing Wall have to be rescheduled due to a shortage of climbing staff in November. A new date will be set with input from the instructors.

Programs

- The Halloween Open skate Hosted by the Brick House Betties Jr. Roller Derby was a great success. The event was very well organized and attendance was good.
- The Cumberland Trick or Treat Parade was also a huge success. The street was crowded with Trick or Treater's and more than 300 people enjoyed hotdogs and juice at the CRI Hall at the end of the parade.
- Table Tennis is now being held at the Cultural Centre on Sunday's. The turnout has been steadily increasing each week with some very competitive games being played.

Upcoming Special Events

- November 30th Cumberland Chamber of Commerce Winter Faire.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

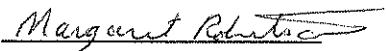
ATTACHMENTS

None

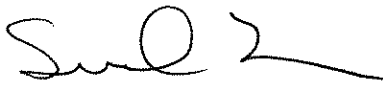
OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,

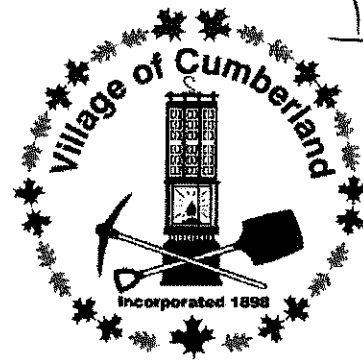


Margaret Robertson
Recreation Program Coordinator
Village of Cumberland



Sundance Topham
Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: November 5th, 2013
MEETING DATE: November 12th, 2013

TO: Mayor and Councillors
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: October 2013 Parks and Outdoor Recreation Report

RECOMMENDATION

THAT Council receive the October Parks and Outdoor Recreation Coordinator report for information.

BACKGROUND

This report provides a synopsis of the major ongoing projects and tasks relating to parks and outdoor recreation in Cumberland.

PROJECTS

1. Village Park Playground Replacement Project Update: construction of the new facility was ongoing throughout the month of October. As of November 1st, most of the playground equipment has been installed by crews with the custom manufactured zip-line being the final component that remains to be delivered to the site (estimated delivery date is still to be determined). Landscaping and site clean-up has also occurred, with 6000 ft² of new sod laid in late October, while the site is mostly prepared for the installation of the safety surfacing, to be completed after the installation of the zip-line. Much of October was spent managing and coordinating the project.
2. Village Park Skatepark project: Memorandum of Understanding agreement between the Village and the Cumberland Community Schools Society was prepared, in conjunction with the CCSS, and presented to Council in late October.
3. Invasive Plant Management- knotweed treatment program: treatment of knotweed on Lake Road was conducted through a contract with the Coastal Invasive Species Committee. A follow up report from the committee is expected in November.
4. Coal Creek Historic Park:
 - a. Met with the Coal Creek Historic Park Advisory Committee on October 22 at which time the committee reviewed, revised, and endorsed both draft layouts of the proposed replacement signs at Jumbo's Cabin.
 - b. Ongoing coordination and development of the sign content including historical research, drafting copy, sourcing photos and providing editing and review in conjunction with the sign designer.

5. Land access agreement initiative: continue to work with UROC and private landowners on formal land access agreement initiative.
6. Grant in Aid program: in conjunction with the Deputy Corporate Officer, administered the 2014 Parks and Recreation Facility Grant in Aid program. Further details can be found in the report also contained within this agenda.
7. Lake Park 2013 Contractor Annual Report: provided a template for the Lake Park contractor to provide the Village with an annual report. Report was received by staff on October 28th and further information can be found in the Lake Park report on this agenda.
8. Park Use Permits: continue to assist CRI staff on processing park use permits and park permit related issues, including follow-up from the September 29th Cyclocross Race in Village Park to ensure all damages to the playing fields were repaired.

FINANCIAL IMPLICATIONS

Financial resources required to support the above projects have been requested through the 2013 budget process unless otherwise stated.

STRATEGIC OBJECTIVE

Ongoing projects are in line with *Goal J: Develop ecotourism plan* of the 2013 Corporate Strategic Priorities.

ATTACHMENTS

None.

CONCURRENCE

None.

OPTIONS

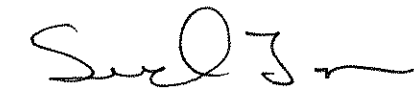
1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Kevin McPhedran

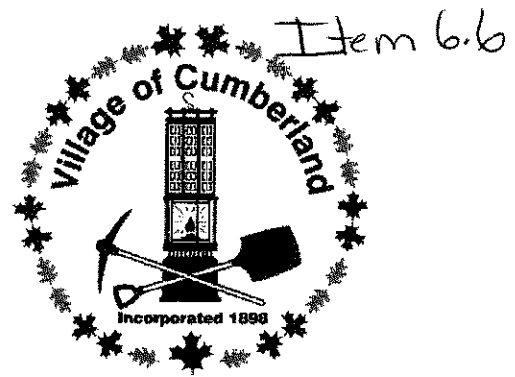
Parks and Outdoor Recreation Coordinator



Sundance Topham

Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: October 31, 2013
MEETING DATE: November 10, 2013

TO: Mayor and Councilors
FROM: Mike Williamson, Fire Chief / Manager of Protective Services
SUBJECT: Protective Services Report, October 2013

RECOMMENDATION

THAT Council receives the October 2013 Protective Services Report.

SUMMARY

In October there were 16 incidents and things have been busy for the month. The department has had some major calls and has been very active.

Response Type	October
Fire	5
Rescue	1
First Responder	3
Motor Vehicle Incident	3
Duty Officer	4
Total Monthly 2013:	16
Total 2013:	173

BACKGROUND

There was a major structure fire on Royston Road as a 21' x 21' shop full of tools caught on fire and was destroyed with a loss of about \$40,000. The fire was on a Tuesday fire practice night and therefore our response was very quick but the structure was fully involved upon arrival. All exposures were saved including an adjoining shed.

For the month of October the call responses have been down but we had two serious call outs all on the same weekend. A young fellow was killed in an ATV accident, not in our fire protection area, but close by on the Trent main at 7 km.

We also had a serious fire on Bevan Road involving the Hancock property slash burn piles that where lit on October 7, 2013 and flared up three weeks later because of the wind and dry weather. The fire escaped from the pile area and into the slash. You would think after 20 days these fire would be out but the dry weather and 50 to 60 km winds flared a few of them up. There were 36 piles lit and about seven or eight flared back up. We responded to them and extinguished several of the ones spreading but one was long gone and we never had good road access to it and it got away in the dry fuel and traveled over about 30 acres of slash.

Hancock was on the scene that evening and provided two small crews and lots of machinery to cut a fire break around the fire, however the wind was so powerful on the Sunday evening all we could do was pull back and start planning an attack in the morning with machinery and crews. Ministry of Forests came with a small crew of four. Hancock hired two small crews of about nine men. The Village we had a crew of 10 members. The wind was from the northwest pushing the fire toward Highway 19 and Maple Lake and at no time at all did I feel the Village or residents where in any danger.

Crews worked through the night monitoring the fire and making plans for the morning meeting and attack. It was quite a windy and forceful night up until 2 a.m. then the winds started to die down and things went in our favour from that point on. We had good success containing it on the Monday. The machines were a great help and the crews worked hard around the fire to keep within the fire break. The wind died down which enabled us to work the fire line. Crews worked a 12 hour shift on the fire break and our crew was no longer needed after that. Hancock crews took over on spot fires for the next two days. All our members worked hard and without any injuries or near misses return safely back to the fire hall.

Other slash piles flared up in several places on the island from the Nanaimo to Sayward. We are all aware that these piles and slash areas are a danger to our community and that is the reason to remove them. We removed 50% of them and there are more to remove. These piles and areas in a midsummer fire could cause major concern and problems for our community. The piles are an extra threat as they burn and carry embers hundreds of feet. The ground fuel moves fast also but we have more chance of controlling ground fire.

Membership

Regular Members:	25
Junior Members:	3
Probationary Members:	8
Pending Applications:	1

Training

The majority of the department is moving forward on their certification and evaluation and we have the newer members working on the study guide and learning basic training. I hope to get the crews outside a little more to break from the book work and more practical hands on work and evaluations.

About 50 percent of 20 firefighters have finished the exam portion of Firefighter 11 and finished writing the firefighter 11 exams. They just need to complete the practical portion which we will be working on in the New Year. I am happy to report two juniors are now 18 years of age and have completed the probation period and will become regular firefighters and are working on their firefighter 11 certification: Jordan Allen and Jordan Hendry. Also three other probationary members have reached regular firefighter requirements: Kent Fourneau, Cole Palmer, and Mike Saosato. We have also taken on another junior so we still have three junior firefighters and three recruits and one new application and five new regular firefighters. Including the chief, we have 37 members at this time. We are progressing well with the training and recruiting.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

CONCURRENCE

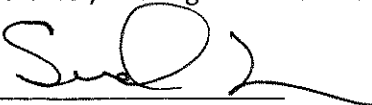
None

OPTIONS

THAT Council receive the October 2013 Protective Services.

Respectfully submitted,

Mike Williamson
Fire Chief/ Manager of Protective Services



Sundance Topham
Chief Administrative Officer



The Corporation of the Village of Cumberland

Bylaw Enforcement Report

Date: October, 2013
To: Mike Williamson, Manager of Protective Services
From: Darby Arseneault, Bylaw Enforcement Officer
Re: October 2013 Bylaw Enforcement Report

Nature of Complaint	
Animal Control	1
Bears	6
Encroachment	
Noise/Nuisance	2
Traffic/Parking	7
Unsightly	
Zoning	1
Total Received October 2013	17
Total complaints carried over from September 2013	13
Total complaints completed and filed October 2013	22
Total Remaining at Month End	8

Animal Control:

Two unlicensed dogs were found at large, impounded and transferred to the SPCA.

One person reported being bit by a dog. This incident was investigated and the issue was resolved following voluntary compliance by the dog owners.

Presentations on dog safety and bite prevention were made to approximately 150 students at Cumberland Elementary. This presentation included a 10 minute video aimed towards primary students and gave them information on what to do when faced with an aggressive dog, fearful dogs, stray or off leash dogs, dogs in cars or alone in backyards and other situations that may result in a dog to bite. The presentation further covered what the role of an Animal Control Officer is, how to keep dogs safe (leashes, licences etc.), how dogs communicate, what our actions are telling a dog, and how our actions affect a dog's behavior. The students were given a booklet of activity sheets and an information pamphlet with game board.

Bears:

A sow and 2 cubs were removed by Conservation Officers, tagged and relocated outside of Cumberland. However, complaints of a second sow and one cub started only days after the removal. Further reports of a single bear in the Maryport Avenue and 7th Street area have been taken and complainants were directed to Conservations 24 hour reporting line. Complaints regarding bears getting into unsecured garbage have continued throughout the month of October and a trap was set by Conservation Officers as a result of repeated complaints of an aggressive bear on Kendal Avenue.

Encroachment:

No further complaints were made regarding encroachment and all previous files were closed after voluntary compliance from the home owners.

Noise/Nuisance:

Several complaints were made from 5 separate complainants regarding a home based business in Cumberland. Complaints ranged from noise, parking, litter, and operating contrary to business licence. Bylaw Enforcement investigated the matter and noted several contraventions to Village Bylaws. The business owner was contacted and these issues were addressed immediately. No further complaints were made and after confirmation by the complainants that this issue has been resolved, this case was completed and filed.

Traffic/Parking:

One complaint was received regarding large vehicles parking too close to the intersection of Bruce Street and Cumberland Road. A "No Parking" sign was installed at this location to ensure an unobstructed sightline for motorists.

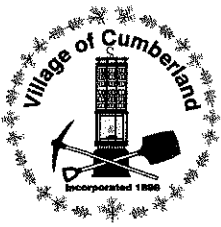
All other complaints regarding traffic and parking were made in conjunction with the previous section on Noise/Nuisance and have since been resolved.

Illegal Dumping:

A complaint was received regarding illegal dumping. Public works assisted by removing the items discarded and this issue was reported to the RCMP. A "No Dumping" sign has been erected by the Public Works Department at this site. Patrols will be made by both RCMP and Bylaw Enforcement as illegal dumping in this area is frequent.

Halloween:

Bylaw Enforcement assisted RCMP on Halloween night. Nearly one dozen fireworks permits were issued to residents in Cumberland. There were no calls to the RCMP for fireworks, noise, or any other nuisance related issues.



Corporation of the Village of Cumberland

Memorandum

Item 6.7

DATE: November 6, 2013
TO: Rob Crisfield, Manager of Operations
FROM: Judith Walker, Senior Planner
SUBJECT: Planning Report for October 2013

OCP/ZONING AMENDMENTS

1. **2013-01-OCP Review:** Second Draft of the OCP document made available on Friday November 8, 2013 on Village website, and as a hard copy upon request. All stakeholders notified. VoC staff and Stantec meeting with KFN on Wednesday November 13th. LCAG meeting on Wednesday November 13th at 5:30pm. Presentation of Draft OCP to Committee of the Whole on November 27th at 5:30pm.

DEVELOPMENT PERMITS

1. 2012-01-DP Library, 2748 Dunsmuir Avenue: Conditions met, DP issued. Occupation granted for ground floor (library) and recently for the apartments. The building (library and 3 residential units) has been subdivided pursuant to *Strata Property Act*.
2. 2013-01-DP Edwards, 4640 Cumberland Road: Application to develop building and washroom in an Industrial Park. Council granted, staff awaiting conditions to be met in order to issue. Without issuance, the Permit expires December 2013, applicant has been advised.
3. 2013-02-DP Carlisle Lane – Application received October 10, 2013. Awaiting additional information.
4. 2013-03-DP First Insurance - Application received August 27, 2013 to add awning and fascia signage. Council tabled application on October 15th. Applicant has withdrawn their application. File Closed.

DEVELOPMENT VARIANCE PERMITS

1. 2013-01-DV 3249 First Street: Variance to permit lot line change. Expected to be presented to Council on November 25th.
2. 2013-02-DV Trilogy Lot 9a: Variance to permit initial subdivision without servicing. To be presented to Council when additional details are available.

SUBDIVISION

1. **3349 Third Street:** Application for one lot subdivision made on 5Nov12. Preliminary Layout Review (PLR) Expires January 8, 2014.
2. **Initial Trilogy Subdivisions:** Lots 3a, 3b, 3c, 4, 6, 7, 8a, 8b, 9a, 9b, 10a, 10b, 11: Received 6Feb13: Preliminary Layout Review sent June 28, 2013
3. **3249 First Street:** Village initiated application to complete a lot line change for private property within the Village Works Yard. Surveyor completed drawings late July. Documents ready, awaiting DVP

SUBDIVISION (cont'd)

4. **Bevan Road:** Application received July 9, 2013 Two lot subdivision (20&30 acres). Waiting for layout revision to meet frontage requirements.
 5. **Carlisle Lane:** Application received July 25, 2013. First phase of 8 lots. PLR letter sent August 15, 2013, expires August 15, 2014. Requires DP to proceed.
 6. **2821&2825 Penrith Avenue:** Lot line change application received August 15, 2013. PLR being prepared.
-
7. **2803 Keswick Avenue:** Application received October 30th. Staff review in process.
-

BUSINESS LICENSING

New for October	Non-Resident Business	Axis Heating Temprite Climate Solutions Valleywide Excavating Agius Builders Ltd Emerald Island Plumbing & Heating
	Home Occupation	2764 Maryport Avenue – Plumbing Plus 3307 Eighth Street- Chuck Ruest Massage
	Resident Business	2699 Dunsmuir Avenue – Sillycakes Bakery 2714 Dunsmuir Avenue - Cumberland Café

BUILDING PERMITS

Provided advice/information on-Building/Plumbing Permits, prepared and kept forms and statistics, processed Building/Plumbing Permit applications and prepared them for review by Building Inspector. Approved permits as follows:

Month of October	New Residential	Residential Reno & Additions	Residential Accessory (new or reno)	Industrial, Commercial, or Institutional	Demolition
	1	4	1	0	0

OTHER

1. Provided verbal and written responses to enquiries regarding OCP and Zoning bylaw interpretation and potential land use and development proposals. Met with public to confirm conformity of land use and siting with Village bylaws.
 2. Provided verbal and written advice/information on recycling, organics pilot, as required.
-

BYLAWS IN PROCESS

- | | | |
|--|---|---|
| <ol style="list-style-type: none">1. Water Service Connection, Use, Extension, & Fees No. 952, 20132. Storm Sewer Connection, Use, Extension, & Fees No. 953, 20133. Sanitary Sewer Connection, Use, Extension, & Fees No. 954, 2013 | } | In final draft, staff review in process, Council consideration Winter 2013 |
| <ol style="list-style-type: none">4. Zoning Bylaw Amendment No. 970, 2013 (Amends Bylaw 717, 1997) | | Changes to B&B, Home Occupation, MH, Secondary Suites, and to simplify an existing Zone. Will follow OCP. |
-

- | | | |
|----|--|---|
| 5. | Manufactured Home Park Bylaw No. 971, 2013 (Repeals Bylaw 498, 1981) | Rewrite of Bylaw which regulates the establishment, extension, design & servicing of MHP. Will following OCP. |
| 6. | Tree Management Bylaw No. 947, 2011 | Council direction to staff to amend the bylaw. Significant tree inventory in process. |
| 7. | Advisory Planning Commission Bylaw No.____, 2012 NEW | Staff preparing a draft bylaw for Council's consideration. Will follow OCP |
| 8. | Pesticide Use Control Bylaw No. ____, 2012
<i>Repeals Bylaw 838</i> | Amendment to clarify what pesticides are included, and its use for invasive plants on public lands. In progress |
| 9. | Business License Bylaw No. 990, 2013 | Amendment to require license fee at time of application. In progress. |
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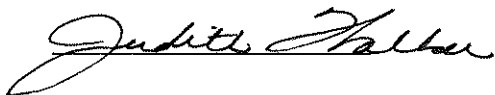
PROJECTS

1. Drafts of bylaws are being prepared for Council's consideration in the future: refer to "Bylaws in Progress".
 2. Cumberland Enhancement Study: New bus shelter is stored, awaiting "Transit Future Plan" in 2013. Memorial bench installed at library. Entrance sign report to Council and new direction provided to staff.
 3. Greenhouse Gas (GHG) Reduction: Targets, policies & action for inclusion into OCP.
 4. Organics Compost Pilot Project: Pilot started in June 19th, 2013. Brochures, posters and website provide information on organics content and collection system.
 5. Community Gardens Report: Council directed staff to develop a Village policy, along with an accompanying fee schedule, including a lease, for any gardens created by the public on Village-owned lands, based on the Community Gardens Report.
-

PARKS PLANNING

1. Refer to report by Parks Technician/ Outdoor Recreation Co-ordinator.
-

Respectfully submitted,



Judith Walker
Senior Planner

	New Residential		Residential Reno & Additions		Foundation / Relocated Homes		Residential Accessory (new or reno)		Industrial, Commercial, or Institutional		Demolition		Totals	
Year	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction
2013	6	\$1,221,000	18	\$288,200	Discontinued category included as new residential or renovations		4	\$109,000	2	\$310,000	4	\$20,000	39	\$1,948,200
2012	10	\$2,104,000	18	\$286,850			3	\$122,000	6	\$873,000	0	\$0	37	\$3,385,580
2011	20	\$3,905,000	17	\$480,000			1	\$10,000	7	\$1,623,000	0	\$0	45	\$6,018,000
2010	29	\$5,260,000	27	\$754,340			3	\$63,000	6	\$3,408,300	0	\$0	65	\$9,485,640
2009	15	\$3,164,400	20	\$394,700			3	\$24,600	3	\$73,000	2	\$10,000	43	\$3,666,700
2008	69	\$11,932,080	18	\$365,220	22	\$1,154,000	7	\$105,640	2	\$101,000	0	\$0	118	\$13,657,940
2007	67	\$9,640,000	14	\$219,000	1	\$1,000	4	\$43,000	9	\$4,723,000	0	\$0	95	\$14,626,000
2006	60	\$7,177,625	18	\$315,500	2	\$38,000	5	\$24,920	5	\$1,045,000	0	\$0	90	\$8,601,045
2005	34	\$4,320,630	17	\$193,300	5	\$36,500	2	\$9,000	8	\$1,363,000	0	\$0	66	\$5,922,430
2004	13	\$1,508,675	6	\$87,000	1	\$4,500	5	\$28,000	2	\$2,103,675	0	\$0	27	\$3,731,850
2003	2	\$200,000	2	\$59,000	4	\$35,000	6	\$30,883	2	\$120,000	0	\$0	16	\$444,883
2002	5	\$470,000	18	\$362,500	2	\$30,000	3	\$9,600	5	\$59,000	0	\$0	33	\$931,100
2001	2	\$190,000	7	\$114,430	0	\$0	1	\$5,000	5	\$371,000	0	\$0	15	\$680,430
2000	No data		15	\$171,250	1	\$75,000	3	\$20,000	6	\$69,045	0	\$0	25	\$335,295
Totals	331	\$51,093,410	215	\$4,091,020	38	\$1,374,000	50	\$604,643	68	\$16,242,020	6	\$30,000	708	\$73,435,093

Updated October 31, 2013



Corporation of the Village of Cumberland

Memorandum

DATE: 07/11/2013
TO: Rob Crisfield, Manager of Operations
FROM: Kevin Fitzgerald, Public Works Foreman
SUBJECT: Public Works– Monthly Report for the period Ending 31/10/2013

Water:

Dams are full and all valves have been adjusted for winter.

Dam grubbing has started.

Still dealing with some technical problems at the well control building.

A water line to the museum was repaired.

A main water line at 2729 Maryport Ave. was repaired

The hypo chlorination station at Union and Cumberland Road is near completion. We are currently waiting for B.C. Hydro to supply power to the power pole that has been installed.

E.B.A. Engineering and staff had a site meeting at Stevens Dam in preparation for the upcoming dam project in 2014

A new water line was installed to the Concession Building at Village Park, The existing line was in conflict with the new playground equipment.

Staff met with Timberwest at 2nd Dam. They have agreed to do some water control on the road close to the creek that enters 2nd. Dam. The runoff problems are related to some previous logging done in this area.

Sewer & Storm:

A sewer line to the museum was repaired.

All contaminated soil next to the B.M.X. track has been removed.

General Maintenance.

Roads

Planning for the Cumberland Road, Bevan Road upgrades has started. To date this has included locating all underground services in preparation for core testing

The 3rd, Street project is near completion Weather permitting the crosswalk and stop lines should be complete this week.

Buildings:

The concrete slab outside the mechanic shop is now complete.

The Cultural Center roof repairs are finished.

General repairs on all buildings.

Parks

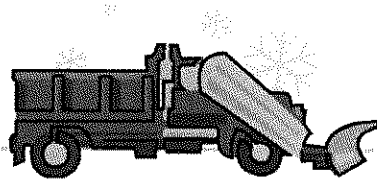
We are waiting for the zipline at the new playground to be installed so we can complete our part of the project.

All parks have been winterized.

The Village Park was damaged as a result of a bike race. The damage has been repaired by the event organizers.

Miscellaneous

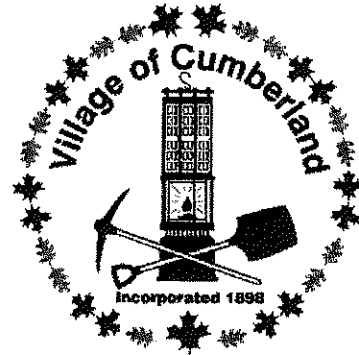
All equipment is being prepared for winter. The snow appears to be getting closer each week.



Respectfully submitted,

Kevin Fitzgerald
Public Works

COUNCIL REPORT



REPORT DATE: November 6, 2013
MEETING DATE: November 12, 2013

TO: Mayor and Councillors
FROM: Michelle Mason, Financial Officer
SUBJECT: October 2013 Administration Department Report

RECOMMENDATION

THAT Council receive the October 2013 Administration Department report for information.

SUMMARY

The following provides Council with a summary of the activities that took place during October in the administration department.

BACKGROUND

In October, staff continued to provide financial and administrative support to all departments. Management continued to prepare for collective agreement bargaining. Support for the South Regional Sewer project consultation has been taking place and is anticipated to continue into the future.

The Permissive Tax Exemption 2013 bylaw was adopted October 28, 2013 and the bylaw along with other necessary paper work was sent off to BC Assessment Authority. Staff did a final review of the business licences and will send out renewals in November. There has been some investigative work started on purchasing carbon offsets and this will continue over the next few months. Our liability insurance premiums are expected to increase in 2014 by 16% which is approximately a \$4,000 increase and this due to a combination of change in rates, population and claims experience. Amendment bylaws for the financial plan along with water and sewer 2014 flat rates were prepared and will appear later in the agenda for Council's consideration.

Management reports are prepared monthly which provide financial information for budget managers about their departments costs against budget. Staff prepared the third quarter financial reports and presented them to Council. All departments are on track and progress has been made on approved projects.

The direct dial phone line service (PRI) to coincide with the installation of the new phone system is set to be ready on November 28, 2013 and then the phone system installation is expected to occur soon after.

A significant amount of work continues to take place for the water meter billing and consumption project. The second mock bills and updated brochures were sent out October 24, 2013. Staff has responded to the small number of questions from water users and to date 31 water consumption surveys have been completed with five of those coming in after the second mock bill. A Water Meter Open House is planned for November 18, 2013 from 5 to 7pm.

Corporate Administration was kept busy in October continuing with projects and tasks and correspondence as directed by Council. Staff assisted with the development of the insert for the second mock bill and ensured information on water conservation was available. Public works was added to the new working alone check in system. Staff provided support to other departments with bylaws, communications, and projects. The Village Park washrooms will now be closed at 4 pm through the winter. The municipal website continues to receive daily updates with focus on the proposed inter-municipal business licence program, the mock water bills, fireworks permits, yard waste fire permits, grant-in-aid program and recreation programs.

FINANCIAL IMPLICATIONS

None.

STRATEGIC OBJECTIVE

None.

ATTACHMENTS

None.

CONCURRENCE

None.

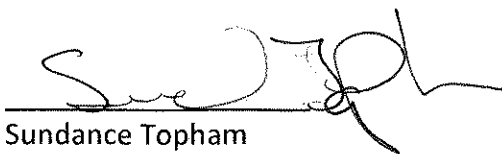
OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,

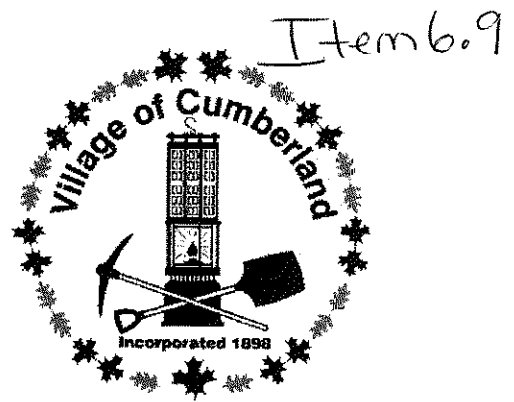


Michelle Mason
Financial Officer



Sundance Topham
Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: November 6, 2013
MEETING DATE: November 12, 2013

TO: Mayor and Councillors
FROM: Sundance Topham, Chief Administrative Officer
SUBJECT: October 2013 Chief Administrative Officer Report

RECOMMENDATION

THAT Council receive the October 2013 Chief Administrative Officer Report for information.

SUMMARY

October was a busy month, with a large amount of time spent working with staff and consultants on the Official Community Plan Review and Revision and preparing for upcoming collective bargaining.

BACKGROUND

The following is a synopsis of the items that I spent time working on in October:

Development

Trilogy:

Discussions with Trilogy representatives and Village staff and consultants in regards to their Initial Subdivision applications. The Village has sent Preliminary Layout Review (PLR) letters to Trilogy and is currently reviewing Trilogy's response.

Development Cost Charge (DCC) Bylaw:

Worked with Village staff and engineering consultants on the development of a new DCC bylaw for Council review.

Regional Initiatives

Proposed South Regional Sewer System:

Attended a South Regional Sewer System Select Committee meeting with Comox Valley Regional District representatives for an in-depth preliminary examination of the costs for the proposed South Regional Sewer project.

Miscellaneous

- Attended a World Food Week presentation at the Comox Valley Regional District.
- Met with School District 71 representatives to discuss the Cumberland Community Campus concept.
- Worked with Village staff on the implementation of the Village Park Master Plan, including the installation of the new playground and dog park layout.
- Worked with the Manager of Protective Services to help move forward the site selection process for a new Village Fire hall.
- Met with representatives of the Comox Lake Land Corporation to discuss their land holdings.
- Met with representatives from the Comox Valley Economic Development Society to discuss Cumberland initiatives in their upcoming strategic plan.
- Attended a steering committee meeting at the Comox Valley Regional District to discuss CVRD recreation grants.
- Attended a meeting with Ministry of Transportation and Infrastructure officials in Nanaimo to discuss their involvements in the repair of Comox Lake Road.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

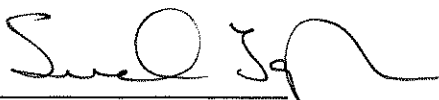
CONCURRENCE

None

OPTIONS

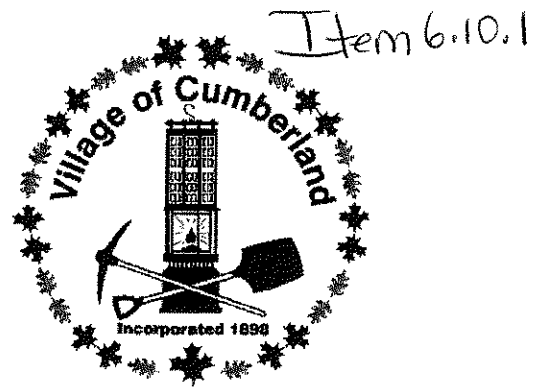
1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Sundance Topham
Chief Administrative Officer
Village of Cumberland

COUNCIL MEMBER REPORT

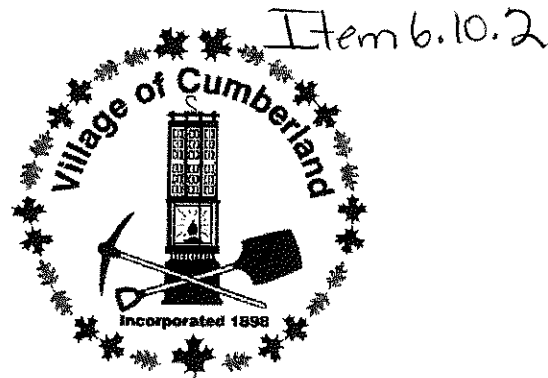


DATE: Nov. 12, 2013
TO: Mayor and Councillors
FROM: Mayor Leslie Baird
SUBJECT: Councillor Report – October 2013

- 1st Comox Valley Economic Development meeting, guest speaker John Evans from Trilogy whom they presented with plaques in thanking him for the land for the Visitor Center (I have my notes from his speech).
- Cumberland Community Schools AGM (Chairs report in reader file).
- 4th Courtenay Little Theatre season opening gala "A Nice Family Gathering".
- 7th Meeting with Debbie Bowman to discuss art work within the Village.
- 10th Community Justice Center celebrated the expansion of their offices. Toured the Cumberland Museum-changes to displays and improvements to the facility.
- City of Courtenay annual volunteer Appreciation dinner.
- 12th "Art from the Heart"- Pearl Ellis Gallery Comox opening day.
- 16th Building Housing Solutions Together: Comox Valley Affordable Housing and Homelessness Community Forum, Lunch presentation from Capital Region report: CSPC Tools for the Future.
- 17th Comox Valley W omens Business Network Trade Show and Mixer.
- Glacier View Lodge Autumn Gala in support of a new Adult Day Program.
- 18th Comox Valley Food Round table guest speaker Peter Ladner.
- 19th Comox Valley Community Foundation gala dinner and dance.
- 20th Rainbow Youth Theatre presentation of 25 years of performances.

- 22 Meeting with Ian Whitehead and John Watson CVED's to discuss their mandate and plan over the next 5 years, their desire to be partners and the Villages priorities.
- 23rd Army volunteer appreciation dinner-presentation on Store #1, #2 and #3 emergency shelter, Community partners, Special Events and Video, Community Church Community and Family Services and Tuesday Lunch
- North Island Hospitals Project community information meeting at K'omoks First Nation Hall.
- 26th Opening of the Cumberland Library Branch, over 600 people came out to see the new building.
- 29th and 30th State Of The Island Economic Summit:
- Trade Show display booths at the Nanaimo Conference Center
- Lunch guest speaker Gary Mason, National Affairs Columnist, The Globe and Mail- his perspective on the last provincial election and the future of the politics in BC.
- Workshop - Your Money or Your Life -How will we protect our lifestyle while growing our communities and our economy.
- The Future is Green workshop-Island based Green Technology.
- VI Film Industry-Where it is headed-What are the realistic growth expectations?
- Growth Industries-Revisiting Food Security and the Growth industries on Vancouver Island-Agriculture and Aquaculture.
- The last guest speaker was Premier Christy Clark.
- 31st Halloween patrol

COUNCIL MEMBER REPORT



DATE: November 5, 2013

TO: Mayor and Councillors

FROM: Councillor Conner Copeman

SUBJECT: Councillor Report – October 2013

This is a recollection and rundown of events for the month of October:

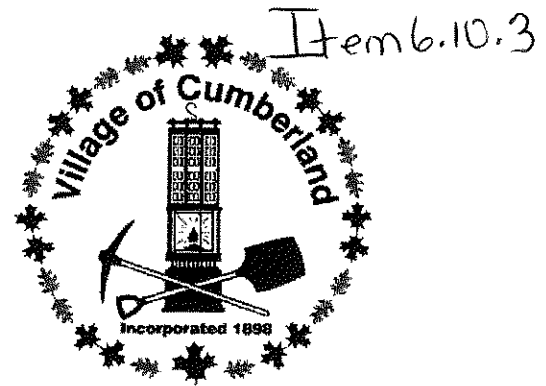
October 5 Foggy Mountain Fair

October 5 Rotary dinner

October 10 Volunteer appreciation dinner

Council meetings

COUNCIL MEMBER REPORT



DATE: November 4, 2013

TO: Mayor and Councillors

FROM: Councillor Kate Greening

SUBJECT: Councillor Report – October 2013

I attended all regular Council meetings.

I also attended the open house for the new digs of Community Justice. It was nice to see people come out and see the new board room and other offices. The board room is available for rent by others.

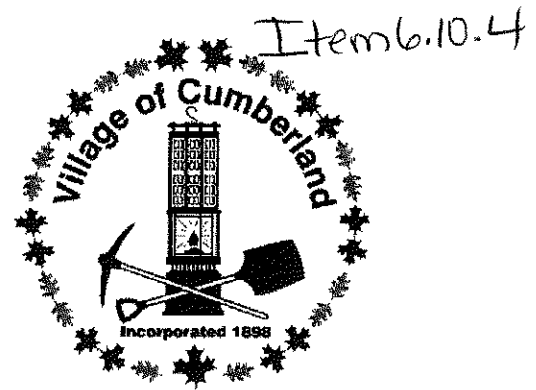
I also attended the opening of the Library. So far, this was the best day of my life as a councillor --- it has been a lot of work getting this completed. When I was first appointed to this position, the library was once again slated for refurbishment....but instead my voice was heard at the Board level and voila a new library!

I also spent time talking to people about the work at third, the Cemetery Bylaw, unlicensed dirt bikes/atvs, the skateboard park and mostly about the library.

Respectfully submitted,

Kate Greening
Councillor

COUNCIL MEMBER REPORT



DATE: November 3, 2013

TO: Mayor and Councillors

FROM: Councillor Roger Kishi

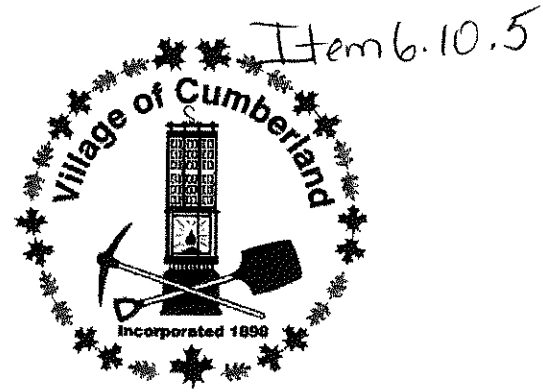
SUBJECT: Councillor Report – October 2013

As well as regular Council business/ meetings, I attended the following:

Date	Event	Comments
Oct. 1	Cumberland Community School Society AGM	
Oct. 2	South Sewer Select Committee	Update, feedback on governance model/ structure
Oct. 3	Health Care Funding Forum	
Oct. 5	Cumberland Fall Fair	
Oct. 7	St. Joseph's Hospital Finance Committee	
Oct. 10	Community Resource Fair	
	St. Joseph's Hospital Board	
Oct. 16	CV Housing Task Force Forum	
Oct. 18	World Food Week Presentation	
Oct. 23	North Island Hospital Project Public Info Meeting	
Oct. 28	St. Joseph's Hospital Accreditation	

While away at work meetings in Victoria, meet representatives of the Rina M. Bidin Foundation. They fund child & youth projects. Spoke with them about Cumberland's growing young demographics and plans. (Village Park, skatepark...) Contact info passed on to Outdoor Recreation Coordinator, for him to speak with CCSS/ Skatepark Subcommittee.

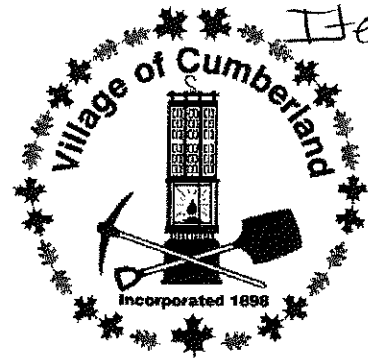
COUNCIL MEMBER REPORT



DATE: Nov. 12, 2013
TO: Mayor and Councillors
FROM: Councillor Gwyn Sproule
SUBJECT: Councillor Report – October 2013

- 4th CVRD Strategic Planning with Gord Mc Kintosh
- 5th Museum's Foggy Mountain Fair – volunteered to lead tour of Union
- 8th CVRD COTW - RGS Strategy Fees and Charges By-law
Curling Rink moved to Recreation Complex service
Business case to analyse delivery model
- 10th Museum tour with the Mayor to look at improvements
- 16th Housing Task Force Forum in Courtenay
- 18th Presentation on Food Security with Peter Ladner at CVRD Board room
- 24th Cumberland Museum AGM
- 26th Opening of new library
- 29th CVRD Board Meeting - mainly Electoral Area business
- Mayor Baird's letter re. CVAC supported

COUNCIL REPORT



REPORT DATE: November 5, 2013
MEETING DATE: November 12, 2013

TO: Mayor and Councillors
FROM: Michelle Mason, Financial Officer
SUBJECT: Water Rates Amendment Bylaw No. 992, 2013 and
Sanitary Sewer Rates Amendment Bylaw No. 993, 2013

RECOMMENDATION

THAT Council receive the Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013 report for information;

AND THAT Council direct staff to proceed with the set up of financial institution on-line payments for utility and property tax bills;

AND THAT Council give first reading of Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013.

SUMMARY

The *Water Rates Amendment Bylaw No. 992, 2013* and *Sanitary Sewer Rates Amendment Bylaw No. 993, 2013* are attached for Council's consideration. Both bylaws have amendments to the sections for rates, billing frequency and penalties. The sewer flat rates will be in effect for the entire 2014 year unless Council directs staff otherwise and the water flat rates will be repealed when the consumption based rates bylaw comes to Council for consideration. Staff does not recommend a change in solid waste flat rates at this time.

BACKGROUND

The Village needs to update its water and sewer rates bylaws for 2014. Due to the introduction of consumption based water billing in 2014, this process is different than usual. The Village will not implement consumption based water billing until the second quarter of 2014 and therefore, the water and sanitary sewer bylaws need to be amended for the 2014 flat rates by December 31, 2013. Once Council reviews the water consumption rates again in January of 2014, staff will prepare a water consumption rates bylaw which will repeal the water flat rates bylaw and the consumption based bylaw will need to be adopted by March 31, 2014 for second quarter billing. The 2014 sewer flat rates amendment bylaw will remain in effect for all of 2014 unless Council directs staff to change this. Due to the solid waste rate stabilization reserve, staff does not recommend a solid waste rate change in 2014.

Water and sewer rates provide revenue to cover all expenditures needed to operate the service which includes the annual allocation of resources that should be equal to amortization at a minimum for infrastructure replacement. Dam stability and ultraviolet UV sterilization projects

will require borrowing and the associated debt costs are estimated to impact the water fund in 2016. In 2012 Council chose to fully fund the water and sewer every year and to also smooth the increase required for the debt needed to fund the water supply projects over the years 2013 to 2016. Staff recommends using this approach for 2014 rates. Staff has attached the analysis of the option that Council chose at that meeting. In the attached 2014 water and sewer rates amendment bylaws, staff changed the rates schedule, and based on Council's motion to move to quarterly billing the bylaws also amend the billing frequency and the penalty subsections.

Penalties

Staff retained the current penalty of 10% but is recommending to change the penalty date to read "to all charges set out in Schedule "A" which are not paid prior to 30 days from each billing date". This is the language used for other quarterly billing bylaws that staff researched. Council can direct staff to lessen the 10% penalty amount and/or change the number of days allowed for payment prior to imposing a penalty; staff would bring these changes back to Council at second reading of the bylaw. It's important to note that as per the Community Charter, regardless of the penalty structure imposed, all unpaid Utility account balances as of December 31st transfer to property tax accounts.

Payment

Staff would like to set up financial institution on-line payments for utility and property tax bills. There would be set-up costs for the banking and the financial systems of approximately \$4,400, but because the bulk of these costs would be for the financial system, they would come from current budgets. There will also be monthly fees associated with this service. However staff time will be saved due to automatic downloads for the payments and without it, the increased billing frequency from once per year to four time per year would be very difficult for many rate payers. Many municipalities allow on-line payments for utilities and property tax payments, which is an added convenience for ratepayers.

Future sewage and water treatment plant costs were not analyzed for the 2014 rates because there are still too many unknown variables at this point. Council needs to be aware that an increase in utility fees will be necessary in the future for operating costs even if additional funds are secured for the capital costs of treatment plants.

FINANCIAL IMPLICATIONS

Based on the option chosen by Council for the 2013 flat fees, the 2014 residential utility rate increases required is \$15 for water and \$4 for sewer respectively and the 2014 commercial water and sewer flat rates increase by 1%.

Council should be aware that when the Village billed annually, most of the revenues required for the year were received in March; however, with a quarterly billing cycle, up to 25% of the revenue will now be received in this period and the rest of the 75% will not be received until July 2014, Oct 2014 and January 2015.

STRATEGIC OBJECTIVE

Utility rates provide a source of funding for the water and sewer strategic objectives.

ATTACHMENTS

1. 2013 – 2017 Utilities Financial Forecast Fully Funded Utilities (2013 chosen option)
2. Water Rates Amendment Bylaw No. 992, 2013
3. Sanitary Sewer Rates Amendment Bylaw No. 993, 2013

CONCURRENCE

None.

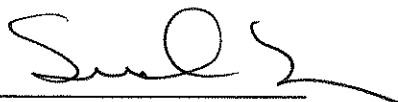
OPTIONS

1. Council receive the Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013 report for information.
2. Council direct staff to proceed with the set up of financial institution on-line payments for utility and property tax bills.
3. Council give first reading of Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013.
4. Council give first reading of Water Rates Amendment Bylaw No. 992, 2013 and Sanitary Sewer Rates Amendment Bylaw No. 993, 2013 and then provide staff with amendments to the bylaw and direct staff to bring back the amended bylaw for second and third reading.
5. Any other action deemed appropriate by Council.

Respectfully submitted,



Michelle Mason
Financial Officer



Sundance Topham
Chief Administrative Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 992

A bylaw to amend the Water Rates Bylaw.

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as 'Water Rates Amendment Bylaw No. 992, 2013.'
2. The "Corporation of the Village of Cumberland Water Rates Bylaw No. 861, 2007" is amended by
 - (a) by repealing subsection 3(2) and substituting the following
 - 2) Effective January 1, 2014, charges imposed by this bylaw will be billed quarterly and are due and payable on receipt to the Corporation of the Village of Cumberland. Failure to receive an invoice will not be accepted as a reason for non-payment of the required charge.
 - (b) by repealing subsection 4(1) and substituting the following:
 - 1) Effective January 1, 2014, a 10% penalty shall be added to all charges set out in Schedule "A" which are not paid prior to 30 days from each billing date.
 - (b) deleting Schedule "A" to the Bylaw in its entirety and replacing it with Schedule "A" to this Bylaw.

READ A FIRST TIME THIS	DAY OF	2013.
READ A SECOND TIME THIS	DAY OF	2013.
READ A THIRD TIME THIS	DAY OF	2013.
ADOPTED THIS	DAY OF	2013.

Mayor

Corporate Officer

Schedule "A"

Water Rate Charges

Rates are effective January 1, 2014.

	Use of Land or Real Property	Water Rate Charge
1	For each residential unit:	\$50.50 per quarter
2	For a motel, hotel, or non-profit seniors' housing (per room/unit):	\$30.25 per quarter
3	For a lodging house or hostel (per bed):	\$12.75 per quarter
4	For a school (per classroom):	\$33.25 per quarter
5	For a church or a recreation hall:	\$39.00 per quarter
6	For a medical clinic:	\$112.50 per quarter
7	For a restaurant, pub, or bar:	\$112.50 per quarter
8	For a coffee shop or take out:	\$75.50 per quarter
9	For a business, store, or office (per suite):	\$39.00 per quarter
10	For a beauty parlour, medical office, or veterinarian (per suite):	\$75.50 per quarter
11	For a laundromat:	\$183.50 per quarter
12	For a service station:	\$93.50 per quarter
13	For a car wash:	\$183.50 per quarter
14	For regional hospital laundry:	\$5,179.50 per quarter
15	For any use not identified in this table (per washroom):	\$39.00 per quarter
16	For bulk water:	As determined pursuant to an agreement for the purchase and sale of bulk water

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 993

A bylaw to amend the Sewer Rates Bylaw.

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as ‘Sanitary Sewer Rates Amendment Bylaw No. 993, 2013.’
2. The “Corporation of the Village of Cumberland Sanitary Sewer Rates Bylaw No. 862, 2007” is amended by
 - (a) by repealing subsection 3(1) and substituting the following
 - 2) Effective January 1, 2014, charges imposed by this bylaw will be billed quarterly and are due and payable on receipt to the Corporation of the Village of Cumberland. Failure to receive an invoice will not be accepted as a reason for non-payment of the required charge.
 - (b) by repealing subsection 4(1) and substituting the following:
 - 1) Effective January 1, 2014, a 10% penalty shall be added to all charges set out in Schedule “A” which are not paid prior to 30 days from each billing date.
 - (b) deleting Schedule “A” to the Bylaw in its entirety and replacing it with Schedule “A” to this Bylaw.

READ A FIRST TIME THIS	DAY OF	2013.
READ A SECOND TIME THIS	DAY OF	2013.
READ A THIRD TIME THIS	DAY OF	2013.
ADOPTED THIS	DAY OF	2013.

Mayor

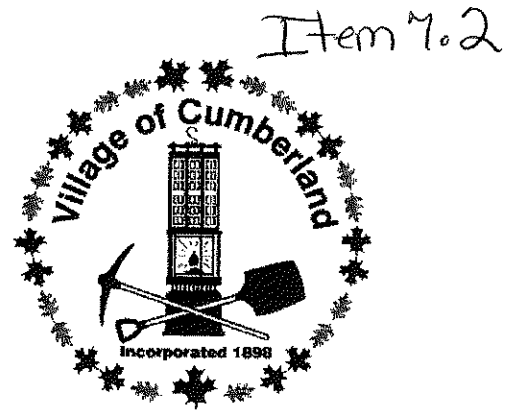
Corporate Officer

Schedule "A"

Sanitary Sewer Rates
Rates are effective January 1, 2014.

	Use of Land or Real Property	Sanitary Sewer Rate Charge
1	For each residential unit:	\$71.25 per quarter
2	For a motel, hotel, or non-profit seniors' housing (per room/unit):	\$40.75 per quarter
3	For a lodging house or hostel (per bed):	\$18.00 per quarter
4	For a school (per classroom):	\$50.50 per quarter
5	For a church or a recreation hall:	\$58.75 per quarter
6	For a medical clinic:	\$167.00 per quarter
7	For a restaurant, pub, or bar:	\$167.00 per quarter
8	For a coffee shop or take out:	\$58.75 per quarter
9	For a business, store, or office (per suite):	\$58.75 per quarter
10	For a beauty parlour, medical office, or veterinarian (per suite):	\$69.75 per quarter
11	For a laundromat:	\$229.50 per quarter
12	For a service station:	\$69.75 per quarter
13	For a car wash:	\$229.50 per quarter
14	For regional hospital laundry:	\$7,012.50 per quarter
15	For any use not identified in this table (per washroom):	\$58.75 per quarter

COUNCIL REPORT



REPORT DATE: November 5, 2013
MEETING DATE: November 12, 2013

TO: Mayor and Councillors
FROM: Michelle Mason, Financial Officer
SUBJECT: 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013

RECOMMENDATION

THAT Council receive the 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013 report for information;

AND THAT Council give first reading to the 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013.

SUMMARY

Staff has prepared the *2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013* based on Council motions made throughout 2013, unanticipated funding adjustments and project carry forward requests. Attachments one and two reconcile the *Financial Plan Bylaw No. 984* approved May 13, 2013 to the *Financial Plan Amendment Bylaw No. 994* for both 2013 and 2014. Another Financial Plan Amendment bylaw will be brought forward to Council after the year-end once all of the balances are known.

BACKGROUND

Council adopted *The Corporation of the Village of Cumberland 2013-2017 Financial Plan Bylaw No. 984, 2013* on May 13, 2013. Since then changes have been approved through Council motions and there are other proposed amendments. The following is a list of these amendments that staff has included for consideration in the bylaw.

Council passed the following motions throughout the year to amend the financial plan:

Motion #13-256

THAT Council approve the expenditure of up to \$6,000, to be funded through Council's Tax Surplus Reserve, for the development of a Village of Cumberland Parks Sign Standards manual and THAT Council direct staff to bring forward an amendment to the adopted 2013-2017 Financial Plan Bylaw to reflect this expenditure.

Motion #13-406

THAT the Council direct staff to bring forward an amendment to the 2013-2017 Financial Plan Bylaw to provide for no more than \$5,000 from water general revenue for a water use reduction program in spring of 2014.

Motion #13-408

THAT Council direct staff to bring forward an amendment to the adopted 2013-2017 Financial Plan Bylaw to include additional revenue to be allocated to enable infrastructure improvements in Village Park in 2013 as follows:

- a. Revenue of \$82,500 from Carlisle Lane Amenity funding;
- b. Revenue of \$4,969 in unspent funds from the Village Park wind damage insurance claim;
- c. Allocation of \$1,670 in Development Cost Charges, and
- d. Revenue of \$60,000 donation from Cumberland Rotary

Motion #13-411

THAT Council approve the expenditure of up to \$150,000 for the geotechnical survey for the landfill corridor to be funded from Comox Valley Waste Management Centre corridor upgrade funds and that staff bring forward an amendment to the adopted 2013-2017 Financial Plan Bylaw for the \$150,000 approved expenditure.

Staff also estimated the cash flows necessary for the entire landfill corridor upgrades project and has included \$200,000 in 2014 for the construction design for the corridor upgrade. The remainder of the construction budgets for 2015 and 2016 will come forward in the financial planning process.

Motion #13-438

THAT Council direct staff to proceed with the Third Street project optional work of road reconstruction and paving of Third Street from Penrith Avenue to the lane north and to use \$30,450 from tax surplus from BC Assessment reporting error and \$14,550 from the 2012 annual general surplus to fund this work.

At the time of this motion, staff erroneously recommended the use of the entire balance of the \$30,450 from the tax surplus from BC Assessment reporting error; however, Council's motion #13-256 already directs staff to use \$6,000 from these funds. Therefore, staff is recommending that \$24,450 be funded from tax surplus from BC Assessment reporting error and \$20,550 be funded from the 2012 annual general surplus to fund this work. This is possible because the balance left in this fund after this extra amount is taken out would be \$9,200. Staff has prepared the amendment bylaw with this change and asks Council to consider first reading of this bylaw with this change.

The above motion does not include any budget amendment needed to cover any potential budget overages on the Third Street project as this will come to Council after year-end when the final costs are known.

Motion #13-485

THAT Council approve the additional expenditure of up to \$15,000 from Community Works Funds for the completion of the Official Community Plan Review and Revision and THAT Council direct staff to bring forward the appropriate amendments to the 2013-2017 Financial Plan Bylaw.

Motion #13-520

THAT Council direct staff to carry forward the Second Street/Allen Avenue water main upgrade project and the lane north of Maryport Avenue sewer project into the 2014 budget.

Finally, since the 2013-2017 Financial Plan was adopted there have been unanticipated funding adjustments and there are some approved projects that will need to be carried forward to 2014 for completion. The following is a summary of the amendments that staff has made to the 2013-2017 Financial Plan and asks Council to consider first reading of this bylaw with these changes.

A grant was approved from the BC Healthy Communities Capacity Building fund in the amount of \$1,400 for hosting a Community Trails Forum. Staff expects to carry out this activity in 2014 before March 31st and has added this change to the 2014 year in the Financial Plan amendment.

A donation was received by the Cumberland Centennial Rotary club in the amount of \$500 for the Fire Department to purchase smoke detectors to give out to residents in need of them. Staff has added this expenditure and funding to the 2013 year of Financial Plan amendment.

Even though the Federal Enabling Accessibility grant for the Council Chambers upgrades was not approved in 2013, more funds have become available. Final word regarding the second round of approvals will come in 2014. Therefore, in anticipation, staff has removed this project expenditure and funding of \$25,000 from the 2013 year and has added the new project scope of \$20,705 to the 2014 year of the Financial Plan amendment.

During the budget process, Council allocated \$4,000 from the tax surplus from BC Assessment reporting error to purchase a fireplace for the new library and subsequently the fire place was purchased without municipal funds, so a budget amendment to remove this expenditure and funding from the 2013 year of the financial plan is necessary.

The project to install water meters on the Village's own facilities was budgeted to be funded by Community Works Funds; however, the in-house labour portion of this project wasn't approved by the Community Works committee. There have been considerable savings in general engineering budgets in 2013, so staff is requesting to reallocate \$8,300 from the water general engineering budget to the water capital equipment budget to cover this deficit. This request has been included in the Financial Plan amendment bylaw for Council's consideration.

The following 2013 approved projects will not be able to be completed in 2013 and therefore, staff has added them to the Financial Plan amendment bylaw as carry forwards to the 2014 year.

- Heritage Structure Conservation Plan budget of \$7,000; and
- Cumberland Community Forest Maintenance Plan projects unspent budget of \$2,860 to use in 2014 as part of the continuation of the annual maintenance plan.

FINANCIAL IMPLICATIONS

Attachment one and two reconcile *the Financial Plan Bylaw No. 984* approved May 13, 2013 to the *Financial Plan Amendment Bylaw No. 994* for both 2013 and 2014.

STRATEGIC OBJECTIVE

None.

ATTACHMENTS

1. 2013 - 2017 Financial Plan Amendment Bylaw No 994, 2013 Reconciliation - 2013.
2. 2013 - 2017 Financial Plan Amendment Bylaw No 994, 2013 Reconciliation - 2014.
3. 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013.

CONCURRENCE

None.

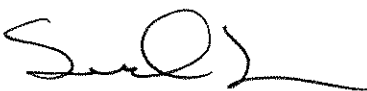
OPTIONS

1. Council can give first reading to the 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013.
2. Council can give first reading to the 2013 - 2017 Financial Plan Amendment Bylaw No. 994, 2013 and then provide staff with amendments to the bylaw and direct staff to bring back the amended bylaw for second and third reading.
3. Any other action deemed appropriate by Council.

Respectfully submitted,



Michelle Mason
Financial Officer



Sundance Topham
Chief Administrative Officer

The Corporation of the Village of Cumberland
2013 - 2017 Utilities Financial Forecast
Fully Funded Utilities (Option Three)

WATER					
	2013	2014	BUDGET 2015	2016	2017
Other Operating Revenue	\$ (238,810)	\$ (238,810)	\$ (238,810)	\$ (238,810)	\$ (238,810)
Operating Costs	408,520	416,690	425,024	433,525	442,195
Capital Funded By Operating	80,000	60,000	60,000	60,000	60,000
Reserve Funds for future capital replacements	16,000	36,000	36,000	36,000	36,000
Reserve Fund for future debt costs	3,000	33,000	50,000	-	-
Dam Reconstruction Design Funded By Operating	40,000	-	-	-	-
UV Sterilization Design Funded By Operating	-	15,000	-	-	-
Debt Service Costs	14,060	22,980	37,283	107,060	107,060
	322,770	344,860	369,497	397,775	406,445
Revenue Required	322,770	344,860	369,497	397,775	406,445
Current Res Utility Fee Revenue	(247,985)	(268,232)	(289,777)	(313,863)	(341,584)
Current Comm Utility Fee Revenue plus \$16 increase (2013)	(54,538)	(55,083)	(55,634)	(56,191)	(56,752)
	(302,523)	(323,315)	(345,411)	(370,054)	(398,337)
Net (Surplus) / Deficit	\$ 20,247	\$ 21,545	\$ 24,086	\$ 27,721	\$ 8,109
<i>Residential Increase Required to Cover Deficit</i>	7%	8%	8%	9%	2%
<i>Current Residential Rate 2012</i>	\$ 174				
<i>Impact to Residential Rate</i>	13	\$ 15	\$ 17	\$ 19	\$ 6
<i>Proposed Residential Rate 2013</i>	\$ 187				
SEWER & STORM					
	2013	2014	BUDGET 2015	2016	2017
Other Operating Revenue	\$ (105,540)	\$ (105,540)	\$ (105,540)	\$ (105,540)	\$ (105,540)
Operating Costs	349,610	356,602	363,734	371,009	378,429
Capital Funded By Operating (DCC projects)	1,000	1,000	1,000	1,000	1,000
Reserve Funds for future capital replacements	51,000	51,000	51,000	51,000	51,000
Debt Service Costs	172,190	172,190	172,190	172,190	172,190
	468,260	475,252	482,384	489,659	497,079
Revenue Required	468,260	475,252	482,384	489,659	497,079
Current Res Utility Fee Revenue	(360,967)	(396,791)	(403,069)	(409,479)	(416,024)
Current Comm Utility Fee Revenue + \$22 increase (2013)	(71,469)	(72,184)	(72,906)	(73,635)	(74,371)
	(432,436)	(468,975)	(475,974)	(483,113)	(490,395)
Net (Surplus) / Deficit	\$ 35,824	\$ 6,278	\$ 6,410	\$ 6,546	\$ 6,684
<i>Residential Increase Required to Cover Deficit</i>	10%	2%	2%	2%	2%
<i>Current Residential Rate 2012</i>	\$ 259				
<i>Impact to Residential Rate</i>	22	\$ 4	\$ 5	\$ 5	\$ 5
<i>Proposed Residential Rate 2013</i>	\$ 281				
TOTALS					
Total Net (Surplus) / Deficit	\$ 56,071	\$ 27,822	\$ 30,496	\$ 34,267	\$ 14,792
<i>Total Impact to Residential Rate</i>	~~142~~ 35	\$ 19	\$ 21	\$ 24	\$ 10

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 994

A bylaw to amend the 2013-2017 Financial Plan Bylaw.

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as '2013-2017 Financial Plan Amendment Bylaw No. 994, 2013.'
2. "The Corporation of the Village of Cumberland 2013-2017 Financial Plan Bylaw No. 984, 2013" is amended by deleting Schedule A to the Bylaw in its entirety and replacing it with Schedule A to this Bylaw.

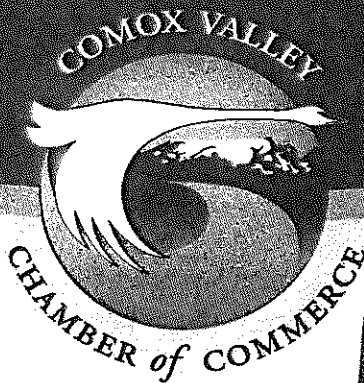
READ A FIRST TIME THIS	DAY OF	2013.
READ A SECOND TIME THIS	DAY OF	2013.
READ A THIRD TIME THIS	DAY OF	2013.
ADOPTED THIS	DAY OF	2013.

Mayor

Corporate Officer

Schedule A
**2013-2017 Financial Plan
Amended**

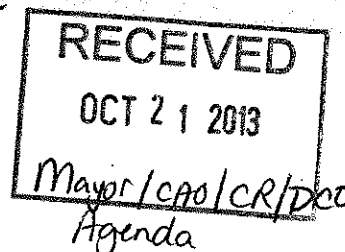
	<u>2013</u> <u>Budget</u>	<u>2014</u> <u>Budget</u>	<u>2015</u> <u>Budget</u>	<u>2016</u> <u>Budget</u>	<u>2017</u> <u>Budget</u>
REVENUES					
Property taxes & payments in lieu	\$ (2,086,055)	\$ (2,128,850)	\$ (2,171,350)	\$ (2,214,860)	\$ (2,290,040)
Parcel taxes	(177,450)	(177,450)	(177,450)	(177,450)	(177,450)
Sale of services & fees	(1,371,900)	(1,400,320)	(1,422,780)	(1,453,180)	(1,467,980)
Transfers from other government	(997,955)	(515,525)	(491,880)	(492,890)	(493,950)
Other revenue	(759,579)	(500,670)	(300,670)	(290,670)	(290,670)
	<u>(5,392,939)</u>	<u>(4,722,815)</u>	<u>(4,564,130)</u>	<u>(4,629,050)</u>	<u>(4,720,090)</u>
EXPENSES					
Other municipal purposes	4,154,450	3,642,785	3,700,320	3,772,480	3,855,020
Debt interest	126,800	141,940	151,120	198,320	207,240
Amortization	821,820	821,820	821,820	821,820	821,820
	<u>5,103,070</u>	<u>4,606,545</u>	<u>4,673,260</u>	<u>4,792,620</u>	<u>4,884,080</u>
NET (REVENUES) EXPENSES	<u>(289,869)</u>	<u>(116,270)</u>	<u>109,130</u>	<u>163,570</u>	<u>163,990</u>
ADJUSTMENTS					
Acquisition of capital assets	2,770,679	2,011,960	1,642,790	726,130	499,360
Add back amortization	(821,820)	(821,820)	(821,820)	(821,820)	(821,820)
Proceeds from borrowing	(809,980)	(1,373,660)	(1,102,050)	(273,490)	(184,160)
Principal payments on debt	231,810	242,830	237,680	314,560	333,690
TOTAL ADJUSTMENTS	<u>1,370,689</u>	<u>59,310</u>	<u>(43,400)</u>	<u>(54,620)</u>	<u>(172,930)</u>
CHANGE IN CONSOLIDATED FUNDS	<u>\$ 1,080,820</u>	<u>\$ (56,960)</u>	<u>\$ 65,730</u>	<u>\$ 108,950</u>	<u>\$ (8,940)</u>
TRANSFER FROM RESERVES					
Reserves	(787,590)	(68,060)	(37,610)	(178,700)	(15,030)
Development cost charges	(649,530)	(5,440)	(101,160)	(44,830)	(57,210)
TRANSFER TO RESERVES					
Reserves	356,300	130,460	73,040	114,580	81,180
TRANSFER TO/(FROM) RESERVES	<u>(1,080,820)</u>	<u>56,960</u>	<u>(65,730)</u>	<u>(108,950)</u>	<u>8,940</u>
TRANSFER TO/(FROM) ACCUMULATED SURPLUS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



Item 8.1

October 8, 2013

Local Government Election Reform
Ministry of Community, Sport and Cultural Development
P.O. Box 9847 Stn Prov Govt
Victoria, BC
V8W 9T2



File No. 4200-01

Dear Minister Oakes:

The Comox Valley Chamber of Commerce would like to recognize and commend your efforts in tackling local government election reform in British Columbia. We appreciate your hard work on this issue. This is a critical file for B.C. and one where you have the opportunity to make meaningful, positive change.

That is why I want to share with you the thoughts of the Comox Valley Chamber and our 600+ members regarding our key area of concern: B.C.'s lack of a business vote.

As our Chamber members are all too aware, local governments are being given significantly more authority today, under the Community Charter in B.C., than they had in the past but with no commensurate level of accountability. When this is combined with the fact that B.C. business owners and operators do not have any voting rights in municipal elections, we have seen significant inequities develop between business and residential property tax rates.

In 2012, B.C.'s small business owners paid an average of 2.70 times as much as residential taxpayers on property of equal value, according to a recent study. In worst-offending municipalities, the situation is dire: In North Saanich, businesses face a tax multiplier of 5.60; in Coquitlam, of 4.66; in Revelstoke, of 4.59; and in Burnaby, of 4.52.

This tax disparity has occurred because, since the business vote was ended in 1993, business owners have become silent taxpayers. Without a vote, they are the easiest group on which to increase taxes. Many business owners live outside their jurisdiction and cannot be part of the election process or vote in a referendum which may impact their business directly. This means that, while they are the most highly taxed taxpayers in a jurisdiction, they have no voice.

This is taxation without representation.

The principle of "no taxation without representation" is pivotal to elections equity. This is the principle that B.C. used, superseding the principle of "one person, one vote," to enable non-resident property owners to vote in a municipality where they own property. In the same way,

Serving the business community since 1919

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www.comoxvalleychamber.com

through the lens of “no taxation of representation,” it is clear that taxpaying business owners should have a vote too – not only if they happen to be a resident in a community where they are doing business, but as a taxpaying business specifically.

Without a business vote, local governments are not accountable to their local businesses. This is already a significant problem for businesses. More generally, it allows municipalities to hide the true costs of their spending decisions from voting residential taxpayers by saddling businesses with even greater levels of property tax, irrespective of their ability to pay. Moreover, as municipalities face increased infrastructure costs, we fear this problem will only intensify.

Beyond the critical fairness issue, there are practical ramifications to a system that disenfranchises businesses. These businesses, much like B.C.’s provincial government, are looking to build a strong, prosperous B.C. and create jobs. However, without a voice in local government policy, businesses’ ability to drive those goals forward is severely undercut.

In closing, we would urge you to look closely at the issue of a business vote for B.C., which we believe is critical to local government accountability and to a system that reflects the pivotal democratic principle of “no taxation without representation.” We, and the network of Chambers throughout B.C., stand ready to provide any support we can to help you move this important issue forward.

We thank you again for your attention to the critical issue of local election reform.

Sincerely,



Dianne Hawkins
President & CEO

cc: John Duncan, MP
Don McRae, MLA
City of Courtenay Council
Town of Comox Council
Cumberland Village Council
Comox Valley Regional District Board of Directors
British Columbia Chamber of Commerce



TOWN OF COMOX

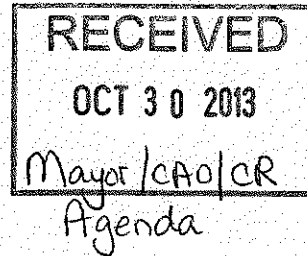
Item 8.2

OFFICE OF THE MAYOR

File No: 0360-40 / 13-284

October 24, 2013

Her Worship Mayor Leslie Baird
Village of Cumberland
PO Box 340, 2673 Dunsmuir Avenue
Cumberland BC V0R 1S0



File No. 0360-20

Dear Mayor Baird:

Thank you for your September 26, 2013 letter regarding a proposed alternate process for nominating entities, when vacancies on the Comox Valley Airport Commission board arise. Please be advised that Council received your letter for information at its Regular Meeting of October 16, 2013.

In addition, Council debated a proposed change in process suggested by the Comox Valley Airport Commission, and resolved to stay with the current timeline and process. A copy of my letter to Mr. Russell Irvine in response to this decision was sent to the Village of Cumberland, for your information.

If you require anything further, please do not hesitate to contact Town staff or me at 250 339-2202.

Yours truly,

Paul Ives
Mayor

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

From: Alejandra Hernandez

Sent: Monday, November 04, 2013 1:44 PM

Subject: FW: Statement from Mary Ellen Walling, Executive Director, BCSFA.

Coastal Mayors,

Thank you for all of your support over the past 11 years. It has been my pleasure working with you. This statement went this morning on our website.

All the best,

Mary Ellen

Mary Ellen Walling

Executive Director, BC Salmon Farmers Association

mwalling@telus.net

Office: 250-286-1636 x 223

Cel: 250-203-2974

1-800-661-7256

www.salmonfarmers.org

www.bcsalmonfacts.ca

Visit us on Facebook at www.facebook.com/BCSalmonFarmers, or Twitter
[@BCSalmonFarmers](https://twitter.com/BCSalmonFarmers)

Effective December 31, 2013, I will conclude my role as the Executive Director of the BC Salmon Farmers Association.

Since joining the association in 2002, we have all seen a lot of positive change for our membership. Here are a few highlights of that period:

- Increased transparency of information releases,
- Development of a viral management plan,
- Transition through a shift in the regulatory framework from one level of government to another,
- Additional consolidation in the industry,
- Increased focus on developing partnerships with First Nations,
- Our first major campaign involving television advertising along with other medium,
- Active participation with a strong voice in the Special Committee for Sustainable Aquaculture hearings and the Cohen Commission.

As Executive Director, one of the personal highlights that I am proud of is the development of certification programs and subsequent adoption of these.

This year the BCSFA Board has approved a five year strategic plan. It will position the industry well for the future and makes an excellent timing for the end of my term.

In my near future, there are new opportunities which will once again provide the kind of challenge that I enjoy.

I wish everyone the very best, it has been a pleasure to serve you as the Association's lead.

If you are interested in learning more about adoption, please contact the MCFD's Deputy Director of Adoptions for your community. A list of contacts for MCFD Service Delivery Areas can be found at the MCFD Web site: <http://www.mcf.gov.bc.ca/adoption/index.htm>.

On behalf of the MCFD, thank you for helping us raise awareness about adoption and the loving homes it creates for British Columbia's children and youth.

Sincerely,

ORIGINAL SIGNED BY

Stephanie Cadieux
Minister of Children and Family Development

From: Kathleen Gibson [gbhgroup@shaw.ca]
Sent: Monday, November 04, 2013 11:10 PM
To: info@fooddemocracy.org
Subject: Action alert re ALR: More responsibilities for local government with no consultation or support?
Attachments: BCFSN action alert on ALR and Core Review for local government.pdf
Importance: High

Greetings

Please forward the attached to your elected officials - councillors or directors.

Thank you

Kathleen Gibson
For the BC Food Systems Network



BC Food Systems Network

More responsibilities for local government with no consultation or support?

The Core Review promises changes to the Agricultural Land Reserve (ALR) and the Agricultural Land Commission (ALC)

The Fraser Institute says dismantle it. The Premier seems to think it isn't working for BC. The Minister of Agriculture has been directed to examine it closely and "propose any changes necessary," and the Minister Responsible for the Core Review has announced that changes to the ALR and ALC are a top priority for the current provincial government.ⁱ

Change is coming for the ALR and the ALC.

This represents a major shift in policy at the Ministry of Agriculture and in the provincial government more generally. The 2013-14 Ministry of Agriculture Service Plan identifies work under way at the ALC to make the Commission more effective and to better define ALR boundaries. According to a recent report from the ALC Chair, this work, which was endorsed by the Province and supported by a 3-year budget increase, is progressing well.ⁱⁱ

Nonetheless, in August, the Minister Responsible for Core Review, Honourable Bill Bennett, expressed generalized frustration with the ALR on behalf of landowners who want to develop lands for non-agricultural purposes. He also identified adjustments to the ALR as an early Core Review target. The Core Review's terms of reference, published on 24 September, indicated that public input could be provided to the Select Standing Committee on Finance and Government Services in its September-October hearings around BC. Unfortunately, the invitation was published after the hearings had started.

Providing for input to the Core Review without proper notice and prior to tabling any proposals from the process does not serve British Columbians well. The Committee accepted comments until 16 October. No further opportunities for local government or public input to the Core Review have been identified.

For further information: www.fooddemocracy.org

Brent Mansfield, Co-Chair, ph: 604.837.7667 / email: brentmansfield@gmail.com

Linda Geggie, Policy Working Group Chair, ph: 250.896.7004 / email: lgeggie@telus.net

Have you been consulted about the changes requested of the Minister of Agriculture and proposed by the Core Review?

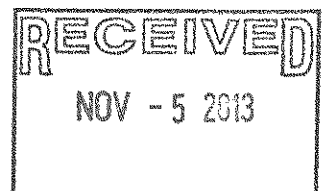
What happens to the ALR and the ALC directly affects you and your constituents. The ALR is a major provincial zone, tied to your government's interpretation of agricultural zoning and its related bylaws and land use plans. Any changes to the ALC's authorities and powers imply changes for local governments' authorities and powers, affecting your ability to plan for your region. Not just what the Province intends to do, but how it intends to do it – and who it expects to fund the changes – are central questions for your Council and Regional District.

The ALR is important for British Columbia.

The ALR is intended to preserve agricultural land, encourage farming and assist local governments and First Nations in planning for agriculture in their regions. The principle on which the ALR rests is that a productive, secure agricultural land base is vital to BC's ability to maintain agriculture as a viable industry and to secure our food supply. The ALR provides a means for protecting that capability and ensuring BC's agricultural businesses and farm families are supported over the long term.

If the ALR did not already exist, now would be the time to invent it. Economic, environmental and social instability and pressures on the province's farmland are many times greater now than they were when the ALR was created.ⁱⁱⁱ

Ronald Wright, author of *A Short History of Progress* (2004), summarized the key message of his book regarding the collapse of civilizations as: "Don't build on your agricultural land. Don't build on your agricultural land. Don't build on your agricultural land."



BC has 40 years of ALR study and experience to discuss.

There are strong arguments for the benefits of the ALR. Economic studies suggest that the ALR has been successful in containing urban sprawl and mitigating rising farmland values, helping to ensure that land remains available and affordable for BC's farm families and farming businesses. Research has also shown that agriculture contributes strongly to regional economies, and that converting agricultural lands to other uses often costs more in services than it produces in municipal tax revenues.^{iv}

According to SmartGrowth BC, "the ALR has been successful in mitigating [the] constant threat of incremental urban encroachment onto agricultural land by maintaining decision making at the provincial rather than the local level ... this is in direct contrast to virtually all other jurisdictions in North America where decisions on agricultural land use have been made at the local level and thus have been much more susceptible to development pressure."^v

After forty years' shared experience of farmland protection in BC, local governments deserve to be given the opportunity to discuss any proposed changes to the ALR with the Province and the ALC. There can be productive examination of long-standing issues, such as non-farm use and farm succession, without compromising the integrity of the provincial system and the ALC's current reform efforts.

Act TODAY to make your concerns known.

1. Contact your MLA, the Premier, and Ministers Bill Bennett and Pat Pimm to ask for an opportunity to discuss changes to the ALR and ALC beyond those already approved by government as outlined in the ALC Chair's report. Copy the rest of Cabinet and the UBCM on your letters or emails.
2. Discuss this matter with your Council or Regional District and pass a resolution expressing your views. As for item 1 above, copy the UBCM, the Premier and the Ministers on your resolution.

For further information: www.fooddemocracy.org

Brent Mansfield, Co-Chair, ph: 604.837.7667 / email: brentmansfield@gmail.com

Linda Geggie, Policy Working Group Chair, ph: 250.896.7004 / email: lgeggie@telus.net

What other local governments are saying:

City of Vancouver, 22 October resolution

THEREFORE BE IT RESOLVED THAT:

- Council reaffirms its support for the preservation of farmland in the Province's Agricultural Land Reserve
- Council work with Metro Vancouver and other municipalities to advocate for the Province of British Columbia to identify further opportunities to enhance the viability of farming in the Province.
- Council advocate that, if another review of the ALR and ALC is deemed important by the provincial government, a substantially longer period for input be afforded to the public.

The full text of the resolution is at <http://former.vancouver.ca/ctyclerk/ccclerk/20131022/documents/motionb1.pdf>

Sunshine Coast Regional District, 10 October minutes

INFORM THE BC GOVERNMENT THAT:

- The SCRD wishes to be a part of the targeted consultation during the Mandate Review process
- The protection of farmland is a fundamental element of a sustainable future in British Columbia and a reduction of the effectiveness of the ALR is not an effective means of saving money for the provincial government
- The foundation of any economy is the ability to produce food
- Speculation in agricultural land for future development is driving up the cost of agricultural land, threatening farming businesses in B.C. and B.C.'s food sovereignty. Preservation of farmland by removal of speculation and reinforcing the ALC and preservation of the ALR for food production is an important contribution to the B.C. economy

The full text of the resolution is at <http://www.scrd.ca/files/File/Administration/Minutes/2013/2013-OCT-10%20BRD%20Minutes.pdf>

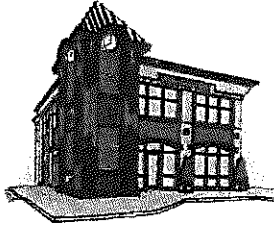
ⁱ Core Review terms of reference: http://www2.news.gov.bc.ca/news_releases_2013-2017/2013MEM0014-001465.htm

ⁱⁱ ALC Chair's report: <https://www.google.ca/#q=agricultural+land+commission>

ⁱⁱⁱ BCFSN submission to Finance and Government Services Committee: <http://fooddemocracy.org/what-we-do/protecting-the-agriculture-land-reserve/>

^{iv} Cost of community services studies, American Farmland Trust www.farmland.org

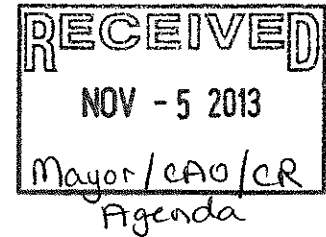
^v SmartGrowth BC, Position on the ALR: <http://www.smartgrowth.bc.ca/Portals/0/Downloads/SGBALRposition.PDF>



Item 8.6

District of Lantzville

Incorporated June 2003



November 5, 2013

Island Corridor Foundation
P.O. Box 375 Stn A
Nanaimo, BC V9R 5L3

File No. 0400-60

Attention: Graham Bruce, Chief Operating Officer

Dear Mr. Bruce

Re: Trail Establishment along E&N Rail Corridor

Please be advised that Council at its Regular Meeting held October 21, 2013 made the following resolution with regards to Island Corridor Foundation:

WHEREAS the Island Corridor Foundation is working to re-establish the passenger train service on the E&N railway; and

WHEREAS the E&N rail corridor has other important transportation and recreation values whether or not the passenger rail service is re-established at this time;

THEREFORE BE IT RESOLVED, that the District of Lantzville request that the Island Corridor Foundation work with all local governments and first nations along the route on the high priority of establishing bike and walking facilities along the entire length of the corridor without compromising future or existing rail services; and

BE IT RESOLVED, that the Island Corridor Foundation also seek senior government funding assistance for walking and biking facilities along the rail corridor; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to all local governments and first nations along the E&N railway corridor. **CARRIED**

Council urges the Foundation to continue with trail establishment along the corridor. Such facilities are important to the well-being of communities by providing family recreation and healthy activities.

Yours truly

Tamie Nohr
Deputy Director of Corporate Administration
District of Lantzville

File: 0360-20-ICF

Q: 2013\COUNCIL FOLLOWUP CORR\Oct 21_ICF_trail.docx

C: Mayor and Council

T. Graff, CAO

All Regional Districts, Municipalities and First Nations on the E&N Corridor

Phone: (250) 390-4006 Fax: (250) 390-5188

Email: district@lantzville.ca Website: www.lantzville.ca

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