



COPY
Original signed and sealed on file

Date: January 31, 2017

To: Chris Ewing, ASCT
McElhanney Consulting Services Ltd.
495 Sixth Street
Courtenay BC, V9N 6V4

From: Strategic Natural Resource Consultants Inc.
321-1180 Ironwood Street
Campbell River, BC, V9W 5P7

RE: Coal Valley Estates Phases 7 and 8 Aquatic Ecosystems

Introduction

On January 30, 2016, a site visit was completed at the proposed Phases 7 and 8 of the Coal Valley Estates development in the Village of Cumberland. The purpose of this survey was to comment on the Aquatic Ecosystems as they relate to Phases 7 and 8, (see attached site plan). The fieldwork was conducted by Leigh Stalker, RPF of Strategic Natural Resource Consultants (SNRC).

Various assessments at the site have been completed to date. A Riparian Areas Regulation (RAR) assessment and report was initially completed during the rezoning of the property in 2007. Subsequent assessments determined that several identified waterways did not meet the definition of a stream under the RAR. In 2012 a letter was written by Strategic indicating that the waterways on the development property do not in fact trigger the RAR as they are non-fish bearing with extensive wetlands (including the Village stormwater and sanitary sewer discharge) downslope of the property. Fish bearing water is located +5km downstream of the property.

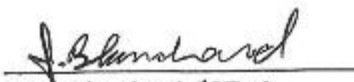
Site Description and Observations

Phases 7 and 8 include an area of 6.1ha. The area has been cleared of vegetation in preparation of the planned development. There are no streams or waterways within Phases 7 or 8 and therefore do not have any Aquatic Ecosystem areas that need to be addressed or protected. The closest adjacent watercourse/aquatic ecosystem area is located approximately 90m away from the southern boundary of Phase 8, at the closest point.

Conclusions and Recommendations

The area of Phases 7 and 8 were assessed and there are no streams or waterways within either phase that would require the application of the Aquatic Ecosystem Area guidelines listed under section 10.1.6.1 Aquatic Ecosystem Areas in the Village of Cumberland Official Community Plan Bylaw No.990, 2014.

If you have any further questions, feel free to contact Jacob Blanchard by phone at 250-287-2246 ext 163 or by email at jacob.blanchard@snrc.ca.


Jacob Blanchard, RBTech
SNRC



regenerating stand of Douglas fir, red alder and western red cedar ranging from 0.5 to 5m in height. Scotch broom is extensive throughout, in particular in open areas where there are fewer conifers. Surface vegetation consists of salal, bracken fern, trailing blackberry, herbs and mosses. Dead and down woody material (<7cm in diameter) is 10-25% coverage, ladder fuels are the low crowns of conifers and scotch broom, and crown closure is between 20-40%. WTA results indicate a high fuel hazard, with a moderate level assessment of the landscape and topographical factors. Figures 2 and 3 below are representative photographs of the natural vegetation and cleared areas.



Figure 2. Representative photograph of the wildland vegetation to the west of the Phase 8 development.



Figure 3. Representative photograph of the cliff, cleared/blasted area, roadside broom, old compact road and natural vegetation.

Park Area

The park area adjacent the most southeasterly lot in Phase 7 is characterized by tightly spaced 3-5m tall regenerating conifers (Douglas-fir, western red cedar, western white pine and western hemlock) with open areas of salal and bracken fern on the upper 0-5% slope. The sloping terrain to the south is the same as Type 1 vegetation in the previous section. Dead and down woody material (<7cm in diameter) is 10-25% coverage (with patchy areas exceeding 25%). WTA results indicate a moderate fuel hazard, with a medium to high level assessment of the landscape and topographical factors. Figure 6 below is a representative photograph of the natural vegetation within the park area southeast of Phase 7.



Figure 6. Representative photograph of the wildland vegetation found in the park area adjacent to the southeast end of Phase 7.

Conclusions and Recommendations:

In their current state, the wildland vegetation found within Priority Zones 1 to 3 (100m outwards from the structure) has been assessed as low to high fuel hazard, with moderate to high landscape assessment and topographical factors. The presence of scotch broom, a highly flammable invasive species, is a contributing factor to higher fuel hazards. The presence of existing roads, mineral soil/rock deposition sites, blasted areas, cleared areas denuded of vegetation all contribute to a reduction in the risk of a wildfire spreading to nearby structures (i.e. these 'fuel free' areas provide a break in wildfire spread, in addition to providing valuable access for emergency services); however, the risk of a wildfire 'spotting' (burning embers can be carried into the air and fall beyond the main fire perimeter and result in spot fires) into yards and/or onto homes is a concern. For this reason, FireSmart principles, in particular Priority Zone 1, are included in the recommendations below.

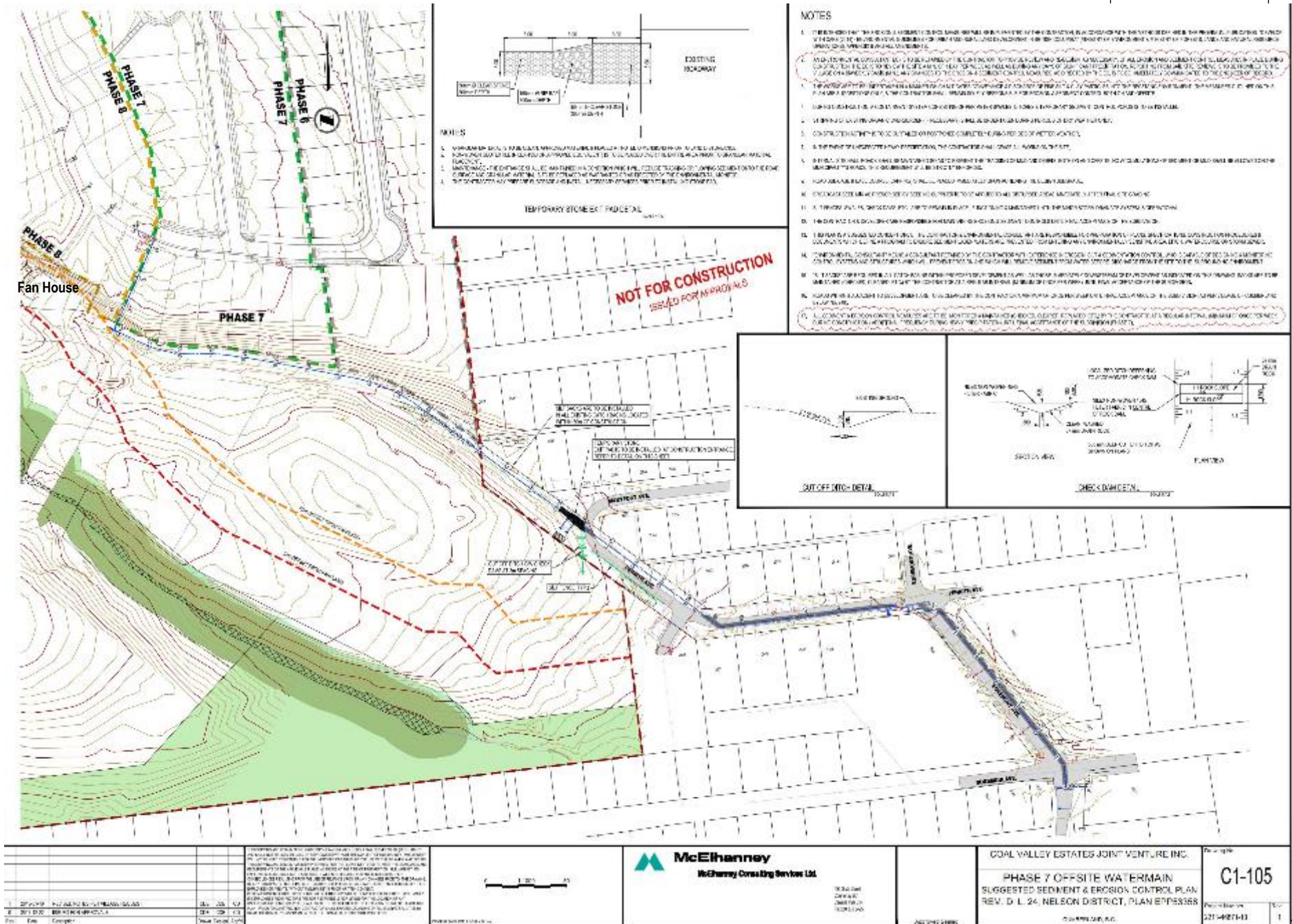
Sincerely,
Strategic Natural Resource Consultants Inc.

Prepared and Signed by:

KL Stalker



Leigh Stalker, RPF
RPF # 4744
February 1, 2017



NOTES

1. IT IS INTENDED THAT THE EROSION & SEDIMENT CONTROL MEASURES WILL BE IMPLEMENTED BY THE CONTRACTOR, IN ACCORDANCE WITH THE METHODS DEFINED IN THE PROVINCIAL PUBLICATION "DEVELOP WITH CARE (2014) - ENVIRONMENTAL GUIDELINES FOR URBAN AND RURAL LAND DEVELOPMENT IN BRITISH COLUMBIA" (MINISTRY OF ENVIRONMENT & MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS), APPENDIX B AND ALL AMENDMENTS.
2. AN ENVIRONMENTAL CONSULTANT (EC) IS TO BE RETAINED BY THE CONTRACTOR TO PROVIDE REVIEW AND RE-DESIGN, AS NECESSARY, OF ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE DURING CONSTRUCTION. THE EC IS TO REVIEW THE SITE A MIN. OF 1 DAY PER WEEK AS WELL AS DURING ANY DAYS OF SIGNIFICANT PRECIPITATION. REPORTING FROM SAID SITE REVIEWS IS TO BE PROVIDED TO THE VILLAGE ON A BI-WEEKLY BASIS (MIN.). ANY CHANGES TO THE EROSION & SEDIMENT CONTROL MEASURES, AS DIRECTED BY THE EC, IS TO BE IMMEDIATELY COMMUNICATED TO THE ENGINEER OF RECORD.
3. THE WORKS ARE TO BE UNDERTAKEN IN A MANNER WHICH MITIGATES CONVEYANCE & DISCHARGE OF FINE SILT & CLAY PARTICLES INTO THE RECEIVING ENVIRONMENT. THE MEASURES OUTLINED ON THIS PLAN ARE SUGGESTIONS ONLY, & THE CONTRACTOR SHALL REMAIN SOLELY RESPONSIBLE FOR EROSION & SEDIMENT CONTROL BOTH ON AND OFFSITE.
4. DURING CONSTRUCTION, A CONTAINMENT SYSTEM CONSISTING OF PERIMETER SWALES, DITCHES & TEMPORARY SEDIMENT CONTROL PONDS IS TO BE INSTALLED.
5. STRIPPING OF EXISTING ORGANIC OVERBURDEN (IF NECESSARY) SHALL BE UNDERTAKEN DURING PERIODS OF DRY WEATHER ONLY.
6. CONSTRUCTION ACTIVITY IS TO BE CURTAILED OR POSTPONED COMPLETELY DURING PERIODS OF WETTER WEATHER.
7. IN THE EVENT OF UNEXPECTED HEAVY PRECIPITATION, THE CONTRACTOR SHALL CEASE ALL WORKS ON THE SITE.
8. INTERNAL SITE HAUL ROADS SHALL BE MAINTAINED SO AS TO PREVENT THE TRACKING OF MUD AND DEBRIS, BOTH ON AND OFFSITE. NO ACCUMULATIONS OF SEDIMENT OR MUD SHALL BE ALLOWED ON THE MUNICIPALITY'S ROADS. THIS REQUIREMENT WILL BE STRICTLY ENFORCED.
9. ROAD SUB-BASE & BASE COURSE (CAPPING) SHALL BE PLACED IMMEDIATELY UPON ACHIEVING THE DESIGN SUBGRADE.
10. BROADCAST SEED MIX AS PRESCRIBED BY SEEDING SUPPLIER IS TO BE APPLIED TO ALL DISTURBED AREAS IMMEDIATELY AFTER FINAL SITE GRADING.
11. SILT FENCES, SWALES, CHECK DAMS, ETC. ARE TO REMAIN IN PLACE, FUNCTIONING & MAINTAINED UNTIL THE MINOR STORM DRAINAGE SYSTEM IS OPERATIONAL.
12. THE CONTRACTOR & DEVELOPER ARE RESPONSIBLE FOR MAINTAINING EROSION & SEDIMENT CONTROLS UNTIL FINAL ACCEPTANCE OF THE SUBDIVISION.
13. THIS PLAN IS A SUGGESTED CONCEPT ONLY. THE CONTRACTOR & ENVIRONMENTAL CONSULTANT ARE RESPONSIBLE FOR PREPARATION OF PLANS, SPECIFICATIONS, CONSTRUCTION PROCEDURES & DOCUMENTS WHICH DEFINE A PROGRAM TO ENSURE SEDIMENT LADEN WATERS ARE PREVENTED FROM ENTERING ANY ENVIRONMENTALLY SENSITIVE AREA, DITCH, WATERCOURSE OR STORM SEWER.
14. "ENVIRONMENTAL CONSULTANT" MEANS A CONSULTANT RETAINED BY THE CONTRACTOR WITH EXPERIENCE IN EROSION, SILT & SEDIMENTATION CONTROL, WHO IS CAPABLE OF DESIGNING & MONITORING CONTROL SYSTEMS AND STRUCTURES WHICH WILL PREVENT EROSION AND WHICH WILL REMOVE SEDIMENT FROM WATER BEFORE DISCHARGE FROM THE SITE TO THE SURROUNDING ENVIRONMENT.
15. "SILT SACKS" ARE REQUIRED IN ALL CATCH BASINS WITHIN PROPOSED DEVELOPMENT AS WELL AS THOSE IMMEDIATELY DOWNSTREAM OF DEVELOPMENT AS INDICATED ON THIS DRAWING. SACKS ARE TO BE MAINTAINED (CHECKED, CLEANED, ETC.) BY THE CONTRACTOR AT A REGULAR INTERVAL (MINIMUM OF ONCE PER WEEK) UNTIL FINAL ACCEPTANCE OF THE SUBDIVISION.
16. ROADS WITHIN & ADJACENT TO DEVELOPMENT ARE TO BE CLEANED BY THE CONTRACTOR A MINIMUM OF ONCE PER WEEK UNTIL FINAL ACCEPTANCE OF THE SUBDIVISION (AS PER VILLAGE OF CUMBERLAND BYLAW No. 948).
17. ALL SEDIMENT & EROSION CONTROL MEASURES ARE TO BE MONITORED & MAINTAINED (CHECKED, CLEARED, REPLACED, ETC.) BY THE CONTRACTOR AT A REGULAR INTERVAL (MINIMUM OF ONCE PER WEEK DURING CONSTRUCTION / ADDITIONAL FREQUENCY DURING HEAVY PRECIPITATION) UNTIL FINAL ACCEPTANCE OF THE SUBDIVISION (PHASE 7).

Schedule H

MEMORANDUM

TO: Sundance Topham, the Corporation of the Village of Cumberland

FROM: Leah Ballin, M.S.F.M., R.P.Bio, R.P.F., Ecofish Research Ltd.
Nicole Wright, Ph.D., P.W.S., ASCT., Ecofish Research Ltd.
Deb Lacroix, M.Sc., R.P.Bio., Ecofish Research Ltd.
Tim Ennis, B.Sc., Latitude Conservation Solutions Company

DATE: January 11, 2017

FILE: 1345-02

RE: **Peer Review of the Development Permit Application for a Water Supply Line
Installation in Phase 7 of Coal Valley Estates, Remainder DL 24, Nelson District as it
pertains to DPA#1**

INTRODUCTION

Ecofish Research Ltd. (Ecofish) and Latitude Conservation Solutions Company (Latitude) were retained by the Corporation of the Village of Cumberland (the Village) to conduct a peer review, on their behalf, of the Development Permit Application for a Water Supply Line Installation associated with Phase 7 of the Coal Valley Estates development, Remainder DL 24, Nelson District, prepared by McElhanney Consulting Services Ltd. (McElhanney) on behalf of Coal Valley Estates¹. The water supply line, and the entirety of the proposed Coal Valley Estates development, falls within the boundaries of the Environmental Protection Development Permit Area (DPA) #1. Specifically, the proposed water supply line intersects Aquatic Ecosystem Areas and Connectivity Areas identified in the DPA. Cumberland's Official Community Plan (Bylaw No. 990) sets out requirements that must be fulfilled prior to and during development of lands within DPA#1². The purpose of the peer review was to ensure that these requirements are fulfilled and that any potential risks to environmentally sensitive areas (ESAs), including Aquatic Ecosystem Areas and Connectivity Areas, or environmentally valuable resources (EVRs) are identified and appropriately mitigated.

The objective of this memorandum is to present the results of Ecofish and Latitude's review of the water supply line application.

¹ McElhanney. 2017. Coal Valley Estates – Phase 7 – Water Supply Line Installation, Remainder DL 24, Nelson District – Development Permit Application. Consultant's application prepared for the Village of Cumberland by McElhanney Consulting Services Ltd. on November 6, 2017.

² The Corporation of the Village of Cumberland. 2014. Village of Cumberland Official Community Plan Bylaw No. 990. Available online at: <https://cumberland.ca/wp-content/uploads/2014/03/Bylaw-990-OCP-2014-03-20proposed-amendments-OPT.pdf>, last accessed November 22, 2017.

METHODS

The Development Permit Application (the Application) for a water supply line for the Coal Valley Estates submitted by McElhanney¹ contained a cover page listing the stand-alone documents included in the application and a table describing how the information from each report is being used to comply with the bylaw requirements². Upon preliminary review, it was determined that there was inadequate detail within the application table to easily determine which subcomponents of the bylaw had been adequately addressed and by which qualified professional (QP). Upon request, McElhanney transcribed the bylaw into an excel tracking table. A professional engineer from McElhanney and a professional biologist from Strategic Natural Resource Consultants (Strategic) reviewed the table and indicated how each bylaw subcomponent had been addressed (i.e., complete, partial, in progress, incomplete or not applicable) and added additional comments to further explain where and how subcomponents of the bylaw had been addressed. Ecofish, on behalf of the Village of Cumberland, reviewed this table in consideration of the bylaw requirements, including, but not limited to determining whether the bylaw subcomponents were adequately addressed, evaluating how the determination had been made (i.e., based on which report and what rationale), and if any additional clarification or documentation is required.

RESULTS

The information provided by the McElhanney on behalf of Coal Valley Estates¹ is generally compliant with Bylaw No. 990² and is sufficient to understand the potential risks to ESAs and EVRs from construction of the water supply line and how they will be mitigated.

Key results of the review can be categorized into: 1) compliance with Bylaw No. 990² requirements, 2) change in Aquatic ESA status; and, 3) potential impacts and mitigation measures.

Bylaw Compliance

A bioinventory report was prepared by Ursus Environmental (2014) for Phase 5 of the Coal Valley Estates development (Section 2.1.6 of the Application). The bioinventory plus the other documents submitted as part of the Application generally satisfy the requirements of Bylaw No. 990² and the guidelines provided in Develop with Care³. Some of these reports are specific to the water supply line and others apply to the entirety of or portions of Coal Valley Estates. Because the information required by the bylaw is spread between several documents, professionals from McElhanney (engineer) and Strategic (biologist) identified how each subcomponent of the bylaw is met by each report, and presented this information in the Application cover letter and subsequent tracking table⁴.

The bioinventory identifies appropriate EVRs and ESAs for the study area. However, as the bioinventory is for the entire Phase 5 (i.e., not specific to the water supply line), the mitigation measures to avoid or minimize potential impacts to the environment (including EVRs and ESAs) included in the report apply to the entire study area and not the water supply line specifically. The Application states that because the property has been cleared twice in the past 20 years, and the water

³ BC Ministry of Environment. 2014. Develop with Care. Available online at: <http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/DWC-Cover.pdf>. Last accessed December 19, 2017.

⁴ McElhanney. 2017. Ecofish – VOC CV Water Line Review_2017Dec04 MCSL. Excel table received from McElhanney by Ecofish and the Village of Cumberland on December 13, 2017.

supply line will run under an existing road, that construction of the water supply line is low risk and has a low likelihood of negatively impacting EVRs and ESAs. We are in agreement with this statement if the mitigation measures presented throughout the Application are implemented.

The design drawing for the Boost Station, required to move water in the supply line up a short, steep (>30%) slope was not included in the Application as it has not yet been completed. Therefore, it was not possible to review the footprint or construction impacts of this portion of the proposed infrastructure. The Boost Station is not expected to have additional impacts on the environment; however, erosion and sediment mitigation measures must be in place when working on this steep and erodible slope.

Change in Aquatic ESA Status

The proposed water supply line overlaps both a Connectivity Area and an Aquatic Ecosystem Area. Currently, there is a ditch that runs alongside the new road, under which the water supply line will be built, that feeds into a storm drain. This ditch is identified as an Aquatic Ecosystem Area. Strategic has provided two letters stating that the Riparian Areas Regulation (RAR)⁵ (as required for RAR applicable streams in the bylaw) does not apply to the ditch. We agree that this ditch can be excluded from having an Aquatic Ecosystem Area status. Nevertheless, the ditch does drain into a storm drain which is itself connected to a fish-bearing stream (Maple Creek); thus, water quality does still need to be considered. The Application commits to implementing erosion and sediment control measures during construction. Vegetation within and in the immediate vicinity of the ditch provides multiple functions including slowing storm water velocity and settling out sediments. If this vegetation is removed, it is recommended that those erosion and sediment interception functions are maintained in the short and long-term through replacement of vegetation or other measures.

Potential Impacts and Mitigation Measures

Mitigation measures to avoid and minimize potential environmental impacts from the construction of the water supply line are provided within the accompanying reports to the Application. Some are linked to potential environmental impacts while others are not. Many of the mitigation measures are also fairly generic. Table 1 summarizes the identified EVRs and ESAs and the mitigation measures presented in the reports that apply to the construction of the water supply line.

⁵ Riparian Area Regulation under the *Riparian Area Protection Act* B.C. Reg. 376/2004 including amendments to B.C. Reg. 41/2016. Available online at: http://www.bclaws.ca/civix/document/id/complete/statreg/376_2004. Last accessed January 8, 2017

Table 1. Summary of EVRs/ESAs and associated Mitigation Measures from Application

EVR/ESA	Potential Impact	Mitigation	bylaw section	Report (Application section)
Yew tree	Mortality of relatively uncommon tree	Fence perimeter of tree at drip line (or 1to3 times the height of the tree).	10.1.5. 20	Ursus 2014 (2.1.6), cover letter (1.1), tracking table
Breeding birds	Disturbance of nest or mortality of bird or its eggs	Work to be conducted in least risk window (January–March) or else appropriate mitigation to be proposed and implemented.	10.1.5 3i	Ursus 2014, cover letter
Fish (Water quality)	Turbid water	Erosion and Sediment Control Plan to be followed. QP (from Wacor) on site to verify proper installation of erosion and sediment control prior to construction. QP will monitor and ensure proper maintenance of erosion and sediment control measures weekly to ensure they are functioning as intended and adaptively manage, as necessary. The QP will provide biweekly reports McElhanney. If vegetation is removed within or in the immediate vicinity of the ditch then erosion and sediment control measure will be implemented to ensure that sediment interception is maintained in the short and long-term.	10.1.5 14, 10.1.6 5	Strategic 2017 (2.1.7, 2.1.7.1), cover letter (1.1), tracking table, erosion and sediment control plan (Jan. 08 2018 version)
Wetlands (Aquatic ESA to the south of development)	Wetland degradation	All work to occur outside a 30 m buffer from the top of bank of the wetlands. Buffer of ESA to be flagged prior to construction so that boundary is maintained.	10.1.5 3d, 10.1.6 1bii2	Strategic, cover letter (1.1), tracking table
Western Screech Owl	Sensory disturbance	No suitable nesting trees are in project footprint. There is also already lots of noise in the area. No mitigation required.	10.1.5 3c	Ursus 2014 (2.1.6), coverletter (1.1), tracking table
Steep slope >30%	Erosion and slope stability issue	Erosion and Sediment Control Plan to be followed. QP on site to verify proper installation of erosion and sediment control prior to construction and to monitor and maintain erosion and sediment control measures weekly or during high precipitation events.	10.1.6 9	Tracking table, design drawings (2.2.0, 46871- 8 - RN - 1), erosion and sediment control plan (Jan. 08 2018 version)

RECOMMENDATIONS AND CLOSURE

In closing, we do not expect the installation of the water supply line to Coal Valley Estates to have negative environmental impacts on EVRs or ESAs if the mitigation measures prescribed in the Application and summarized in Table 1 are implemented.

Further to the mitigation measures provided in Table 1, prior to construction we recommend that the design for the booster station is provided to the Village for their internal review.

Yours truly,

Ecofish Research Ltd. and Latitude Conservation Solutions Ltd.Prepared by:

Leah Ballin, M.S.F.M., R.P.Bio., R.P.F.
Wildlife Biologist/Task Manager

Tim Ennis, B.Sc.

Conservation Specialist/President

Reviewed by:

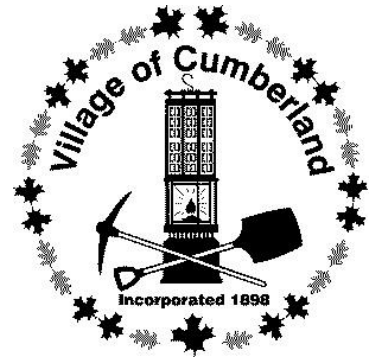
Signed

Deborah Lacroix, M.Sc., R.P.Bio.
Senior Wildlife Biologist/Vice President

Disclaimer:

The material in this memorandum reflects the best judgement of Ecofish Research Ltd. in light of the information available at the time of preparation. Any use which a third party makes of this memorandum, or any reliance on or decisions made based on it, is the responsibility of such third parties. Ecofish Research Ltd. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions or actions based on this memorandum. This memorandum is a controlled document. Any reproductions of this memorandum are uncontrolled and may not be the most recent revision.

COUNCIL REPORT



REPORT DATE: February 6, 2018

MEETING DATE: February 13, 2018

TO: Mayor and Councillors

FROM: Sundance Topham, Chief Administrative Officer

SUBJECT: Local Area Service Establishment Bylaw – Second Updated Proposal report

RECOMMENDATION

- i. THAT Council receive the Local Area Service Establishment Bylaw – Second Updated Proposal report.
- ii. THAT Council direct staff to work with the Cumberland Road Local Area Service participants in the creation of a new property owners' petition based on the parameters of their letter dated December 22, 2017, along with their email of January 24, 2018.
- iii. AND THAT Council direct staff to begin the process of repealing "Cumberland Road Local Area Service Establishment Bylaw No. 1068, 2017" and replacing it with a new bylaw to reflect the updated parameters.

SUMMARY

Property owners along Cumberland Road submitted a petition to the Village of Cumberland in the fall of 2017 to establish a local area service for landscaping improvements, and Cumberland Road Local Area Service Establishment Bylaw No. 1068, 2017 received first three readings on October 10, 2017.

Unfortunately there was confusion amongst the Local Area Service participants in regards to the creation of the service; and the property owners requested that the bylaw be repealed and replaced. A new proposal from the owners was brought forward to Council in January. Council reviewed the proposal and requested that staff go back with a counter-offer. This report provides an overview in regards to potential terms of a proposed new Local Area Service Bylaw.

BACKGROUND

The proposal presented to Council in January was as follows:

- Total maximum payment amount of \$20,000.00 will be provided by each parcel. This equates to a total of \$180,000.00 being contributed by the participants. The original total capital landscaping costs were estimated to be \$260,289.90 (including 20 per cent contingency).

- The \$20,000.00 payment amount would be paid over five (5) years which means annual payments of \$4,000.00 (plus borrowing costs of approximately 2%) per parcel. The original five year payment total was \$30,415.32 (including borrowing costs).
- Total annual maintenance amount of \$600.00 will be provided by each parcel. This equates to an annual total of \$5,400.00 of maintenance funds being contributed by the participants. This maintenance provision will occur for the first three years (2018, 2019 and 2020) to ensure the new landscape is established. In January of 2021 the Village of Cumberland and the Cumberland Road Business Consortium will meet to review the costs and responsibility of future maintenance. The original proposal had annual maintenance charges of \$1,111.11 per year, with no defined timeframe (with the caveat that the charges would be reviewed on an ongoing basis to ensure best value).
- Finally, the participants are requesting that under no circumstances they be responsible for any costs or liabilities related to deficiencies of the proposed landscape installation. The original bylaw didn't contain any language in regards to liabilities or deficiencies.

The participants have confirmed that the other language contained within the original petition (attached to this report as Schedule C) would remain the same – specifically in regards to the overall design of the landscaping and improvements, along with the Village moving forward with the project within our own internal processes (i.e. the landscaping work would continue to be included in the overall entranceway project, as already tendered).

At the January 8, 2018 meeting, Council passed the following motion:

THAT the Village go back to the Cumberland Road Local Area Service participants and offer them the same operation costs of \$1,111 per lot for a total of \$9,999 for the whole service area, and the capital cost of \$180,000, which would be \$20,000 per lot or \$4,000 annual payments.

This proposal was presented to the Cumberland Road Local Area Service participants, and they responded with the following (Email confirming offer attached as Schedule B):

- Agree to provide annual payments for five years, not three years.
- Annual expense to each property to be \$600, not \$1111.11.
- All other terms outlined in our original proposal regarding capital costs and liability remain the same.
- This proposal means a maintenance expense of \$3000 per parcel over the 5 years.....our original proposal was \$1800 per parcel over three years.

Staff have reviewed the proposed maintenance amount and term, and are satisfied that this should be adequate.

The implications of the proposal are discussed in the financial implication section below.

If Council directs staff to move forward with the repeal of the old bylaw and creation of the new bylaw this will take place as soon as we've received a signed property owners' petition that meets the regulatory requirements. The repeal of the old bylaw and the creation of the new bylaw could take place simultaneously.

FINANCIAL IMPLICATIONS

The capital cost of landscaping for Cumberland Road in the local service area is estimated at \$260,289.90. This cost is made up of the Class C estimates for the landscaping works, landscape island and irrigation costs. As noted earlier this total cost includes contingency of approximately \$45,000. The new proposal submitted by the property owners limits their obligations to a total maximum amount of \$180,000.

If the Village moves forward with the new bylaw, which has a lower dollar value than the original bylaw, there is the possibility that the funds collected from the participants won't cover the total costs. There is also the possibility that the ongoing maintenance costs will become the responsibility of the Village as opposed to the Local Area Service.

Even with this uncertainty, the case could be made that the entirety of the Village will benefit from the improvements to the entranceway, and therefore having a portion of the costs provided exclusive of the Local Area Service is justified. (The original idea behind the entranceway landscape improvements was raised during the 2016 Zoning Bylaw review by the affected entranceway businesses, when the possibility of being rezoned from industrial to commercial was contemplated). If Council agree with this, the question will then become where would the remaining funds come from for the capital works?

In terms of timing of the project and knowing the overall costs, this work won't be completed until the spring/summer/fall of 2018, and total project costs will be known at that time. If the project comes in over the \$180,000 there are a couple of main sources of funding. The first source of potential revenue is overall Cumberland Road project funds. The project has gone relatively smoothly to date, and there is an overall project contingency and allotment for basic landscaping in the budget. These funds may be available to cover any shortfall.

The second source of potential funding is property taxes. These could be specific to the industrial properties in the Village (not exclusive to the entranceway businesses – the overall industrial tax rate would be increased to cover the shortage), or they could come from general taxation revenue. The third option is a mix of the two funding sources noted above.

For ongoing annual maintenance, the business owners are committing to five years of maintenance (to a maximum of \$5,400 per year). As per earlier discussion the overall maintenance costs won't be known right away, but the ongoing costs could be paid through property taxes if they exceed the allotted total. The use of the project funds for maintenance is not recommended.

OPERATIONAL IMPLICATIONS

If a new bylaw is created the landscaping installation will be completed by the contractors working on the Cumberland Road Village Upgrades project in the spring of 2018 (The island work may be done separately or included in the overall work). However, staff would administer and maintain the local service area, including borrowing on behalf of the property owners, assessing parcel taxes and maintaining the landscaping.

STRATEGIC OBJECTIVE

None

ATTACHMENTS

1. Schedule A – December 22, 2017 Local Area Service proposal letter, from the entranceway property owners.
2. Schedule B – Updated Local Area Service proposal email, dated January 24, 2018, from the entranceway property owners.

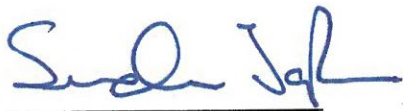
CONCURRENCE

1. Rob Crisfield, Manager of Operations 
2. Michelle Mason, Financial Officer 

OPTIONS

1. Receive the Local Area Service Establishment Bylaw – Second Updated Proposal report.
2. Direct staff to work with the Cumberland Road Local Area Service participants in the creation of a new property owners' petition based on the parameters of their letter dated December 22, 2017, along with their email of January 24, 2018.
3. Direct staff to begin the process of repealing "Cumberland Road Local Area Service Establishment Bylaw No. 1068, 2017" and replacing it with a new bylaw to reflect the updated parameters.
4. Any other action deemed appropriate by Council.

Respectfully submitted,



Sundance Topham
Chief Administrative Officer

December 22, 2017

To: Sundance Topham, Rob Crisfield

Cc: Mayor and Councilors of the Village of Cumberland

From: Cumberland Road Business Consortium (Chris Huber representing Hyland Precast, Jamie Edwards representing Cumberland Mini-Storage and Beaufort Cycles, Trevor Montgomery representing Powerhouse Industries and Andrew Duncan representing Tayco Paving Company.

Re: Bylaw #1068

Thank you for taking the time to meet with us on December 13th, 2017 to discuss what options exist regarding Bylaw #1068. We felt the discussion was productive and you enlightened us on a number of issues.

After review, we believe there are two options available. The first option is to rescind Bylaw #1068 and start this process over. This option would include having the proposed landscape work go out to public tender.

The second option is to allow Bylaw #1068 to stand, provided that the following new terms would amend the existing bylaw:

1. Total maximum payment amount of \$20,000.00 will be provided by each parcel. This equates to a total of \$180,000.00 being contributed by the participants.
2. The \$20,000.00 payment amount would be paid over five (5) years which means annual payments of \$4,000.00 (plus borrowing costs of approximately 2%) per parcel.
3. Total annual maintenance amount of \$600.00 will be provided by each parcel. This equates to an annual total of \$5,400.00 of maintenance funds being contributed by the participants. This maintenance provision will occur for the first three years(2018, 2019 and 2020) to ensure the new landscape is established. In January of 2021 the Village of

Cumberland and the Cumberland Road Business Consortium will meet to review the costs and responsibility of future maintenance.

4. The participants are under no circumstances responsible for any costs or liabilities related to deficiencies of the proposed landscape installation.

We desire to work with the Village of Cumberland on this project and believe that Option #2 is a fair and reasonable offer for our contribution to this project. We request that this proposal be brought before council for consideration and we look forward to a positive working partnership with the Village of Cumberland on this project.

Yours truly,

Andrew Duncan, Manger, Tayco Paving Company
Jamie Edwards, Cumberland Mini-Storage and Beaufort Cycles
Chris Huber, Manager, Hyland Precast Inc.
Trevor Montgomery, Powerhouse Industries
Keith Tatton, Cumberland Ready Mix

Cc: Don and Jason Choinere, J.K. Industrial Machinery Rentals
Cumberland Waste Connections

Sundance Topham

From: Andrew Duncan <aduncan@islandpaving.com>
Sent: Wednesday, January 24, 2018 3:29 PM
To: Sundance Topham; Rob Crisfield
Cc:

Subject: RE: Cumberland road landscaping proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Sundance,

Thank you for presenting our proposal to Council. The business owners have reviewed the counter offer and are willing to offer the following with regards to the landscape maintenance:

- 1) Agree to provide annual payments for five years, not three years.
- 2) Annual expense to each property to be \$600, not \$1111.11.
- 3) All other terms outlined in our original proposal regarding capital costs and liability remain the same.

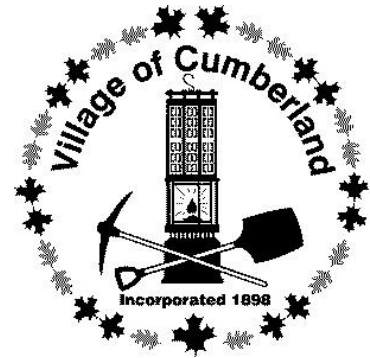
This proposal means a maintenance expense of \$3000 per parcel over the 5 years.....our original proposal was \$1800 per parcel over three years.

We feel this is a fair compromise and that \$27,000 (\$5400/year) should be adequate funding to maintain the landscaping of this stretch of roadway for a 5 year period. Without the advantage of being provided with competitive pricing proposals from local landscape maintenance companies to support the Villages request of \$10,000 per year, we are having difficulty understanding and accepting this cost. If the Village can attain competitive pricing from landscape maintenance companies which helps to support the \$10,000/year estimated cost, it would help to educate everyone involved.

Yours truly,

Andrew Duncan
Jamie Edwards
Chris Huber
Keith Tatton
Trevor Montgomery

COUNCIL REPORT



REPORT DATE: February 6, 2018
MEETING DATE: February 13, 2018

File No. 1630

TO: Mayor and Councillors
FROM: Michelle Mason, Financial Officer
SUBJECT: Social Procurement Update

RECOMMENDATION

- I. THAT Council receive the Social Procurement Update report for information.
- II. THAT Council provide feedback on the Social Procurement process and any tweaks to the framework or procurement practices concerning social procurement.

SUMMARY

This report provides an update on the Village's social procurement process. Council adopted BC's first Social Procurement Framework August 10, 2015, and since that time Council has approved one amendment to the Framework to include updated information. Since the adoption, staff have been implementing social procurement in the Village of Cumberland purchasing activities. Council also has been given an opportunity to become a "founding member" of a "Community Benefit Hub" to further its social procurement efforts with extended support from this group. Details regarding this are outlined in a separate report for Council consideration.

BACKGROUND

During its 2015 Corporate Strategic Priorities session, Council determined that including social procurement in an updated purchasing policy was a priority. Council adopted BC's first Social Procurement Framework August 10, 2015 and became Canada's first Buy Social certified municipality. Council adopted a purchasing policy with social procurement included on November 28, 2016.

Why did the Village of Cumberland create a Social Procurement Framework?

Each year the Village of Cumberland spends at least \$5 million procuring goods and services, professional services and construction services. The scale of the expenditures illustrates the potential positive impact that social procurement can have in Cumberland.

When spending taxpayer dollars, there is a desire for the Village to be a catalyst for positive social change.

Key Pillars guiding social procurement in Cumberland

A summary of the principles guiding Village procurement is as follows:

1. Village procurement processes will continue to meet all the principles of fairness, integrity, accountability and transparency along with the Village's purchasing policies and procedures. The framework will not give an unfair advantage to any one vendor over another. Competitive bidding activities will continue to be compliant with the obligations set out in applicable trade agreements.
2. The framework imposes a duty for Village procurers to explore opportunities to achieve positive social outcomes and community benefits. To improve access for small, local and/or social enterprises, consideration will be given to contract structure, language and blended value evaluation criteria. Through its competitive bidding practices, the Village will evaluate price point, capability and environmental considerations with a points system, which also scores suppliers against social criteria such as providing a living wage, job creation commitments or training opportunities.
3. Purchasing practices will be aligned to support the strategic economic, social and environmental goals of Cumberland. Staff will be encouraged through the implementation of the framework to promote innovation. Community Benefit Clauses may be added to procurement contracts, where possible, to leverage project dollars to provide benefits within the Village.

Goals and Objectives

The framework aims to align key goals of Village social procurement with the Corporate Strategic Plan and vision as follows:

1. Support the unmatched quality of life that the residents of the Village of Cumberland seek:
 - a. Promote the Living Wage and fair employment practices
 - b. Increase the number of local jobs that support young working families
 - c. Improve and enhance public spaces
 - d. Increase training and apprenticeship opportunities
 - e. Help move people out of poverty, providing increased independence and sustainable employment for those in need
2. Promote a thriving, resilient and diversified economy:
 - a. Contribute to a stronger local economy
 - b. Increase diversity among suppliers
 - c. Improve access to contracts for micro, small business and social enterprises
 - d. Increase social inclusion, by improving contract access for equity-seeking groups, such as social enterprises
3. Foster a vibrant community that values diversity, creativity and hard work:

- a. Enhance community arts and culture infrastructure
- b. Improve opportunities for meaningful independence and community inclusion for citizens living with disabilities
- c. Stimulate an entrepreneurial culture of social innovation

How Social Procurement Works for a Small Organization like Cumberland

Once Council had made Social Procurement a priority and a Social Procurement Framework was in place, it was then up to staff to figure out how to incorporate it into the Village's existing procurement processes. Typically local governments look to each other for best practices and most of the larger organizations with more resources provide the smaller organizations the benefit of not having to "re-invent the wheel" with most local government initiatives. As the Village was one of the first local governments in the province to start utilizing Social Procurement we needed to figure this out mostly on our own.

Staff implementation of the framework is critical to the success of any social procurement model. Since we are a small organization, receiving buy-in from employees tasked with procurement has not been challenging. Once staff realized that strategic procurement could be included into their purchasing activities without being overly disruptive or onerous, it just became part of the process. Staff have enjoyed seeing the social impact that their purchasing has had within the Village.

The Village has educated vendors through written communication, the website, telephone communication, meetings with construction association leaders and information provided within competitive bidding documents.

Council has been given an opportunity to become a "founding member" of a "Community Benefit Hub" at a relatively low cost to further its social procurement efforts with extended support from this group. Details regarding this is outlined in a separate report for Council consideration but staff believe that the hub may provide much needed support to the Village in its social procurement efforts and continued implementation.

Competitive Bidding Process

Staff have integrated strategic procurement into the purchasing process through the competitive bidding process.

Competitive bidding document templates such as request for proposals, quotes and tenders concepts have been developed that include the Village's social procurement. These templates have been used since the adoption of the framework.

Templates for "Request for Proposals" (RFP) assign a percentage value to the weighting in the scoring matrix and include a description of the Social Procurement Framework as part of the proposal template. This provides both a tool to the purchaser to include social criteria when evaluating bid proposals as well as a tool for the vendor to educate themselves regarding the Village's Social Procurement Framework. Currently Village RFP evaluation criteria usually assign five out of a 100 points for social procurement framework alignment. The framework states that the values and criteria assigned to social impacts will vary between a low of 5% and a high

of 15%. Increasing these points from five points may have an affect on the quality and/or quantity of social impacts outlined in proposals.

Most Village “Request for Quotes” provide information to the vendor about the social procurement framework and language such as “The Contractor is encouraged to provide information regarding its organization’s particular environmental and/or social impacts”. Vendor responses to this social procurement requirement language have not been very detailed; however, this is an area that can be improved with increased vendor education, stronger language and higher points for social procurement. Social procurement language and processes can be investigated during the remaining implementation tasks of the framework as resources become available.

For the Tender process, the challenge was a bit different. Since a tender process uses fixed unit prices that need to be compared to each other, integrating Social Procurement needed to have the subjectivity taken out of the equation. The Village came up with a two envelope pre-qualification system. The bidder needs to first meet the pre-qualification requirements for Social Procurement (envelope number one), and once that’s done they will then have “qualified” for the tender, and then their submission will be reviewed (envelope number two).

For the pre-qualification, the Village has said that vendors need to meet at least two of the items from the Social Procurement goals in the framework. The goal in this case was to have a soft approach to start with in order to educate the construction industry regarding strategic procurement. Now that the education component has been successful, staff believe that tender strategic procurement requirements can be improved to increase the success of the Village’s strategic procurement implementation further.

The first several tender documents that included the strategic procurement provided positive benefits for the Village. Bidders outlined several of the social impact goals that they would or were meeting, such as paying a living wage, contribution to our economy (buying local where possible) and apprenticeship programs, as well as innovative ways that the vendor could work with the Village, such as ideas to improve and enhance public spaces. While recent tender bids continue to outline the goals that they meet such as paying a living wage and providing employee benefits, the bids are no longer focussing as much in the areas where the vendor can work with Village staff on some of the more innovative social goals in the framework. In addition to the possible improvements to the social procurement requirements in Village “Request for Proposals” and “Request for Quotes mentioned above, staff recommend further tweaking of the tender process to encourage innovation regarding how vendors can impact social outcomes in the Village. This may include requiring the vendor to meet an increased number of the social procurement goals from a variety of social procurement topics, rather than two goals from the entire list, which is the current requirement in our tenders.

Bid Prices for Projects

Bid prices for projects have been coming in within budgets for most items. To ensure prices stay within budgets, the Village procurement strategy has been to allow autonomy to the vendors to tell the Village how they will satisfy our social objectives in their proposals. The vendor community are very creative and they know what their area of expertise is and how

they can provide the Village social value. The concept is that the vendor is in a better position to understand how they can provide social impact without significantly increasing costs to their project processes.

Social Enterprises

To date the involvement in Social Enterprises in the process has been limited. Cumberland is still a member of “Buy Social Canada” and has access to a social enterprise directory. As this directory gets larger for BC suppliers, this will benefit Cumberland. Currently the Village uses social enterprises for various programs such as a litter pick-up program, shredding services, supplying organic composting from the Village composting program, and management of our Lake Park campground. We have also assisted not-for-profit organizations within the Village with fund raising efforts.

The main idea is that the Village is open to doing business with social enterprises through the “Buy Social Canada” certification as well as through our own efforts. Therefore, once the pool of social enterprises for the Island increases, Cumberland will be in an ideal position to attract these vendors to bid on our service contracts and projects.

Social Procurement Successes for the Village

The Village has been successful in including Social Procurement requirements into most of its procurement processes, and the community has received the following tangible benefits:

- Commitments for local hiring;
- Apprenticeship programs;
- Living Wage commitments and other employment equity confirmations;
- Positive economic impacts for local businesses;
- Deepened relationships with Village vendors with positive community benefit outcomes;
- Offers for use of labour and equipment time;
- Free youth camps and,
- Support provided to not-for-profit community organizations that benefit Cumberland residents and businesses.

One of the success stories for Village social procurement involves the Dunsmuir Avenue infrastructure replacement and jump park projects. The introduction of social procurement into a Village tender process started with the Dunsmuir Avenue Infrastructure Replacement project. The community benefit approach with this project deepened our relationship with our vendor and this is a perfect example of how this approach was successful in Cumberland not only for the Village but in this case also for the vendor.

The contractor for our \$3 million Dunsmuir Avenue full infrastructure project provided the Village with use of their equipment with some operator time towards any other project within

the Village. The original thought regarding this was that this would save mobilization costs for necessary equipment for construction of the jump park. The budget for clean fill for the jump park was estimated at \$40,000. Because the vendor and the jump park project manager started this conversation and the vendor was able to better understand the Village's needs, they leveraged the equipment on site for the Dunsmuir project and by using the Village's own clean fill from the project, the vendor won the contract for the rest of the delivery of the fill which was at a dramatically lower price because of the equipment cost savings. So part of the jump park project that should have cost the Village \$40,000 ended up only costing \$7,000!

Next Steps

A focused education campaign for Village suppliers to teach smaller organizations how to do business with the municipality will be the final stage that will diversify vendors for the Village even further. There is further work required for final implementation of the framework for the Village such as developing a method of measuring and reporting the impacts that social procurement in the Village has had.

The next steps are as follows:

- Completion of the internal implementation plan which will include the following:
 - Create vendor questionnaires to allow the Village to get to know their vendors better;
 - Continue to educate Village procurers and vendors (continuous);
 - Complete the development of a communications strategy for Village suppliers;
- Investigate possible "tweaks" for competitive bidding templates to obtain effective strategic procurement outcomes;
- Continue to track and evaluate policy outcomes along with researching innovative procurement methods;
- Develop a method to measure and report the impacts that social procurement in the Village has had;
- Continuous investigations for engagement of Social Enterprises for Village service contracts and projects; and,
- Refine the framework as necessary.

FINANCIAL IMPLICATIONS

None

OPERATIONAL IMPLICATIONS

Significant staff time was used to update policies, provide communication to vendors, develop competitive bidding templates, provide information to other municipalities regarding our social procurement framework and processes and review social procurement proposals. Operational

staff time was required to incorporate social procurement into purchasing practices and, there has been an increase in inquiries about social procurement from bidders and vendors. The processing time for the first tender that social procurement was included in (the Dunsmuir Avenue infrastructure project) was longer because of the education and communication component to introduce the Village's two-envelope tender system to the vendors and construction associations.

The next steps for the completion of the implementation of the Village's social procurement, will mostly need to be completed by finance. Limited resources are available to undertake the next steps but as resources become available, staff will continue with the remaining processes for the Village's social procurement framework.

STRATEGIC OBJECTIVE

The Social Procurement Framework and subsequent implementation relates directly to Council's 2016 strategic objective of *including social procurement in an updated purchasing policy*.

ATTACHMENTS

- Social Procurement Framework

CONCURRENCE

None

OPTIONS

1. THAT Council receive the Social Procurement Update report for information.
2. THAT Council provide feedback on the Social Procurement process and any tweaks to the framework or procurement practices concerning social procurement.
3. Any other action deemed appropriate by Council.

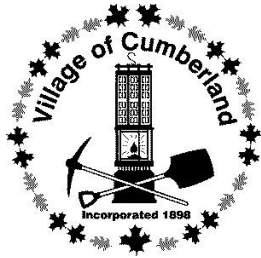
Respectfully submitted,



Michelle Mason
Financial Officer



Sundance Topham
Chief Administrative Officer



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

Appendix B

The Village of Cumberland - Social Procurement Framework¹

"Not all profit is equal. Profits involving a social purpose represent a higher form of capitalism, one that creates a positive cycle of company and community prosperity."

Michael Porter, Harvard Business Review, February, 2011

What is Social Public Procurement?

Social Public Procurement leverages existing purchasing to achieve social value.

Moving from do no harm, to do some good.

Over the last thirty years the environmental movement has done an excellent job of educating and increasing awareness surrounding the importance of developing more sustainable practices. This has led to considerable changes in behaviours and societal norms. Environmental considerations in government procurement have now become normalized.

Social procurement seeks to further leverage tax dollars to achieve broad societal goals, increasing equality and diversity, while contributing to improved community wellbeing through the blending of social, environmental and economic considerations in the procurement process.

Social procurement leverages the public procurement process for goods and services, to advance positive economic, workforce, and social development outcomes². Social procurement blends financial and social considerations in public sector purchasing to deliver against two bottom lines:

1. A commitment to purchasing the best value services and products, in keeping with the MEAT criteria, the Most Economically Advantageous Itender; and
2. A commitment to leverage limited public resources to achieve strategic community outcomes³.

¹ The Cumberland Social Procurement framework was designed by Sandra Hamilton

² Adapted from Social Procurement: a Guide for Victorian Local Government. State Government of Victoria, October, 2010

³ Adapted from the [Toronto Social Procurement Framework](#), April 2013

Why is the Village of Cumberland creating a Social Procurement Framework?

- By expanding the traditional understanding of ‘best value’ in procurement, to include the generation of positive societal benefits, alongside high quality and competitive bids,² the Village of Cumberland is working to maximize community benefits and deliver improved socio-economic returns for local taxpayers, within the existing spend.
- To ensure a sustainable and ethical approach to procurement, that is values aligned with the community vision, as outlined in Council’s current Corporate Strategic Priorities document, and constructed to support the strategic priorities.
- To promote diversity and innovation through supply chain partnerships.
- To stimulate growth and build the capacity of social enterprises in the community.
- To align procurement with consideration for People, Planet and Profit.

What are the key pillars guiding Social Procurement in Cumberland?

1. The procurement process will continue to meet all the principles of fairness, integrity, accountability and transparency, while also screening for transformational opportunities to improve social outcomes.
2. The procurement framework continues to evaluate:
1) Quality 2) Price 3) Environmental, while adding the fourth component of 4) Social

Evaluation criteria and weightings will vary by contract; the criteria will be specific to the nature of the procurement and clearly stated in the procurement documents.

3. In advance of carrying out any procurement, the framework imposes a duty on the public sector buyer to consider how the purchase might be better leveraged, to improve the economic, social or environmental wellbeing of Cumberland; to improve access for micro, small businesses and/or social enterprises; or to promote innovation⁴. This duty includes an understanding that the Village will engage in reasonable outreach to engage equity-seeking businesses (those working to integrate the marginalized back into society) in procurement opportunities.
4. Village procurement will continue to be compliant with the obligations set out in both Domestic (New West Partnership Agreement (NWPTA), Agreement on Internal Trade (AIT) and International Trade Agreements (The Agreement between the Government of Canada and the Government of United States of America on Government Procurement (CUSPA), World Trade Organization Agreement on Government Procurement (GPA)).

⁴ Adapted from the Scottish Social Procurement Act

5. **Promotion of Contract Opportunities**

In addition to bid opportunities, at or above an applicable trade threshold being publicly posted on electronic bidding systems such as BC Bid, MERX, or Alberta Purchasing Connection (APC), The Village of Cumberland also encourages all sub-contracts to be posted to the Village website, where local contractors and business associations may choose to sign up for email alerts.

6. **Living Wage Evaluation** ⁵

Staff may choose to evaluate organisations against the percentage of the organisations' employees being paid a living wage for the community they live in.

Living Wage Canada, is a national living wage online resource, providing a searchable database of living wage calculations by community.

If the living wage for your community has not been determined, a national methodology for calculating the living wage will be available soon at Living Wage Canada. .

7. **Community Benefit Clauses (CBC's)** may be added to village contracts. CBC's are contractual obligations undertaken by proponents. Evaluation criteria, to determine how the value/points are to be assigned, will be clearly stated in each procurement process.

[The values and criteria assigned will typically vary between a low of 5% and a high of 15%, of the total contract evaluation, depending on the nature of the procurement opportunity.]

8. **Infrastructure planning and investment should promote community benefits** ⁶

Infrastructure planning and investment should promote community benefits, being the supplementary social and economic benefits arising from an infrastructure project that are intended to improve the well-being of a community affected by the project, such as local job creation and training opportunities (including for apprentices), improvement of public space within the community, and any specific benefits identified by the community.

9. **Apprenticeship plan**

Staff may choose to consider apprenticeship opportunities, as part of the evaluation of competitive bids. Bidders entering into a procurement process for the construction or maintenance of Village infrastructure and assets, may be asked to provide the village, with a plan for the intended use of apprentices in the construction or maintenance, in the event of a successful bid. A plan will need to include the following information:

The method by which the bidder intends to create employment/training opportunities arising from the construction or maintenance for apprentices who are: residents of the Village; youth and at-risk youth; aboriginal persons; women; newcomers to Canada or retiring veterans, transitioning into new careers. ⁷

⁵ Strandberg (2014)

⁶ Adapted language from Ontario Provincial Government, Bill 6, Infrastructure for Jobs and Prosperity Act, 2015

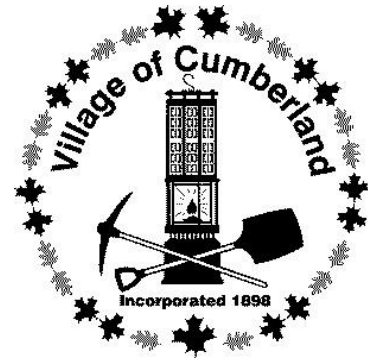
⁷ Adapted language from Ontario Provincial Government, Bill 6, Infrastructure for Jobs and Prosperity Act, 2015

What are the key social, employment and economic goals that the Social Procurement framework and Community Benefit Clauses will work to address?

- Contribute to a stronger local economy;
- increase diversity among suppliers;
- promote the Living Wage and fair employment practices;
- improve access to contracts for micro, small business and social enterprises;
- increase the number of local jobs that support young working families;
- increase social inclusion, by improving contract access for equity-seeking groups, such as social enterprises;
- enhance community arts and culture infrastructure;
- improve and enhance public spaces;
- increase training and apprenticeship opportunities;
- help move people out of poverty, providing increased independence and sustainable employment for those in need;
- improve opportunities for meaningful independence and community inclusion for citizens living with disabilities; and
- to stimulate an entrepreneurial culture of social innovation ⁸.

⁸ Language drawn from BC Government Social Impact Purchasing Guidelines, November 2014

COUNCIL REPORT



REPORT DATE: February 6, 2018

MEETING DATE: February 13, 2018

TO: Mayor and Councillors

FROM: Michelle Mason, Financial Officer

SUBJECT: AVICC Region Community Benefit Hub to Advance Strategic Procurement

RECOMMENDATION

- i. THAT Council receive the AVICC Region Community Benefit Hub to Advance Strategic Procurement report.
- ii. THAT Council support the Community Benefit Hub Pilot Project as presented by the AVICC working group.
- iii. THAT Council direct staff to enter into a two-year pilot period agreement with the City of Victoria and other founding strategic procurement members based on the AVICC membership funding model.
- iv. THAT Council direct staff to increase the operating budget in the amount of \$1,700 for 2018 Council membership and travel.
- v. THAT Council appoint a member to the Steering Committee for the Community Benefit Hub for the AVICC region.

SUMMARY

Council has adopted a Social Procurement Framework and has included it in the Village's Purchasing Management Services policy to guide procurement undertaken by the municipality. Since the 2016 Association of Vancouver Island and Coastal Community (AVICC) Annual Conference, an informal working group has been formed to advance social procurement. The group has been working together on a feasibility assessment of a "Community Benefit Hub" and is proposing a two-year pilot project that would see participating or "founding strategic procurement" members benefit from additional knowledge and support resources for the consistent implementation of strategic procurement within their communities. The recommended "founding members" includes the Village of Cumberland and the cost for this pilot project for Cumberland is expected to be less than \$500 per year (not including travel costs).

BACKGROUND

At the 2016 Association of Vancouver Island and Coastal Communities (AVICC) Annual Conference in Nanaimo, the membership passed a motion put forward by the Village of Cumberland and the City of Victoria that AVICC and UBCM advance the use of social procurement by local governments. At the conference an informal working group formed with representatives from all sub-regions within the AVICC Region. The purpose of the group was to determine the most effective, efficient and collaborative way to ensure local governments in the AVICC Region are prepared to implement strategic procurement (also known as social procurement). The working group carried out a feasibility assessment of a “Community Benefit Hub” and from that process is proposing a two-year pilot project.

The attached report by the strategic procurement working group outlines how the “Community Benefit Hub” for the AVICC Region will support all local governments in implementing social/strategic procurement. It provides details regarding the purpose, goals, vision and mission of the “Community Benefit Hub” as well as governance and financing details. Further information in the attached report outlines how the competitive bidding process for the contractor for the project will be undertaken. In summary, the hub will provide knowledge and support resources for the consistent implementation of strategic procurement for all members.

As one of the first local governments in the province to start utilizing Social Procurement, the Village of Cumberland needed to implement its framework with little or no reference to other local governments for best practices. In addition, being substantially smaller than the other local governments in Canada who were initiating some element of social procurement in their practices without adopting an entire framework or policy, the implementation processes for the Village were unique. Even with these challenges, social procurement in Cumberland has progressed with success in many ways and has provided the Village with many community benefits as well as allowing the Village to be a catalyst for positive social change. However, being a small organization with limited human resources, there are outstanding implementation tasks remaining for the Village that could benefit from participating in a “Community Benefit Hub”.

FINANCIAL IMPLICATIONS

The costs for the AVICC Community Benefit Hub two-year pilot project is \$226,800 over the two years as outlined in Appendix F of the report. The funding for these costs includes third-party funding and an approximate in-kind contribution of \$21,600 as well as \$50,000 per year to be provided by the City of Victoria. In addition, Community Benefit Hub annual dues to founding members are being proposed similar to annual AVICC membership dues. As outlined in Appendix A of the report, the dues for the Village of Cumberland is expected to be \$474 per year.

For year one of the pilot project, the committee will seek funding from Island Coastal Economic Trust (ICET). Funding from ICET and the City of Victoria will be subject to at least six additional local governments joining in year one of the pilot project (by the proposed launch date of June 2018).

Quarterly travel costs to Victoria for the Steering Committee member is estimated at \$1,200 per year. If Council wishes to become a “founding member” of the Community Benefit Hub for the two-year pilot project, staff recommend that \$1,700 be added to the budget that will be presented to the public at the Village Hall meeting on February 19, 2018. This increase in the budget will cover the membership and travel costs. This is an equivalent of .0715% increase in tax revenues.

OPERATIONAL IMPLICATIONS

The attached report is proposing the City of Victoria as the host local government for the AVICC Region Community Benefit Hub pilot project and the terms of reference is in Appendix D. The terms of reference also outlines that each local government founding member will appoint either one elected official or one staff member to the Steering Committee. The pilot project to be managed by the Steering Committee will run from June 2018 to June 2020. If Council chooses to support the Community Hub, then a member for the Steering Committee will also need to be appointed. The Steering Committee will meet in person quarterly and via teleconference as needed throughout the year and decisions will be made by consensus.

Staff expect that this pilot project will provide the Village with tools that will result in efficiencies for the remaining implementations tasks of its Social Procurement Framework.

STRATEGIC OBJECTIVE

None

ATTACHMENTS

- Outline for Budget and Funding Proposal for AVICC Region Community Benefit Hub to Advance Strategic Procurement on Vancouver Island and Coastal Communities in the MASH (Municipal, Academic Institutions, Schools Hospitals) Sector: Two-Year Pilot Project

CONCURRENCE

None

OPTIONS

1. THAT Council receive the AVICC Region Community Benefit Hub to Advance Strategic Procurement report.
2. THAT Council support the Community Benefit Hub Pilot Project as presented by the AVICC working group.
3. THAT Council direct staff to enter into a 2 year pilot period agreement with the City of Victoria and other founding strategic procurement members based on the AVICC membership funding model.
4. THAT Council direct staff to increase the operating budget in the amount of \$1,700 for 2018 Council membership and travel.
5. THAT Council appoint a member to the Steering Committee for the Community Benefit Hub for the AVICC region.
6. Any other action deemed appropriate by Council.

Respectfully submitted,



Michelle Mason
Financial Officer



Sundance Topham
Chief Administrative Officer

Outline for Budget and Funding Proposal
for AVICC Region Community Benefit Hub to Advance Strategic Procurement on
Vancouver Island and Coastal Communities in the MASH (Municipal, Academic
Institutions, Schools, Hospitals) Sector: Two-Year Pilot Project

This proposal has been created by the following members:

Lisa Helps (Victoria, CRD)
Rob Southcott (Powell River, PRRD)
Daniel Sailland (Qualicum Beach, staff)
Teunis Westbroek (Qualicum Beach, RDN)
Ian Morrison (AVICC Executive, CVRD)
Josie Osborne (Tofino, ACRD)
Aaron Stone (Ladysmith, CVRD)
Colleen Evans (Campbell River)
Rob Southcott (Powell River, PRRD)
Dave Morris (Campbell River, staff)
Shirley Ackland (Port McNeill, ACRD)
Silas White (Gibsons)
Leslie Baird (Cumberland, CVRD)
Lori Pratt (Sunshine Coast School District)

Why This Really Matters and Why It Matters Now

Strategic Procurement is a growing practice that seeks to better leverage tax dollars to achieve positive social outcomes aligned with community values and strategic objectives. Strategic or social procurement, as it's known in most places, has been adopted around the world and is demonstrating positive results for taxpayers and the wider community.

In 2013, the UK introduced the *Social Value Act*, which generated 70,000 social enterprises, one million previously unemployed people employed and \$18 billion in new economic development. Scotland made social procurement law in 2014, resulting in \$11 billion procured with a social benefit, 3,500 training opportunities and 80 percent of the government supply chain shifting to small and medium-sized enterprises. In July 2015, Ontario's adoption of Bill 6 added a requirement for "Community Benefit Clauses" in all infrastructure projects. And in May 2016, the City of Toronto unanimously adopted its own Social Procurement Program.

Closer to home, the Village of Cumberland was the first in the Association of Vancouver Island and Coastal Communities (AVICC) region to adopt and implement a Social Procurement Framework. The Towns of Qualicum Beach and Ladysmith are also implementing procurement with a strategic focus to benefit the community. The City of Victoria Council has adopted the *Good Jobs + Good Business = Better Community* Action Plan and is working toward implementation, including a direction for the procurement of construction of the Crystal Pool to model the federal government's soon-to-be-released Community Benefits Report Framework.

At the same time, across the AVICC region there are ongoing social issues, youth and First Nations unemployment, and more employment-ready young people on income assistance in 2016 than in 2011.

And there's a labour shortage across sectors from retail to trades. In the trades in particular, there is an anticipated labour shortage in the coming years due to retirements/demographics.

Executive Summary

The proposed Community Benefit Hub Pilot Project developed by the AVICC working group proposes to address all the challenges and opportunities outlined above as a region. The aim is to develop a cohesive approach to strategic procurement across the region while enabling individual communities to create their own strategic focus regarding community benefits. This cohesion is important from the point of view of industry. It is also important from the point of view of measuring outcomes.

Purpose

To incubate a Community Benefit Hub for the AVICC Region that will support all local governments in the AVICC region in implementing strategic procurement.

Goals

1. Local governments in the AVICC region are embracing and implementing strategic procurement principles/policies/frameworks.
2. There is a standardized approach to strategic procurement across local government while each local community has the ability to create the social value as determined by its elected officials/community.
3. Procurement staff in local governments are trained in strategic procurement and have the know-how to issue tenders and RFPs that result in community benefits.
4. Product and service suppliers are fully engaged in and supportive of the Hub and are bidding on contracts and responding to RFPs issued by local governments.
5. The provincial government is aware of, engaged in, and fully supportive of the Hub.
6. A robust monitoring reporting framework is in place.
7. A business plan has been developed, with a sustainable funding model for either the continuation of the Community Benefit Hub or for an "AnchorVI."
8. The interest of the wider MASH sector has been piqued.

Vision

All local governments in the AVICC region have access to advice to develop in-house tools and skills to implement strategic procurement.

Mission

To improve the health of our communities and the strength of our economies by changing the culture of public sector procurement.

History and Background

At the 2016 AVICC meeting in Nanaimo, the membership passed a motion put forward by the Village of Cumberland and the City of Victoria that the AVICC and UBCM advance the use of social procurement by local governments. Immediately following the passing of this resolution, an informal working group formed with representatives from all sub-regions within the AVICC region. The group has met quarterly

since May 2016 in order to determine the most effective, efficient and collaborative way to ensure that local governments in the AVICC region are prepared to implement strategic procurement.¹

At the 2017 AVICC meeting in Campbell River, the membership endorsed a further resolution that the AVICC appoint a liaison to the working group of volunteer elected officials; and that the AVICC membership invite the Ad Hoc Working Group to undertake, at no cost to AVICC members, a feasibility assessment of a “Community Benefit Hub” and report back at the AVICC 2018 AGM.

This proposal is a response to that motion. In order to have a viable program in place by the 2018 AVICC meeting, the Founding Members (see below) in partnership with outside funders will establish the Community Benefit Hub for the municipal budget year of 2018. The two-year pilot project will run from June 2018 to June 2020; this will enable additional interested members to join as Founding Members following the AVICC meeting in April 2018.

Community Benefit Hub – Pilot Project

Vision

All local governments in the AVICC region have access to advice to develop in-house tools and skills to implement strategic procurement.

Mission

To improve the health of our communities and the strength of our economies by changing the culture of public sector procurement.

Community Benefit Hub: Two-Year Pilot Program

To create a Hub to support all local governments in the AVICC region in implementing strategic procurement. The Hub will:

1. Educate and build awareness among elected officials and public sector institutions
2. Train staff
3. Communicate and network: collect and tell stories of success and challenges
4. Educate and build awareness amongst suppliers
5. Train suppliers

Goals and Actions for Two-Year Pilot Project

Goal #1:

Local governments in the AVICC region are embracing and implementing strategic procurement principles/policies/frameworks.

Actions:

1. Build awareness through speaker series and regional presentations.
2. Provide demand-side education – e.g., education to boards, councils and senior staff.

¹ Strategic procurement is when government institutions procure goods and services in a such as way as to both advance their strategic objectives and ensure value for tax dollars.

Goal #2

There is a standardized approach to strategic procurement across local governments in the AVICC region, with each local community maintaining the ability to create the social value as determined by its elected officials/community.

Actions:

3. Create a template public engagement framework (toolkit) to engage the public on community values that should drive each community's approach to strategic procurement.
4. Create a template strategic procurement framework and purchasing policy.
5. Create a standardized reporting and monitoring framework to measure success. (See also Goal #5)
6. Build awareness through speaker series and regional presentations.²
7. Demand-side education – e.g., education to boards and councils and senior staff, ability to dedicate a minimum number of hours per founding member; and to host a minimum number of workshops/seminars in the AVICC region in conjunction with visits to founding member local governments.

Goal #3

Procurement staff in local governments are trained in strategic procurement and have the know-how to issue tenders and RFPs that result in community benefits.

Actions:

8. Provide technical training: specific training tool kits for procurement staff.

Goal #4

Product and service suppliers are fully engaged in and supportive of the Hub and are bidding on contracts and responding to RFPs issued by local governments.

Actions

9. Develop key relationships with suppliers.
10. Measure the number of suppliers that understand the changing landscape and are willing to support this new approach through bidding on projects and responding to RFPs.

Goal #5

The provincial government is aware of, engaged in, and fully supportive of the Hub.

Actions:

11. Work with provincial government to secure training dollars for companies and social enterprises involved in local government procurement in AVICC region.
12. Work with Province so that provincial policies mirror and reflect strategic procurement principles.
13. Make presentations and have meetings with key government staff and ministers.

² For example if the contractor was on site doing some work with a particular local government, a presentation or workshop could be held for all other local governments in that area to attend, thus maximizing the limited travel budget and reducing GHGs associated with extra travel specifically for hosting workshops.

Goal #6

A robust monitoring reporting framework is in place.

Goal #7:

A business plan has been developed, with a sustainable funding model for either the continuation of the Community Benefit Hub or for an “AnchorVI.”³

Goal #8

The interest of the wider MASH sector has been piqued.

Funding Model

The two-year pilot project will be funded through a combination of third-party funding, a contribution from the City of Victoria, and contributions from other founding members based on the AVICC membership funding model (population based – see Appendix A).

For year one of the pilot project we will seek funding from Island Coastal Economic Trust (<http://www.islandcoastaltrust.ca/>) which funds economic development projects *outside* of the Capital Region. Funding from ICET will be subject to matching funding from the City of Victoria and vice versa. Funding from both the City of Victoria *and* ICET will be subject to at least six additional local governments joining in year one of the pilot project (by the proposed launch date of June 2018). Membership rates are annual and are due at the time that a local government joins the Hub.

Founding Members

Any local government that joins the Hub in the first two years of its pilot operation will be considered a founding member. Piloting a new initiative is challenging and we want to ensure that all local governments who enter the pilot project – regardless of at what stage in the two-year process – will be recognized as leaders and champions.

Governance Options and Preferred Hub Model

The CAO of Qualicum Beach prepared an analysis of a variety of Hub models that was shared with other CAOs and CFOs from Working Group member local governments for comment. Based on this analysis (see attached Appendix C) the proposed pilot model is to situate the Hub at the City of Victoria where one person will work on contract to fulfill the goals and undertake the actions outlined above. The Terms of Reference in Appendix D will govern the relationship between the Steering Committee and the City of Victoria.

³ AnchorVI will be a Vancouver Island and Coastal Communities collaboration among all MASH sector entities. It will modelled on AnchorTO which is a collaboration of public sector institutions in Toronto that work together on procurement. Anchor institutions are large public or nonprofit organizations – such as hospitals, universities or municipal governments – that are rooted in community. An anchor mission is the process of deliberately deploying the institution’s long-term, place-based economic power to strengthen a local community, especially neighbourhoods where people facing historic and other barriers to economic opportunity live. See <http://anchorinstitutions.ca/>

The informal Working Group (listed above) that has developed the proposal to date will become a Steering Committee that will meet quarterly with the contractor to receive reports on work to date and provide input and guidance. See Terms of Reference in Appendix E. Each local government that joins the Hub as a founding member in the duration of the pilot project will be invited to appoint a member to the Steering Committee; that member may be an elected official or a relevant staff member. If there is large uptake in Hub membership and the Steering Committee gets too large to be workable, the Steering Committee will, by consensus, adjust the Terms of Reference to allow for fair representation of each sub-region of the AVICC region.

Request for Proposals for Contractor

The Request for Proposals will be developed by staff from at least three of the participating communities including the City of Victoria. The RFP will be based on the Goals and Actions as outlined above. The staff RFP process will be led by the Director of Finance for the City of Victoria. The staff group will issue the RFP, select a preferred proposal and then present the recommendation to the Steering Committee for their consideration.

Budget

The cost of the program is approximately \$118,200 per year for two years. This includes an approximate in-kind contribution of \$15,600. See Appendix F for details.

Conclusion

This proposal has been two years in the making and has been co-developed by elected officials and staff with inputs from industry. Those of us who have developed it urge our councils and regional boards to carefully consider the benefits of acting as a region as we work in our individual local governments to procure goods and services more strategically in such a way that will continue to provide high-value bids and responses to RFPs *at the same time as* providing wider benefits to our communities. As outlined above, this is the direction that procurement is moving in many other parts of the world and there is strong indication that both the governments of Canada and British Columbia have an interest in social or strategic procurement. This two-year pilot project will allow the AVICC region to lead and to be ready to meet the future.

Appendix A

Sample dues for some potential participants based on 2016 population and 2016 AVICC membership rates.

Alberni-Clayoquot (Electorial Areas Only)	\$922
Campbell River	\$3,305
Cumberland	\$474
Gibsons	\$582
Ladysmith	\$1,017
Port Alberni	\$1,966
Qualicum Beach	\$1,061
Tofino	\$244

Appendix B - AVICC Motions

April 2016

Whereas fostering the social wellbeing of the community is identified as a municipal purpose by the *Community Charter* and a regional district purpose by the *Local Government Act*;

And whereas the widespread adoption of social procurement practices by all local governments in BC will diversify the vendor pool and further leverage tax dollars to better align with community values;

Therefore be it resolved that AVICC and UBCM advance the use of social procurement practices by local governments;

And be it further resolved that UBCM urge the provincial government to consider the inclusion of social procurement into Part 6 (Financial Management) of the *Community Charter* and Part 11 (Regional District Financial Management) of the *Local Government Act*.

April 2017

WHEREAS in 2016 the AVICC and UBCM membership passed a resolution to “advance the use of social procurement practices”; and

WHEREAS the AVICC Executive has discussed the issue of Social Procurement at length on six occasions in the past year including receiving a delegation from a working group of volunteer elected officials requesting funding and support for establishing a “Community Benefit Procurement Hub” and establishing an AVICC Committee; and

WHEREAS the AVICC has received a 2017 resolution from four municipalities requesting AVICC appoint a liaison to the working group that is planning to undertake a feasibility assessment of a “Community Benefit Procurement Hub”; and

WHEREAS the AVICC Executive requested the working group to develop a resolution to present through the resolution process at the 2017 AVICC Convention for a decision on clear direction to the Executive;

THEREFORE BE IT RESOLVED that the membership clarify direction on the role of the AVICC and social procurement practices by endorsing the following:

- Advancing social procurement practices by implementing a Community Benefit Procurement Hub is beyond the current resources of the AVICC and is primarily a provincial issue;
- The AVICC support the advancement of social procurement practices by disseminating information about the resources available to those members interested in pursuing social procurement in their communities;
- The AVICC appoint a liaison to the working group of volunteer elected officials; and
- That the AVICC membership invite the Ad Hoc Working Group to undertake, at no cost to AVICC members, a feasibility assessment of a “Community Benefit Hub and report back at the AVICC 2018 AGM.

**Town of Qualicum Beach
MEMORANDUM**

SUBJECT: Strategic Procurement Pilot Project Review and Discussion

TO: Strategic Procurement Working Group

DATE: December 11, 2017

FROM: Daniel Sailland MBA- Chief Administrative Officer

RECOMMENDATION:

That the Strategic Procurement Working Group consider pursuing a business plan that houses the community benefit hub pilot within a local government. The business plan should further reflect the medium to long-term objective of having the Hub become its own non-profit organization. Grant funding is likely required to get this started and finding the appropriate people and skill sets needed to support those local governments who participate in the initiative will be essential. Participating local governments will likely also need to commit to some funding of the 2-year pilot period and perhaps even to funding a third transition year depending on the identified projects and success of the pilot.

PURPOSE:

In the interest of advancing strategic procurement, this overview provides some discussion on the possible next steps for the working group. It is important to note that the understood intention is not the creation of a viable business so much as to create the most viable vehicle for successfully implementing strategic procurement across Vancouver Island. The reason this is noted, is that there remains some debate as to whether there will be uptake of strategic procurement by local government even with the provision of education and support. It is worthy to note that some of this debate revolves around the fact that significant portions of local government procurement is for specialized infrastructure and that many capital projects take place over short periods of time. There is further concern that programs for implementation may fall short in the absence of partnerships and coordination between key stakeholders such as industry, training agencies, and both provincial and federal levels of government. These are concerns that will need to be monitored and mitigated through the implementation of a pilot.

Another note of significance is with regard to the business case for a community benefit hub. This document does not consider a business case for a community benefit hub and

as such, it cannot accurately speak to market factors that could impact the success of the models being discussed.

BACKGROUND:

Since May of 2016 an informal working group of representatives from the sub-regions of the Association of Vancouver Island and Coastal Communities (AVICC) have been meeting to identify an effective and efficient model for collaboratively implementing strategic procurement across the many local governments within the AVICC region.

The strategic procurement working group has worked with industry experts, including Sandra Hamilton, to better identify the desired outcomes of strategic procurement within a local government context. This work has helped identify the services that could benefit local government as they look to implement strategic procurement, as well as to identify the possible models for collaboration and for maximizing the benefit of this procurement transition process across many local governments.

Through this process, there has been consensus around the value of creating a community benefit hub (Hub) that can help educate elected officials and public sector institutions, train staff, educate, train, and build awareness amongst suppliers, as well as collect and tell stories of successes and challenges. The Hub could help local governments with the successful advancement of strategic procurement.

This memo dialogues the value of differing implementation models for the Hub. Although the Town of Qualicum Beach has drafted this document, staff from a number of participating local governments have contributed toward its completion.

DISCUSSION:

Based on the available information, the strategic procurement working group has identified some key goals, components and priorities for the advancement of strategic procurement. In order to achieve these, there are a number of implementation alternatives being discussed, from private business delivery through to the creation of a not-for-profit society. The following reflects on the alternatives being considered for this pilot:

Private Business Delivery

Advancing through this model presents immediate challenges in that it will rely on a licensing agreement(s) and this can take significant time to draft and agree on, depending on the local government in question. Typically, a licensing agreement will cover elements such as but not limited to: proprietary knowledge or information, financial arrangements, where and how information is used, quality control, product or service distribution, etc. Given that there is a lack of understanding of what strategic

procurement is both from the general public and, more significantly from government staff, the addition of a licensing agreement adds a hurdle to the uptake of strategic procurement. This approach also runs contrary to how many local governments tend to work with one another. Which is to say that local governments tend to share, copy and duplicate best practices freely between staff and departments across the province. This sharing benefits all local government and the addition of a licensing agreement simply does not fit this model.

Create a New Non-Profit Organization (Municipal Insurance Association (MIA) financing model)

Creating a non-profit organization is a good way to address something like a community benefit hub. Staff working within the organization can develop the public and private sector networks required for the success of this project. However, the composition of the group will be essential to success and given the “start-up” nature of this approach it will be important to ensure that they are provided with their first few projects. These projects will provide learning, start building contacts within the industry and hopefully provide the successful examples they need to continue growing the approach. Sandra Hamilton has already commenced this with the development of a pilot and this should be supported and integrated into the organization’s activities.

There are some challenges with this approach. The first challenge will be how it integrates with, supports and provides formal and experiential learning to the public sector. The organization will need the ability to add resources to local governments and to walk departments and staff through the procurement process, as many local governments simply do not have the resources required to implement this level of change.

The second challenge with this will be financing. The MIA model would likely struggle within the context of strategic procurement and this is due to the fact that the value proposition is not clear or urgent enough for local governments. MIA came into being by creating something that was an immediate need for all local governments, being affordable, responsive and complete insurance coverage. The extension of MIA services to include free 30-minute legal advice also fills an immediate need for quick, responsive and cost effective legal service. Although this model could serve as a good basis for the financing and provision of strategic procurement services in the future, it may fall short of the mark initially. Local governments are simply unlikely to pay for something that they do not yet understand or value.

House within an Academic Institution

Housing strategic procurement within an academic institution could work. An institution like Capilano University already offers targeted training and diplomas for

local government employees in association with the Local Government Management Association (LGMA).

These courses can be credited courses or can be for personal improvement only. The curriculum is supported by both academic and professional resources through both Capilano University and the LGMA. Instruction is provided by a mix of University staff and local government professionals. Alternatively, the same could be offered through the Government Finance Officers Association of British Columbia (GFOABC). This association offers training and toolkits to its members and this training already includes subjects such as procurement. The challenge with this approach is one of focus. Handing the model over to the academic sector may result in resources being focused on research and education rather than implementation and this would undermine the goals of this initiative. Local governments may need more than education and toolkits as they focus on implementation, they may need additional resources to support full implementation of this procurement model successfully.

Housing within an Existing Non-Profit Organization

Housing within an existing non-profit is possible however it would be extremely important to find the ideal match. As noted above most local governments need more than education and toolkits; they need the vision, time, resources and ongoing support to implement strategic procurement within their existing structures and corporate cultures. Local governments will also need community business partners and employment partners. Smaller local governments may also need coordination with neighbouring governments to achieve higher level targets such as having the procurement process result in tickets (e.g. red seal carpentry, welding, etc.) and certifications for future opportunities. Any not-for-profit that agrees to house this will need to have many of these elements at their disposal or should be prepared to ensure they can support the resources required to achieve success.

Create a New Community Contributions Corporation

There is insufficient information regarding this approach at this time.

Co-funded staff position(s) within a Local Government (e.g., Victoria)

The concept of co-funded staff position(s) within the City of Victoria has some merit in that Victoria may have a greatest ability, on the island, to leverage larger projects; it could potentially build a network of key partners that are in a better position to implement educational and beneficial employment targets that would otherwise be a challenge for smaller centres. Even with Qualicum Beach's multi-million-dollar Memorial project, the work timelines are unlikely to result in the completion of a ticket for workers being brought on to complete the work. Victoria may have a greater ability

to bundle work/capital projects in such a way as to ensure greater impact for multi-barrier persons entering the workforce through strategic procurement contracts.

The other possible benefit from this approach is that employees (contract or other) that start by working in collaboration with employees of the City could eventually be separated out to become the not-for-profit organization that is both built for purpose and has the cross-sectional experience required to succeed in other areas. This approach would be similar to how Whistler's Centre for Sustainability came into being.

Victoria is also home to key partners such as the LGMA, provincial institutions, Civic Info, etc. and thus has better access to these established communication networks and training resources.

The co-funded staff position(s) need not be employees of the City of Victoria so much as they would benefit by initially being housed within the offices of the City of Victoria. This is a pilot project that will most likely need to adapt over the term of the pilot or immediately following the pilot and, that is being introduced to work across a number of local governments. If this approach is implemented, it will be vitally important that clear and achievable measures be established; that certainty over the pilot term be provided; and that a flexible/adaptable employment framework be utilized.

Co-funded (membership model) staff position(s) within a Local Government (e.g., Qualicum Beach)

Similar to the above noted except run from Qualicum Beach, this may have the ability to succeed and does have the benefit of being a smaller municipality which is more similar to many local governments across BC. Smaller can also mean faster implementation periods however the challenge will be in how it sequences the work, as most of the projects in the area are very small in comparison to what can be found in Victoria. Access to key partners such as LGMA remain possible however a number private sector partners will be smaller and this may impact how procurement packages are issued and/or reviewed.

CONCLUDING COMMENTS:

There is no single option that stands out on its own as being the best approach. Rather, the recommendation in this document is to consider the creation of a business plan that houses the Hub within a local government. This approach is likely the best implementation approach in the short term however, the business plan should reflect the medium to long term objective of having the hub become its own non-profit organization. Grant funding is likely required to get this started and finding the appropriate people and skill sets needed to support those local governments who participate in the initiative will be essential. Local governments who are participating in

the pilot should be prepared to commit to some funding of the 2-year pilot period and perhaps even to funding a third transition year depending on the success of the pilot.

General Comment and Considerations Regarding the Business Plan: It is important to note that although the business plan framework appropriately identifies elements contributing to the success of strategic procurement, there is concern that the scope in some areas is too wide. A scope that includes all of the Municipal, Academic, Schools & Hospitals (MASH) is overly ambitious and may likely undermine this projects ability to succeed. Also the roll out of peer to peer networks and provision of webinars can be tech and labour intensive to maintain and thus these would need to be either exclusive to the initial participating local governments and/or ideally provided through key partners such as an existing educational institution or association. Given the term of the pilot, focus and timing will be crucial.

Key industry partners such as those Sandra Hamilton has secured, including employment agencies and industry, but also the provincial and federal government, are vital. Expanding these to include the GFOA and the LGMA are equally important. The GFOA and the LGMA have established networks with the public sector professionals the pilot is targeting and they have both the communication platforms and the standing education partnerships that can greatly benefit this initiative.

Similar to any new market initiative, this pilot project will be faced with the challenge of creating awareness, interest and demand for what it wishes to provide. Awareness takes time and it needs local examples of success to help peak further interest. This pilot is about more than just procurement; it is about the creation of crucial connections and long standing strategic relationships focused on generating increased societal value through procurement. The effort and resources required to successfully implement this kind of change is more than some local governments currently have. This pilot project offers potential value by creating a hub that could support the employees and structures being tasked with the long-term implementation of strategic procurement.

Daniel Sailland ^{MBA}
Chief Administrative Officer
Town of Qualicum Beach

Appendix D

Terms of Reference for the City of Victoria as the Host Local Government for the AVICC Region Community Benefit Hub Pilot Project – DRAFT

1. Purpose, Goals, Mission and Vision of the Pilot Project

Purpose

To incubate a Community Benefit Hub for the AVICC Region that will support all local governments in the AVICC region in implementing strategic procurement.

Goals

1. Local governments in the AVICC region are embracing and implementing strategic procurement principles/policies/frameworks.
2. There is a standardized approach to strategic procurement across local government while each local community has the ability to create the social value as determined by its elected officials/community.
3. Procurement staff in local governments are trained in strategic procurement and have the know-how to issue tenders and RFPs that result in community benefits
4. Product and service suppliers are fully engaged in and supportive of the Hub and are bidding on contracts and responding to RFPs issued by local governments
5. The provincial government is aware of, engaged in, and fully supportive of the Hub.
6. A robust monitoring reporting framework is in place.
7. A business plan has been developed and there is a sustainable funding model in place for either the continuation of Community Benefit Hub or for AnchorVI.⁴
8. The interest of the wider Municipal Academic Schools and Hospitals (MASH) sector has been piqued.

Vision

All local governments in the AVICC region have access to advice to develop in-house tools and skills to implement strategic procurement.

Mission

To improve the health of our communities and the strength of our economies by changing the culture of public sector procurement.

2. Term of Pilot Project

The City of Victoria agrees to host a two-year pilot project from June 2018 to June 2020 to incubate a Community Benefit Hub for Vancouver Island and Coastal Communities.

⁴ AnchorVI will be a Vancouver Island and Coastal Communities collaboration among all MASH sector entities. It will modelled on AnchorTO which is a collaboration of public sector institutions in Toronto that work together on procurement. Anchor institutions are large public or nonprofit organizations – such as hospitals, universities or municipal governments – that are rooted in community. An anchor mission is the process of deliberately deploying the institution's long-term, place-based economic power to strengthen a local community, especially neighbourhoods where people facing historic and other barriers to economic opportunity live. See <http://anchorinstitutions.ca/>

3. Responsibilities of the City of Victoria

The City of Victoria will:

1. Provide in-kind support through its Department of Finance in tracking revenues and expenses for the term of the pilot project and in managing one contractor.
2. Issue an RFP for a contractor in consultation with CAOs/CFOs from other steering group local governments.

3. Relationship with AVICC Steering Committee

The AVICC Steering Committee will support the City of Victoria by:

1. Taking a leadership role on grant writing and other fundraising initiatives.
2. Reporting at least quarterly to City of Victoria through its mayor, who will also be a member of the Steering Committee.

3. Disbursement of Community Benefit Hub Incubator Funds by City of Victoria

In order for the City of Victoria to disburse funds on behalf of the Incubator Pilot Project:

1. The City of Victoria will have full discretion to release funds to the contractor based on the terms in the contract.
2. Should additional funding be raised by the Steering Committee in addition to that to pay the contractor, a majority vote of the Steering Committee is required.
3. A conference call of a simple majority of the steering group will be held.
4. Following the conference call, an email from a steering committee member *other than the* Mayor of the City of Victoria will be sent to the Chief Financial Officer of the City of Victoria, and copied to the entire steering committee, authorizing the disbursement of funds as per the committee vote.

4. Withdrawal of Support by City of Victoria

The City of Victoria may withdraw its support for the Community Benefit Hub Incubator with three months written notice to the AVICC Steering Committee. At such time as the relationship is severed, all project funds remaining and any contractual obligations will be transferred by the City of Victoria to a new agency as determined by the AVICC Steering Committee and subject to any funding agreements that may be in place.

5. Revoking of Incubator Host Status by AVICC Steering Committee

The AVICC Steering Committee may revoke the Community Benefit Hub Pilot Project agreement with three months written notice to the City of Victoria. At such time as the relationship is severed, all project funds remaining and any contractual obligations will be transferred by the City of Victoria to a new agency as determined by the AVICC Steering Committee and subject to any funding agreements that may be in place.

6. Obligation

The City of Victoria is under no obligation to provide ongoing support to the Community Benefit Hub beyond the two-year pilot period. The intention of housing the Community Benefit Hub as an incubator at a local government is to give it some solid footing during the pilot phase and then to either find another permanent home for it, or create a stand-alone entity.

Appendix E

AVICC Community Benefit Hub Pilot Project Steering Committee – Terms of Reference – DRAFT

1. Purpose, Goals, Mission and Vision of the Pilot Project

Purpose

To incubate a Community Benefit Hub for the AVICC Region that will support all local governments in the AVICC region in implementing strategic procurement.

Goals

1. Local governments in the AVICC region are embracing and implementing strategic procurement principles/policies/frameworks.
2. There is a standardized approach to strategic procurement across local government while each local community has the ability to create the social value as determined by its elected officials/community.
3. Procurement staff in local governments are trained in strategic procurement and have the know-how to issue tenders and RFPs that result in community benefits
4. Product and service suppliers are fully engaged in and supportive of the Hub and are bidding on contracts and responding to RFPs issued by local governments
5. The provincial government is aware of, engaged in, and fully supportive of the Hub.
6. A robust monitoring reporting framework is in place.
7. A business plan has been developed and there is a sustainable funding model in place for either the continuation of Community Benefit Hub or for AnchorVI.⁵
8. The interest of the wider Municipal Academic Schools and Hospitals (MASH) sector has been piqued.

Vision

All local governments in the AVICC region have access to advice to develop in-house tools and skills to implement strategic procurement.

Mission

To improve the health of our communities and the strength of our economies by changing the culture of public sector procurement.

2. Term of Pilot Project

The Community Benefit Hub pilot project will run from June 2018 to June 2020.

3. Composition of Steering Committee

The Steering Committee will be comprised of:

⁵ AnchorVI will be a Vancouver Island and Coastal Communities collaboration among all MASH sector entities. It will modelled on AnchorTO which is a collaboration of public sector institutions in Toronto that work together on procurement. Anchor institutions are large public or nonprofit organizations – such as hospitals, universities or municipal governments – that are rooted in community. An anchor mission is the process of deliberately deploying the institution's long-term, place-based economic power to strengthen a local community, especially neighbourhoods where people facing historic and other barriers to economic opportunity live. See <http://anchorinstitutions.ca/>

1. One elected official or staff from at least each sub-region of the AVICC region.
2. Of the membership outlined in #1, one member must be a member of the AVICC Executive.
3. Of the membership outlined in #1, one member must be the mayor of the Community Benefit Hub Pilot Project host local government. (*See Draft Terms of Reference for City of Victoria as host local government*).

4. Appointment to the Steering Committee

1. Each local government that is a founding member of the Community Benefit Hub Pilot Project will appoint either one elected official or one staff member.
2. The AVICC Executive will appointment one member of the Executive to the Steering Committee for a two-year term, to correspond with the length of the pilot project.

5. Responsibilities

The Steering Committee will:

1. Assist the AVICC Executive in fulfilling the direction of Resolution R6 passed at the 2016 AVICC Convention which mandated the AVICC to “advance use of social procurement practices by local governments.”
2. Oversee the Community Benefit Hub pilot project.
3. Take a leadership role in grant writing and fundraising activities to support community benefit procurement in the AVICC region.
4. Engage AVICC member local governments with regard to strategic procurement including gathering ideas and input and creating a shared vision for the best way to assist local governments – elected officials and staff – to implement strategic procurement at a local government level.
5. Provide direction as outlined in “Terms of Reference for the City of Victoria as the Host Local Government for the AVICC Region Community Benefit Hub”
6. Provide a written report at each AVICC Executive meeting and be responsive and open to feedback and input from AVICC Executive
7. Report at the 2019 and 2020 AVICC Conventions on the status of the Pilot Project.

6. Meeting Frequency

The Steering Committee will:

1. Meet in person quarterly: once at the AVICC and UBCM Conventions and two other times throughout the year.
2. Meet as needed by teleconference throughout the year.

7. Decisions

Decisions will be made by consensus.

8. Minutes

1. All decisions taken by the group will be recorded.
2. Minutes will be publicly available on the AVICC website.
3. Minutes will be taken by a person chosen by the members on a meeting by meeting basis.

9. Committee Leadership

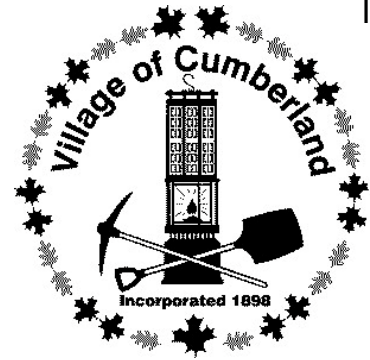
The Steering Committee will be co-chaired by two members who will be appointed by consensus of the group. The co-chairs will not have any additional power or decision-making authority.

Appendix F

SAMPLE BUDGET FOR DISCUSSION - Community Benefit Hub - Updatd Dec 23, 2017

		ONE YEAR COSTS		TOTAL (2 YEARS)	
Salary	Monthly	Cash	In-Kind	Cash	In-Kind
Contract	\$ 7,350	\$ 88,200	\$ -	\$ 176,400	\$ -
Salary - Subtotal		\$ 88,200		\$ 176,400	
Overhead & travel	Monthly	Cash	In-Kind	Cash	In-Kind
Office space (in-kind from City of Victoria)	\$ 500		\$ 6,000		\$ 12,000
Disbursements	\$ 1,200	\$ 14,400		\$ 28,800	
Other administration (in kind from City of Victoria)	\$ 400		\$ 9,600		\$ 9,600
Overhead - Subtotal		\$ 14,400	\$ 15,600	\$ 28,800	\$ 21,600
		\$ 102,600	\$ 15,600	\$ 205,200	\$ 21,600

COUNCIL REPORT



REPORT DATE: January 22, 2018
MEETING DATE: February 13, 2018

File No. 0540-20

TO: Mayor and Councillors
FROM: Rachel Parker, Deputy Corporate Officer
SUBJECT: Continuation of the Homelessness and Affordable Housing Select Committee

RECOMMENDATION

THAT Council receive the Continuation of the Homelessness and Affordable Housing Select Committee report.

THAT Council continue the Homelessness and Affordable Housing Select Committee to June 2019; cancel the August, October and December 2018 meetings, and update the Committee scope of work to

- explore the establishment and funding of a Cumberland not-for-profit housing corporation that is independent of the municipality;
- facilitate partnerships, specifically with development and non-profit partners, to identify project opportunities for any type of housing in conjunction with the mayor and Village staff; and
- any other matters referred to it by Council.

SUMMARY

In November 2017, Council referred the matter of the future of the Homelessness and Affordable Housing Select Committee to the Committee for its input. The Committee has recommended that Council continue the Committee and is proposing a new scope of work.

BACKGROUND

The Homelessness and Affordable Housing Select Committee is mandated through its current terms of reference to complete their work by the spring of 2018. The Committee's scope of work was established by Council in 2015:

1. Homelessness: To make recommendations to Council on
 - (1) provisions for individuals whose personal circumstances make conventional housing and shelter solutions problematic.

- (2) a strategy to accommodate individuals who live
 - (a) in public spaces,
 - (b) by trespass on private property,
 - (c) in structures on private property that contravene Village bylaws, and
 - (d) in ways that are considered a risk to health and safety.
- 2. Affordable Housing: To make recommendations to Council on
 - (1) A summary of housing needs and priority housing issues;
 - (2) A framework for the implementation of affordable housing as set out in section 5.1 and 5.2 of the Official Community Plan, which includes
 - (a) consideration of the coordination of regional and local not-for-profit organizations and community service organizations, and
 - (b) a plan to capitalize on opportunities and facilitate solutions for future affordable housing and non-market housing options, including funding applications and cooperative models;
 - (3) Any review of the Cumberland zoning bylaw in regards to affordable housing, and in particular in regard to
 - (a) zoning for amenities and affordable housing (section 104 of the Local Government Act), and
 - (b) housing agreements for affordable and special needs housing (section 105 of the Local Government Act).

The Committee is working on a recommended policy on homeless strategy (item 1, otherwise all other tasks in the 2015 scope of work are complete.

Council considered the future of the Committee in November 2017 and referred the matter to the Committee for its input. The Committee met on January 17, 2018 and made the following recommendation to Council:

THAT Council continue the Homelessness and Affordable Housing Select Committee and task it with

- (1) exploring the establishment and funding of a Cumberland not-for-profit housing corporation;
- (2) facilitating partnerships, specifically with development and non-profit partners, to identify project opportunities for any type of housing; and
- (3) any other matters referred to it by Council.

The “establishment of a longer-term housing committee or coordinator to implement the Affordable Housing Implementation Framework” is a recommendation in the Framework. Committee members have discussed that an independent housing corporation would be better suited to assess the feasibility of building affordable housing. The Committee would like to also

explore available funding to operate such a corporation. The Committee is seeking Village support by continuing the committee for another year in order to explore establishing an independent housing corporation.

Item (2), the facilitation of partnerships is also a recommendation of the Affordable Housing Implementation Framework. Staff are recommending that this facilitation role take place in conjunction with liaison activities of the mayor and with staff guidance and support to ensure that representation of the Village is coordinated and guided by Village land use planning policies and regulations.

Other recommended actions in the Framework may be undertaken by Village planning staff.

Committee members were open to a reduction in the number of meetings by cancelling its August, October, and December 2018 meetings in order to reduce necessary staff resources. Members were also agreeable to a reduction in the Committee's conference budget to \$1500. The \$1000 budget for a brochure for developers may be deferred to 2019 for staff to undertake once the DCC review is completed.

FINANCIAL IMPLICATIONS

The total proposed 2018 budget allocation to the Committee for is \$2525 without the brochure budget.

OPERATIONAL IMPLICATIONS

As discussed in the November 2017 staff report, there are moderate operational implications in providing support for committees. The HAH Committee terms of reference set out that the Committee has the following staff resources:

- (1) Administrative support for
 - Scheduling and public notice of meetings
 - Preparation of meeting agendas and agenda items for discussion
 - Assistance with the preparation of work plans and budgets
 - Taking of the minutes
 - Submission of minutes to Council agenda for receipt
- (2) Planning and support for
 - BC Building Code advice
 - Guidance on the official community plan and any zoning bylaw review
 - Provision of data and resources

STRATEGIC OBJECTIVE

Implement the Affordable Housing Implementation Framework is a medium term priority in the draft 2018 Corporate Strategic Priorities.

ATTACHMENTS

- Homelessness and Affordable Housing Select Committee, 2015 Terms of Reference
- Affordable Housing Implementation Framework, section 4: Housing Policy Implementation Framework

CONCURRENCE

None

OPTIONS

1. THAT Council continue the Homelessness and Affordable Housing Select Committee to June 2019; cancel the August, October and December 2018 meetings, and update the Committee scope of work to
 - exploring the establishment and funding of an Cumberland not-for-profit housing corporation that is independent of the municipality;
 - facilitating partnerships, specifically with development and non-profit partners, to identify project opportunities for any type of housing in conjunction with the mayor and Village staff; and
 - any other matters referred to it by Council.
2. Any other action deemed appropriate by Council.

Respectfully submitted,

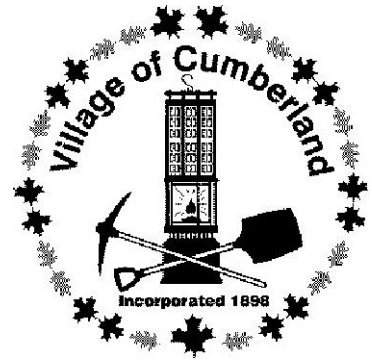


Rachel Parker
Deputy Corporate Officer



Sundance Topham
Chief Administrative Officer

COUNCIL POLICY



Title: **Homelessness and Affordable Housing Select Committee, Terms of Reference**

Adopted Date: January 26, 2015
Amended Date:

No. 1.8

Section: Administration
Motion No. 15-40

Policy Framework

The 2014 official community plan housing objectives and policies (5.2) include:

- Encourage a range of safe and affordable housing options which meet the needs of individuals and families of varying income levels, age groups, and needs.
- Integrate seniors and special needs housing into the community where there is good access to public transit and basic support services.
- Support the creation of new, and the retention of existing, rental housing and discourage the conversion of rental housing to strata ownership.
- Encourage alternative housing tenures within residential areas such as cohousing, cooperative housing, and fee-simple town homes, especially where these meet an affordable housing need.
- Support the location of supportive or transitional housing within the Village for special needs groups, such as the physically or mentally disabled, young people and others who have unique social needs
- Encourage the retention and creation of manufactured home parks in appropriate locations, as a viable and important source of affordable home ownership

Purpose of the Committee

The purpose of the committee is to undertake and complete the scope of work set out in this policy by the spring of 2018.

Scope of Work

1. Homelessness: To make recommendations to Council on
 - (1) provisions for individuals whose personal circumstances make conventional housing and shelter solutions problematic.

- (2) a strategy to accommodate individuals who live
 - (a) in public spaces,
 - (b) by trespass on private property,
 - (c) in structures on private property that contravene Village bylaws, and
 - (d) in ways that are considered a risk to health and safety.
- 2. Affordable Housing: To make recommendations to Council on
 - (1) A summary of housing needs and priority housing issues;
 - (2) A framework for the implementation of affordable housing as set out in section 5.1 and 5.2 of the Official Community Plan, which includes
 - (a) consideration of the coordination of regional and local not-for-profit organizations and community service organizations, and
 - (b) a plan to capitalize on opportunities and facilitate solutions for future affordable housing and non-market housing options, including funding applications and cooperative models;
 - (3) Any review of the Cumberland zoning bylaw in regards to affordable housing, and in particular in regard to
 - (a) zoning for amenities and affordable housing (section 104 of the Local Government Act), and
 - (b) housing agreements for affordable and special needs housing (section 105 of the Local Government Act).

Reporting

- 3. The Committee will report to the Council through
 - (a) meeting minutes, which may include recommendations to Council,
 - (b) reports, and
 - (c) consultant reports.

Membership

- 4. Council will appoint up to seven members to the committee, including
 - (a) one member of council who may not sit as chair or vice-chair,
 - (b) up to six community-at-large members.
- 5. The members must select a chair and vice-chair from amongst the members.
- 6. Representatives from local and regional not-for-profit organizations and community service organizations may attend Committee meetings as non-voting liaisons.

Procedures and Administration

- 7. The Committee is subject to the open meeting, conflict of interest, and procedural rules and other applicable rules under the *Community Charter* and the Council Procedure Bylaw.

8. The Committee must meet monthly on a regularly recurring day at least 10 times per year. At its first meeting and the meeting in November or December each year after, the Committee must set out its schedule of meetings for the following year.
9. The Committee will have the following staff resources:
 - (1) Administrative support for
 - Scheduling and public notice of meetings
 - Preparation of meeting agendas and agenda items for discussion
 - Assistance with the preparation of work plans and budgets
 - Taking of the minutes
 - Submission of minutes to Council agenda for receipt
 - (2) Planning support for
 - Social planning advice
 - Guidance on the official community plan and any zoning bylaw review
 - Provision of data and resources
10. Each year in November, the Commission must develop and submit to Council a work plan and budget request for the following year.

4. Housing Policy Implementation Framework

Based on the discussion of local policies and challenges above, this Framework provides for a 'hands-on' approach. **Clear priorities identified for Cumberland are to build capacity to (1) be an active stakeholder in developing affordable housing through new policies and to (2) develop and protect affordable and market rental housing as an active partner in the development process;** and (3) innovate new forms of housing by exploring opportunities for piloting supportive and transitional housing and (4) affordable ownership housing, as they arise.

4.1. Discussion of Primary Areas for Action to Create Housing Affordability

1. Capacity Building for Affordable Housing

Two very different capacity development measures are required to create affordable housing that meets needs in Cumberland. On the one hand, the Village has to maintain and develop the administrative capacity to implement the suggested measures to create in the short-to medium term. This could mean extending the term of the Committee, hiring a Coordinator to facilitate housing partnerships, or designating additional staff time to pursue this work. An important challenge to note, as discussed in the previous section, is the Village's relatively scarce resources for funding new staff to focus specifically on housing, particularly in light of the Village's need to fill an economic development role. Any movement on affordable housing will require an ongoing 'champion' of the file.

On the other hand, the Village has to develop the long-term capacity to be able to support affordable housing developments through additional resources, such as financial incentives. It is vital that, as Cumberland grows, new developments contribute resources that can be leveraged for affordable housing, which the Village can then use to develop new projects. While there are limitations around existing proposed developments (as rezoning is complete) any new rezoning is an opportunity to require an amenity contribution for affordable housing.

Only by developing both short- and long-term capacities will the proposed efforts succeed.

2. Develop and Protect Affordable and Market Rental

With 57% of renter households (145 households) paying 30% or more of their income toward shelter costs, and no change in the number of renting households between 2001 and 2011 (despite new accessory suite bylaws), developing new rental opportunities, both below market and at market rates, represents a key area for the Village to focus on in addressing housing affordability and availability issues. Families with children, both couples and lone-parents, who earn 80% of median income or less face affordability

gaps when renting an appropriate house. For median earning lone-parent families, this gap is \$455 per month for a two-bedroom unit, while for median earning individuals, the gap is \$235. Although even couples with children earning less than median income (80% of median) appear able to afford a three-bedroom unit, **the lack of available stock is a central concern** (only 6 three-bedroom units were listed in a four-month rental survey conducted by the consultants).

In addition to current low vacancy rates and high rents, market changes can threaten existing rental units. For example, the introduction of web-based short-term vacation rental sites (e.g. AirBnB) and the conversion of purpose-built rentals to strata can impact existing rental units⁷.

Thus far the Village has aimed to strengthen the secondary rental supply through accessory dwelling units (secondary suites and coach houses). While important and likely effective in adding units over the long-term, such infill programs do not typically have strong short and medium term impacts on affordability and supply.

While in 2001 a quarter of households in Cumberland were renters, in 2011 only one-fifth of all households rented their homes (Census, 2011). As the Village grew during this time period, rental housing has not keeping pace with household growth, despite being a key component in attracting and retaining demographically diverse residents. **The main priority for the Village should therefore be to develop and protect affordable and market rental units in Cumberland.**

Building on the need for more affordable housing, at the Open House it was said that other forms of housing form that may add to supply are desired by locals and may be prevented by the Village's regulatory framework and the BC Building Code regulations. These include tiny homes and cluster housing. While these may not create protected, purpose-built affordable rental housing units, which is the key need in Cumberland, they constitute new forms of smart growth development, which community members like to see. The Village should make every reasonable effort to support these as another avenue to smart growth, contingent on community groups bringing ideas forward. Tiny homes in particular, due to their mobility⁸ and low construction cost, can constitute a considerably more affordable housing form that may alleviate pressures on the rental market.

⁷ The consultants monitored the prevalence of vacation rentals in Cumberland via AirBnB. for June/July 2016 on a daily basis. At any given time, no more than 4-5 properties were listed. As of Oct. 9, an average of 9 listings was available for short-term rental in Cumberland. This constitutes a significant increase that is not reflected in this analysis. These suites are not considered legal, as they have no business licenses in place.

⁸ Mobility of tiny homes means that it is considered a recreational vehicle and must be CSA certified.

4.2. Discussion of Secondary Areas for Action to Create Housing Affordability

1. Support Vulnerable Populations through Supportive and Transitional Housing

As the largest municipality in the Comox Valley, the bulk of supportive housing and lower barrier services are located in the City of Courtenay. The City of Courtenay has a population of more than 24,000 compared with Cumberland's less than 3,400. With this in mind, any initiatives aimed at vulnerable populations will need to reflect the smaller scale of the community, as well as the relative scarcity of services in comparison to Courtenay. Because of the concentration of services in Courtenay, units that require significant supports (e.g. 24-hour staffing) are unlikely to be funded in Cumberland. These units will therefore need to serve individuals transitioning out of a 24-hour supported environment into a somewhat or wholly independent living situation. A small number of supportive or semi-independent units would need to be integrated into larger-scale developments to create project feasibility (e.g. Priority Area #2).

2. Seize Opportunities for Affordable Ownership Housing

While affordable ownership has been successfully implemented in Western Canada, it is typically driven by a strong development market (e.g. Whistler) or by the resource support of a larger municipality (e.g. Attainable Homes Calgary). Affordable ownership schemes in BC have had mixed success and have not been widely established as a model of affordable housing in BC.

Any new affordable ownership program would need to include a strong non-profit partner capable of playing the role of equity partner with tenant-owners, to hold the land in trust over the long term, and/or to manage housing agreements that ensure long-term housing affordability. These housing agreements would have to include a resale formula that balances an opportunity for tenant-owners to build wealth and equity, while also ensuring that homes that are resold are not subject to market increases.

Any affordable ownership scheme in Cumberland will be necessarily both experimental, and long-term.

4.3. Strategic Actions for the Village of Cumberland

Municipalities can pursue a range of measures to support housing affordability. These range from direct incentives or regulations to softer education tools and facilitation measures as shown in section 2.3 (F.I.R.E). The following is an overview in order of priority of all suggested actions. **Impact Potential** refers to the relative ability to create housing units that are affordable relative to other measures presented.

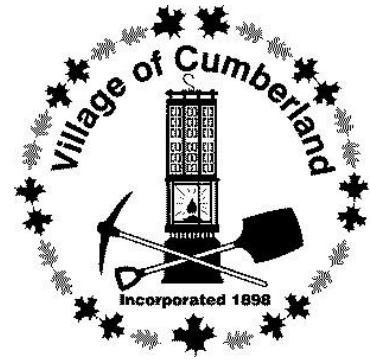
The **Implementation Period** refers to the potential for **immediate** implementation (until February 2017), **short-term** (until summer 2017), **medium-term** (Summer 2018) and **long-term** (after 2018).

#	Strategic Action	Municipal Role	Impact Potential	Period	Priority Area			
					Capacity	Rental	Supp./Transit.	Ownership
1	Approve affordable housing framework	n/a	n/a	Immediate	X			
<i>The Village has to approve or amend the Housing Implementation Framework.</i>								
2	Establish Longer-term Housing Committee or Coordinator	Facilitate	n/a	Immediate	X			
<i>To coordinate the implementation of the framework, the Housing Committee has to be established as a longer-term body. This could be supported through a designated coordinator who would continue to guide the work of the Committee and facilitate the partnerships outlined in the strategic actions below. Resource availability and lines of communication and accountability have to be established through the Terms of Reference.</i>								
3	Agree on incentives/resources the Village is willing to contribute to an affordable housing development	Incentivize	High	Short	X			
<i>The following may be considered as incentives to support housing developments: Reduced parking requirements for affordable housing/in areas with good access to transit, offsets to municipal development cost charges, fast-tracking development applications, property tax exemption or forgiveness, grants/capital contributions to facilitate affordable housing</i>								

#	Strategic Action	Municipal Role	Impact Potential	Period		Priority Area			
						Capacity	Rental	Supp./Transit.	Ownership
4	Develop and enact affordability guidelines for housing agreements with developers that protect designated units in perpetuity	Educate, Incentivize	High	Short			X	X	X
<i>Pursuant to section 483 of the Local Government Act, municipalities can enter into a housing agreement with a housing developer. A housing agreement defines the level of affordability required in exchange for development rights. Clear guidelines will enable developers to develop financial feasibility assessments and business models. BC Housing's Housing Income Limits (HILS) for affordable rentals, as well as a total shelter cost payment of 30% of household income, for households earning 80% of median income or less for affordable ownership units constitute typical requirements. Clear guidelines will enable developers and non-profits to develop financial feasibility assessments and business models. Housing Agreements should be structured to ensure affordability in perpetuity on designated units. These agreements can be registered with BC Housing to monitor compliance. New market rentals can be protected through rental protection measures, such as restrictive covenants. Any supportive or transitional units created through a new development project would need to be protected through a Housing Agreement. Housing agreements for affordable ownership need to include resale formulae that balance the need to maintain affordability with the express purpose of allowing tenant-owner households to build equity through their ownership.</i>									
5	"Affordable Housing in Cumberland" brochure on how the Village supports market and non-market developers in the development process	Educate	Moderate	Short		X	X	X	X
<i>As costs and regulations can vary from municipality to municipality, a simple guide to development in the Village of Cumberland can bring a better understanding of the development process to the boards and staff of non-profits and to the executives of market developers</i>									
6	Facilitate partnerships, specifically with development and non-profit partners to identify project opportunities for any type of housing	Facilitate	Very High	Short			X	X	X
<i>The Committee has identified non-profits supporting vulnerable individuals in Courtenay through its March 17, 2016 report to Council. Other potential partners should be identified and approached. In order to ensure effective partnerships are developed, the Village should formalize discussions with developers and non-profits, to educate them on current housing needs and to identify tangible projects that can be moved forward. A dedicated champion or group (e.g. the Committee), supported by staff resources is important. A conference or workshop is a potential tool that the Village could host to educate non-profits and developers. The Committee will need to identify which potential partners have the greatest capacity to develop and/or operate housing units and potentially support clients.</i>									

#	Strategic Action	Municipal Role	Impact Potential	Period		Priority Area			
						Capacity	Rental	Supp./Transit.	Ownership
7	Assess feasibility and willingness of local non-profits and developer partners to build new (affordable rental) housing in Cumberland	Facilitate, Educate	Moderate	Medium			X	(X)	(X)
<i>By collaboratively exploring financial feasibility and approaches to reducing development costs, incl. through incentives, such as reduced parking, grants to reduce property taxes or DCCs, and a streamlined development review process the Village can actively support the development of desired housing units. The feasibility of deep affordability (~\$375) through cross-subsidization with market rental units, or the availability of senior government subsidies is important. This also applies to creating supportive units that could be included in a rental housing building.</i>									
8	Support applications to senior government for funds (e.g. CMHC, BC Housing)	Facilitate	High	Medium			X	X	X
<i>The Village can strongly shape initial seed funding applications by supporting specific applications. These can range from simple letters of support to matching funds for needs assessments, business planning, etc. If the Village is able to donate land to a project, this can underscore the likely success of the project in any funding application. Seed funding initiatives play a key role in the long-term feasibility, and can lead to interest free loans of up to \$200,000 from CMHC and construction and mortgage financing at highly competitive rates from BC Housing.</i>									
9	Develop regulations to protect existing rental market housing stock	Regulate	Medium	Medium			X		
<i>Bringing protections to purpose-built rental and mobile homes, as well as limiting short-term vacation rentals in existing rental stock (e.g. secondary suites) can ensure that existing rental housing is protected.</i>									
10	Develop Land Bank and/or Affordable Housing Reserve through affordable housing contributions	Facilitate, Incentivize	High	Long-term		X	X	X	X
<i>Over the long term the Village should work to ensure that any new developments that require increased density donate to housing resources. This can include the construction of new units to be managed by a non-profit, the donation of land for the purpose of affordable housing or the contribution of money to an Affordable Housing Reserve.</i>									

COUNCIL REPORT



REPORT DATE: January 22, 2018
MEETING DATE: February 13, 2018

File No. 0540-20

TO: Mayor and Councillors
FROM: Rachel Parker, Deputy Corporate Officer
SUBJECT: Continuation of the Accessibility Select Committee

RECOMMENDATION

- i) THAT Council receive the Continuation of the Accessibility Select Committee report.
- ii) THAT Council continue the Accessibility Select Committee to June 2019 with the following scope of work
 - Review of community event manual with recommendations to make events more accessible; and outreach with special event coordinators
 - Consult with emergency planning staff on accessibility
 - Explore and investigate accessible tourism, and parks and trails mapping
 - Make recommendations to Council on BC *Accessibility 2024* opportunities
 - And to make recommendation to Village staff on Village facilities, service provision, and other matters upon request.

SUMMARY

In November 2017, Council referred the matter of the future of the Accessibility Select Committee to the Committee for its input. The Committee has recommended that Council continue the Committee and has a proposed a new scope of work.

BACKGROUND

The Accessibility Select Committee is mandated through its 2015 terms of reference to complete their work by the spring of 2018. The Accessibility Committee's current scope of work is to make recommendations to Council on:

- A strategy to encourage and support owners of existing public and commercial buildings in making accessibility improvements.
- A 10 year accessibility plan for Village-owned public facilities and spaces, including projects and budget estimates.
- Designated parking for people with disabilities.
- Matters referred to it by Council.

- And to make recommendation to Village staff on Village facilities, service provision, and other matters upon request.

The Committee is just finishing up with a brochure to encourage business owners to make accessibility improvements, otherwise all other tasks in the 2015 scope of work are complete.

The Committee has scheduled nine meetings in 2018. The Committee has been very frugal with its budget, with the annual \$500 meeting costs re-allocated in 2017 toward accessibility improvements.

Committee Recommendation

Council considered the future of the Committee in November 2017 and referred the matter to the Committee for its input. The Committee met on January 15, 2018 and made the following recommendations to Council:

THAT Council continue the Accessibility Select Committee.

THAT Council update the scope of work of the Accessibility Select Committee to include

- Review of community event policies with recommendations to make events more accessible; and outreach with special event coordinators
- Recognize businesses that are working towards accessibility
- Consult with emergency planning staff on accessibility
- Make recommendations on the implementation of the Facility and Infrastructure Accessibility Review
- Explore and assist with grant opportunities to implement the Facility and Infrastructure Accessibility Review
- Explore and investigate accessible tourism, and parks and trails mapping
- Explore *BC Accessibility 2024* opportunities
- And to make recommendation to Village staff on Village facilities, service provision, and other matters upon request.

Community Events

The Committee included “Review of community event policies with recommendations to make events more accessible; and outreach with special event coordinators” in its proposed scope of work. The Village has a Community Event Manual to guide event organizers in applying for park and facility rentals and street closures. Staff suggest that the Committee review this manual. Recommended updates or revisions will require staff review. Staff suggests that outreach take place through the winter of 2018/2019 for 2019 events once the review is completed.

Emergency Program

The Committee included “consult with emergency planning staff on accessibility” in its proposed new scope of work.

Staff has contacted the regional Emergency Program Coordinator and discussed training and accessibility for Emergency Support Services. Emergency Support Services is a division of the Emergency Program that coordinates reception centres and group lodgings during an

emergency. The regional Emergency Coordinator advises that he will be able to engage with the Committee in 2018 to explore how its can work with regional emergency support services. The Coordinator believes that these two groups working together would be very beneficial in identifying and making recommendations for the emergency program.

Facility and Infrastructure Accessibility Review

Village Staff is using the *Facility and Infrastructure Accessibility Review* and actively working on projects in most municipal facilities to increase accessibility. Staff may request advice from the Committee, however it is not generally necessary that the Committee

- make recommendations on the implementation of the Facility and Infrastructure Accessibility Review
- explore and assist with grant opportunities to implement the Facility and Infrastructure Accessibility Review

Village staff is tracking progress on the *Facility and Infrastructure Accessibility Review* and report on successes to Council and the Committee annually.

Parks and Trails

The Committee identified “Explore and investigate accessible tourism, and parks and trails mapping” in its proposed scope of work.

The *Facility and Infrastructure Accessibility Review* does identify the following two recommendations in relation to parks and greenways:

- a) Continue to identify two or three potential pilot sites to help to expand the current network of accessible trails
- b) Consider developing trail profiles similar to the approach adopted by the Capital Regional District and make this information available at the local tourist office.

Parks and Recreation staff are available this year to work on these two recommendations. To take the first step toward a possible funding opportunity, and at the recommendation of the Committee, staff has submitted a request to the Rick Hansen Foundation for an accessibility rating with a request that a number of Cumberland trails be included in the review, focusing on the north and south Colliery Trails, No. 1 Japanese Town trails, Chinatown trails, and Porky’s Path. The Parks and Trails Coordinator is expected to consult with the Committee as this work proceeds.

Accessibility 2024

The Committee identifies “Explore BC *Accessibility 2024* opportunities” in its proposed scope of work.

Accessibility 2024 is a provincial initiative to make B.C. the most progressive province in Canada for people with disabilities. It contains 12 building blocks such as inclusive government, accessible housing, employment, and emergency preparedness. Staff suggest that the new action be to “make recommendations to Council on BC *Accessibility 2024* opportunities.”

Staff Recommendation

Staff are recommending that Council continue the Committee to June 2019 with a limited scope of work (example below). This would allow the newly elected council to set its priorities and allocate staff and financial resources for the 2020 strategic planning and budget planning.

- Review of community event manual with recommendations to make events more accessible; and outreach with special event coordinators
- Consult with emergency planning staff on accessibility
- Explore and investigate accessible tourism, and parks and trails mapping
- Make recommendations to Council on *BC Accessibility 2024* opportunities
- And to make recommendation to Village staff on Village facilities, service provision, and other matters upon request.

Alternatively, Council could decide to

1. Continue the Committee with no set term with the scope of work as recommended by the Committee above, or
2. Discontinue the Committee as at June 2018 as set out in the current terms of reference.

FINANCIAL IMPLICATIONS

The proposed 2018 budget allocation to the Committee is \$500 for promotional materials.

OPERATIONAL IMPLICATIONS

As discussed in the November 2017 staff report, there are moderate administration implications in providing support for committees. The Committee has nine meetings scheduled in 2018. The terms of reference set out,

- (1) Administrative support for
 - Scheduling and public notice of meetings
 - Preparation of meeting agendas and agenda items for discussion
 - Assistance with the preparation of work plans and budgets
 - Taking of the minutes
 - Submission of minutes to Council agenda for receipt
- (2) Planning and support for
 - BC Building Code advice
 - Guidance on the official community plan and any zoning bylaw review
 - Provision of data and resources

The proposed scope of work would also impact regional Emergency Planning and Cumberland Park and Recreation staff. The Manager of Recreation believes that the Parks and Trails

Coordinator can accommodate the work on trails planning and any grant funding applications within current workloads for 2018.

STRATEGIC OBJECTIVE

- Support tourism through parks and recreation, heritage, and environmental conservation
- Implement the Coal Creek Historic Park master plan

ATTACHMENTS

- Accessibility Select Committee, 2015 Terms of Reference

CONCURRENCE

Leah Knutson, Manager of Recreation

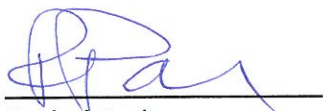
Mike Williamson, Manager of Protective Services



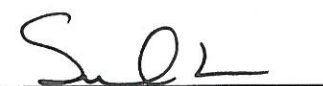
OPTIONS

1. THAT Council continue the Accessibility Select Committee to June 2019 with the following scope of work
 - Review of community event manual with recommendations to make events more accessible; and outreach with special event coordinators
 - Consult with emergency planning staff on accessibility
 - Explore and investigate accessible tourism, and parks and trails mapping
 - Make recommendations to Council on BC *Accessibility 2024* opportunities
 - And to make recommendation to Village staff on Village facilities, service provision, and other matters upon request.
2. Any other action deemed appropriate by Council.

Respectfully submitted,

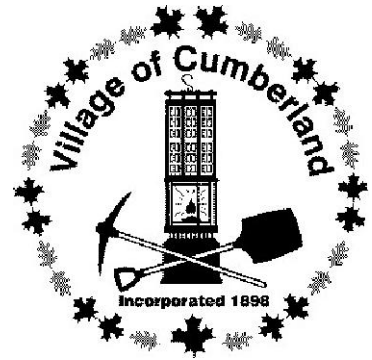


Rachel Parker
Deputy Corporate Officer



Sundance Topham
Chief Administrative Officer

COUNCIL POLICY



Title: Accessibility Select Committee, Terms of Reference Adopted Date: January 26, 2015 Amended Date:	No. 1.7 Section: Administration Motion No. 15-41
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Policy Statement

The 2014 official community plan sets out the following universal design policies:

- Public spaces, facilities, services and places of employment shall be accessible to people of all abilities.
- The Village will encourage business partners, governments, and employers on public and private lands to improve the physical accessibility of their property and facilities.
- Provide adequate designated parking for people with disabilities.

Purpose of the Committee

The purpose of the committee is to undertake and complete the scope of work set out in this policy by the spring of 2018.

Scope of Work

1. To make recommendations to Council on
 - (1) A strategy to encourage and support owners of existing public and commercial buildings in making accessibility improvements.
 - (2) A 10 year accessibility plan for Village-owned public facilities and spaces, including projects and budget estimates.
 - (3) Designated parking for people with disabilities.
 - (4) Matters referred to it by Council.
2. To make recommendation to Village staff on Village facilities, service provision, and other matters upon request.

Reporting

3. The Committee will report to the Council through
 - (a) meeting minutes, which may include recommendations to Council,
 - (b) reports, and
 - (c) consultant reports.

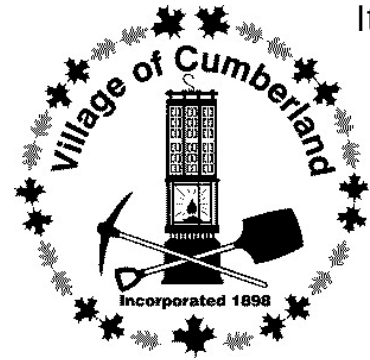
Membership

4. Council will appoint up to seven members to the committee, including
 - (a) one member of council who may not sit as chair or vice-chair,
 - (b) up to six community-at-large members, with a preference given to individuals with knowledge of accessibility-related issues as they pertain to the built environment and individuals with disabilities.
5. The members must select a chair and a vice-chair from amongst the members.
6. Representatives from local and regional not-for-profit organizations and community service organizations may attend Committee meetings as non-voting liaisons.

Procedures and Administration

7. The Committee is subject to the open meeting, conflict of interest, and procedural rules and other applicable rules under the *Community Charter* and the Council Procedure Bylaw.
8. The Committee must meet monthly on a regularly recurring day at least 5 times a year. At its first meeting and a meeting in fall each year after, the Committee must set out its schedule of meetings for the following year.
9. The Committee will have the following staff resources:
 - (1) Administrative support for
 - Scheduling and public notice of meetings
 - Preparation of meeting agendas and agenda items for discussion
 - Assistance with the preparation of work plans and budgets
 - Taking of the minutes
 - Submission of minutes to Council agenda for receipt
 - (2) Planning and support for
 - BC Building Code advice
 - Guidance on the official community plan and any zoning bylaw review
 - Provision of data and resources
10. Each year in the fall, the Commission must develop and submit to Council a work plan and budget request for the following year.

COUNCIL REPORT



REPORT DATE: February 5, 2018
MEETING DATE: February 13, 2018

File No. 0550-01

TO: Mayor and Councillors
FROM: Committee of the Whole
SUBJECT: 2018-2022 Financial Plan Committee of the Whole Report

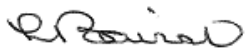
The Committee of the Whole made the following recommendations to Council regarding the 2018-2022 Financial Plan at its February 1, 2018 meeting:

RECOMMENDATION

- i) THAT Council receive the 2018-2022 Financial Plan Committee of the Whole Report.
- ii) THAT Council approve the following Committee of the Whole recommendations:
 - a) To reduce the growth contribution to the Emergency and Public Safety Reserve Fund in 2018 from \$80,000 to \$30,000, and re-allocate \$50,000 to general surplus to be set aside for 2018 projects.
 - b) To increase the *Managed Forest* assessment class ratio to 5:1 for 2018.
 - c) To increase the *Light Industrial* assessment class ratio to 3:1 for 2018.
 - d) To reduce the Utility Worker 1 staff position to 6 months in 2018 with the savings allocated to the rate stabilization fund.
 - e) To defer the 2018 budget of \$1,000 for the Affordable Housing brochure for developers to 2019.
 - f) To cut the 2018 budget of \$1,500 for the Accessibility Select Committee education/conferences in 2018 only.
 - g) To cut the Accessibility Select Committee promotions budget of \$300.
 - h) To cut the 2018 budget of \$1300 for Victoria Day parade flags
 - i) To reduce the 2018 Homelessness and Affordable Housing budget of \$1,500 for education and conferences from \$1,500 to \$500.
 - j) To reduce the heritage statements of significance budget from \$7,500 per year to \$500 per year.
 - k) To remove the 2018 Cumberland Lake Park parking project budget of \$5,000.

- l) To approve the short-term borrowing from the Municipal Finance Authority through the Equipment Financing Program in the amount of \$200,000 for the purchase of a Vactor/flusher vehicle for a five year term that must be repaid in five years.
- m) To approve the short-term borrowing from the Municipal Finance Authority through the Equipment Financing Program in the amount of \$40,000 for the purchase of a service truck for a five year term that must be repaid in five years.
- n) To approve the short-term borrowing from the Municipal Finance Authority through the Equipment Financing Program in the amount of \$219,790 for the purchase of a fire engine for a five year term that must be repaid in five years.
- o) To defer making decision on the funding request from the Cumberland Museum and Archives and work with the Society on the museum expansion and upgrades feasibility study and defining future funding.
- p) To defer consideration of funding for a Leisure Access Program to the 2020 budget process when a part-time Recreation Worker is added to staffing.
- q) To direct Recreation staff to explore grant opportunities and partnerships for free or subsidized recreation programs for adults and seniors.
- r) To investigate allocation of \$47,000 from the Parkland Acquisition Reserve Fund towards the purchase of additional parcels of land for the Cumberland Community Forest in 2018.
- s) To donate \$1,000 from Host Community Amenity funds to the Kumugwe Society for the Potlach 67-67 art showcase.
- t) To approve \$25,000 in funding toward the CVRD engineering design study for a bridge across the Inland Island Highway and that the Village not commit to any further funding for the project at this time.

Respectfully submitted,



Leslie Baird, Mayor
Chair, Committee of the Whole

COUNCIL REPORT



REPORT DATE: February 7, 2018
MEETING DATE: February 13, 2018

File No. 0640-01

TO: Mayor and Councillors
FROM: Rachel Parker, Deputy Corporate Officer
SUBJECT: 2018 Corporate Strategic Priorities, Community Consultation

RECOMMENDATIONS

- i. THAT Council receive the 2018 Corporate Strategic Priorities, Community Consultation report.
- ii. THAT Council direct that the proposed 2018 Corporate Strategic Priorities be included on the February 19, 2018 Village Hall meeting agenda for community consultation.

SUMMARY

Each year Council develops its strategic priorities in a Committee of the Whole meeting and then presents these priorities to the community for feedback. Staff is seeking direction to include Council's proposed 2018 proposed priorities on the February 19, 2018 Village Hall meeting agenda.

BACKGROUND

Council developed its proposed 2018 strategic priorities at its January 19, 2018 strategic priorities workshop. The priorities guide the Village's short and long-term corporate management and decision-making. The plan also helps to focus and coordinate the resources of the Village of Cumberland Council and staff.

Council now has the opportunity to present the proposed priorities to the community to receive feedback. This may be done by posting them on cumberland.ca and by including the priorities on the agenda of the February 19, 2018 Village Hall meeting along with the proposed 2018 five year financial plan.

The corporate strategic priorities are included in Council's annual report which is prepared each year in June.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

- Proposed 2018 Corporate Strategic Priorities

CONCURRENCE

None

OPTIONS

1. THAT Council direct staff to include the proposed 2018 Corporate Strategic Priorities on the February 19, 2018 Village Hall meeting agenda for community consultation.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Rachel Parker
Deputy Corporate Officer



Sundance Topham
Chief Administrative Officer



The Corporation of the Village of Cumberland

2018 Corporate Strategic Priorities

DRAFT January 19, 2018
File No. 0640-20

2018 Corporate Strategic Priorities

The Village of Cumberland Corporate Strategic Priorities guide the Village's short and long-term corporate management and decision-making. The primary purpose of the Corporate Strategic Priorities is to communicate the priorities of Council and the community and to focus and coordinate the resources of the Village of Cumberland Council and staff.

This plan is a living document that is used in the day to day work of the Council and staff. It will be reviewed and revised annually so that it remains relevant and current.

The 2018 Corporate Strategic Priorities were developed at a workshop held January 19, 2018. The key task of the workshop was to review, modify and revise 2017 Corporate Strategic Priorities as needed.

The 2018 Corporate Strategic Priorities include the following components:

- The Corporate Vision
- The Corporate Priorities, and
- The related timeframes.

Vision

The Village of Cumberland is a unique community. Its rich coal mining history is visible everywhere—from the heritage homes in the historic core, to the abandoned mine sites scattered throughout the surrounding forests.

Despite the challenging fiscal realities that the Village of Cumberland faces, the people of Cumberland are here because this Village offers an unmatched quality of life. They envision that Cumberland will continue to be a community vibrating with activity. Surrounded by living forests, the Village is a mecca for outdoor recreation, with opportunities for anyone who wants to immerse themselves in nature. Protected by living natural corridors, the wetlands, forested areas, lakes and streams attract a diversity of wildlife and the network of walking and biking paths attracts visitors from all over the world.

People choose to live in Cumberland for its small town friendliness and values. The core of Cumberland retains its historic look and feel. Small shops and businesses offer respite from the sameness of shopping malls and cookie cutter commercial establishments found elsewhere.

People of all ages and backgrounds greet each other on the streets. They come here for opportunity, to be part of a vibrant community that values diversity, creativity and hard work. The Village is growing. As it grows, it will embrace the best land use practices to ensure that it is a livable community. Housing will be available for all income levels. Walkability, accessibility, greenways, bikeways, opportunities for urban farming and public spaces will all contribute to continuing to make Cumberland a great place to live.

The Village of the future is managed in a sustainable and orderly fashion with full public participation. It has a thriving, resilient and diversified economy based on tourism and other industries and businesses that are compatible with community values and provide jobs to residents.

The vision for the Village is built upon the following priorities:

- Improvement and expansion of infrastructure to accommodate measured growth.
- Attainable housing.
- Village Centre rejuvenation.
- Promotion of the Village as a location for local and regional businesses.
- Recreation and tourism.
- A healthy, active and engaged citizenry of all ages and walks of life.
- Accountability and transparency.
- Protection and enhancement of natural features and functions.

These priorities will be reinforced with collective and passionate environmental stewardship and closer ties to the region.

Plan

1. QUALITY INFRASTRUCTURE PLANNING AND DEVELOPMENT

The Village of Cumberland seeks to replace and expand the utility, dedicated road and building assets of the Village in an organized and responsible fashion. The strategic goals to accomplish this priority are:

- (a) Establish an adequate and high quality source of water for the current and future residents of the Village
- (b) Develop an environmentally sustainable method of treating the liquid waste that is produced by the Village
- (c) Create a road and utility rehabilitation plan
- (d) Revitalize the historic Village commercial core
- (e) Develop an alley enhancement and maintenance strategy
- (f) Construct a new fire hall

2. COMPREHENSIVE COMMUNITY PLANNING

The Village of Cumberland seeks to move towards environmental sustainability through a broad range of means including effective land use planning, waste reduction and protection of natural resources. The strategic goals to accomplish this priority are:

- (a) Create a Perseverance Creek stewardship plan
- (b) Create an industrial land development and promotion strategy
- (c) Examine all solid waste management options, including alternative energy and integrated resource recovery
- (d) Ensure trail connectivity to regional trail networks
- (e) Develop a land management strategy for Village-owned forest lands
- (f) Develop and implement an economic development strategy

3. HEALTHY COMMUNITY

The Village of Cumberland seeks to create and improve the social, environmental and economic assets that support the health and well-being of residents. The strategic goals to accomplish this priority are:

- (a) Implement the Village Park Master Plan
- (b) Implement the Coal Creek Historic Park master plan
- (c) Implement the Lake Park Master Plan
- (d) Implement the Cemeteries Master Plan

- (e) Implement the Cumberland Recreation Renovation Study
- (f) Support tourism through parks and recreation, heritage, and environmental conservation
- (g) Implement the Affordable Housing Implementation Framework
- (h) Explore BearSmart Program
- (i) Continue to work with local governments to address air quality issues
- (j) Develop a public art policy

4. CLIMATE CHANGE

In addition to being carbon neutral, the Village of Cumberland seeks to advance itself as a sustainable community now and for the future by addressing climate change. The strategic goals to accomplish this priority are:

- (a) Reduce corporate greenhouse gas emissions
- (b) Promote active transportation
- (c) Explore eco-asset management
- (d) Investigate alternative energy options

5. EFFECTIVE COMMUNICATION, ADMINISTRATIVE, FINANCIAL AND SUPPORT SERVICES

The Village of Cumberland seeks to promote transparency and an easy flow of information both within the corporation and between the corporation and the public and to deliver effective services to the community for the benefit of its citizens, businesses and visitors. The strategic goals to accomplish this priority are:

- (a) Maintain an ongoing civic engagement process
- (b) Use new and emerging technologies for internal and external communications
- (c) Review the business licence scheme
- (d) Implement a reserve fund policy

Timeframe

Long Term Priorities (up to ten years):

- Create a Perseverance Creek stewardship plan
- Implement the Village Park Master Plan
- Implement the Lake Park Master Plan
- Implement the Cemeteries Master Plan
- Implement the Cumberland Recreation Renovation Study
- Reduce corporate greenhouse gas emissions
- Promote active transportation
- Investigate alternative energy options
- Maintain a civic engagement process

Medium Term Priorities (within four years):

- Establish an adequate and high quality source of water for the current and future residents of the Village
- Develop an environmentally sustainable method of treating the liquid waste that is produced by the Village
- Create a road and utility rehabilitation plan
- Revitalize the historic village commercial core
- Construct a new fire hall
- Create an industrial land development and promotion strategy
- Examine all solid waste management options, including alternative energy and integrated resource recovery
- Ensure trail connectivity to regional trail networks
- Implement the Coal Creek Historic Park master plan
- Support tourism through parks and recreation, heritage, and environmental conservation
- Implement the Affordable Housing Implementation Framework
- Explore BearSmart Program
- Continue to work with local governments to address air quality issues
- Develop a public art policy
- Explore eco-asset management
- Use new and emerging technologies for internal and external communications

Short Term Priorities (by the end of 2018):

- Develop an alley enhancement and maintenance strategy
- Develop a land management strategy for Village-owned forest land

- Develop and implement an economic development strategy
- Review the business licence scheme
- Implement a reserve fund policy

Draft

Implementation

The Village of Cumberland has laid a solid foundation for its Corporate Strategic Priorities. A number of steps should follow to move the actions/initiatives/projects forward.

Council review and adoption

Council will review the draft strategic priorities, seek community input and once satisfied consider adoption of the priorities.

Identify required resources

Council will direct staff to detail any significant resources necessary to carry out each of the actions/projects/initiatives and identify the lead personnel responsible for the action/initiative.

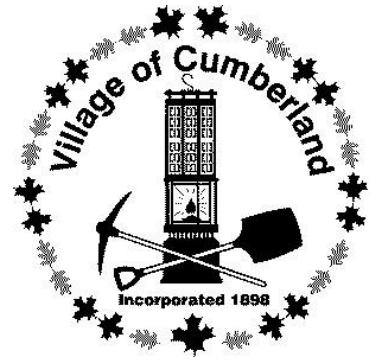
Progress Updates

The Chief Administrative Officer will provide progress updates to Council on the status of the actions outlined in this Corporate Strategic Priorities. Further, reports to Council will, where appropriate, provide references to the Corporate Strategic Priorities.

Annual Renewal of the Plan

Each year the Council and senior staff will hold a workshop to review the progress and implementation of the current plan. The workshop will also enable the Council and staff to update, adjust and renew the plan to reflect the priorities and actions required for the next one to four years.

COUNCIL REPORT



REPORT DATE: February 6, 2018

MEETING DATE: February 13, 2018

TO: Mayor and Council

FROM: Rob Crisfield, Manager of Operations

SUBJECT: Recycle BC Contract Extension Request

RECOMMENDATION

1. THAT Council receive the Recycle BC Contract Extension report.
2. AND THAT Council approve the extension of the Recycle BC (formerly MMBC) Master Services Agreement in the form of Change Order #1 as attached;
3. AND THAT Council authorize the Chief Administrative Officer to execute Change Order #1.

SUMMARY

The Village of Cumberland entered into a Master Services Agreement with Recycle BC (formerly MMBC) back in late 2013 that expired in March of 2015, and was subsequently extended to March 31 of this year. Staff were about to commence work on negotiating a new term when Recycle BC notified the Village of a request from them to extend the current agreement until the end of November. Many other local governments have contracts that expire at the end of November and this extension will realign us with them, at which time a new agreement will be rolled out that will reflect some changes and updates.

BACKGROUND

The Recycle BC program was developed to make producers of Packaging and Printed Paper (PPP) responsible for the collection and recycling of these products, and to meet the recycling regulations set out in the Provincial Environmental Management Act. The Village of Cumberland along with many other local governments in BC signed on with Recycle BC and are being financially compensated for the collection, advertising, and administration of residential PPP products. Last year the Village received a total of \$56,257 in funding from the Recycle BC stewardship program.

Overall, the agreement with Recycle BC has gone well. One of the concerns brought forward in 2013 by the Council at the time was the penalty clauses built into the agreement, including penalties for contamination greater than 3%. Sampling done in 2017 by Recycle BC shows that the Village has a contamination rate of 6.9%, but the Village has not received any fines/penalties associated with this contamination level.

This year the plan is to utilize funds received from Recycle BC to help educate residents on what stays in and what stays out so we can reduce this number and try to achieve the 3% target. The penalty clauses incorporated into the agreement are to assist Recycle BC in dealing with participants in the PPP stewardship program who refuse to work towards meeting the service level terms set out in section 3.4 of the Statement of Works.

Village staff spoke with Recycle BC about a new term beyond November 30th but were informed that a new agreement is being developed and ready for roll out in November, and therefore we only have one option until then, which is the extension of the current agreement. The new agreement that will roll out in November will incorporate some updates and improvements, some of which have been reflected in newer agreements with local governments that more recently signed on with the PPP stewardship program, such as the Town of Comox. Prior to November 30th staff will bring a report to Council summarizing the changes and improvements to the new agreement and seek direction on how Council wishes to proceed.

For now though, staff is recommending that the Village enter into agreement with Recycle BC for the extension of the current Master Services Agreement to November 30, 2018 by executing Change Order No. 01.

FINANCIAL IMPLICATIONS

As no changes are proposed with this agreement extension, the Village will continue to receive funds, as defined in the current agreement with Recycle BC for the curbside collection of residential recycling materials.

OPERATIONAL IMPLICATIONS

No operational implications pertaining to this report are anticipated.

STRATEGIC OBJECTIVE

Examine all solid waste management options, including alternative energy and integrated resource recovery.

ATTACHMENTS

- Recycle BC - Change Order No. 01
- Current Master Services Agreement & associated attachments

CONCURRENCE

Michelle Mason, Financial Officer



OPTIONS

1. Council approve the extension of the Recycle BC (formerly MMBC) Master Services Agreement in the form of Change Order #1 as attached.

2. Any other action deemed appropriate by Council.

Respectfully submitted,



Rob Crisfield
Manager of Operations



Sundance Topham
Chief Administrative Officer

Change Order #01

This Change Order (the “**CO**”) is made effective as of January 23, 2018 (the “**Effective Date**”) and forms part of and is subject to the Master Services Agreement between MMBC Recycling Inc. carrying on business as Recycle BC (“**MMBC**”) and The Corporation of the Village of Cumberland (“**Contractor**”) dated November 30, 2013, including any Statements of Work made thereunder (the “**Agreement**”).

1. INTERPRETATION

- 1.1 Definitions. Capitalized terms not defined in this CO will be defined as set out in the Agreement.
- 1.2 Change Order. This CO is made pursuant to section 2.2 of the Agreement to implement a Change and this CO will, from and after the Effective Date, be read and construed along with the Agreement and be treated as part thereof, and for such purposes and so far as may be necessary to effectuate the terms and conditions of this CO, the Agreement will be regarded as being hereby amended and supplemented. Except as so amended and supplemented by the foregoing, all other terms and conditions of the Agreement will continue to apply and the Agreement will remain in full force and effect.

2. CHANGES TO SERVICES

- 2.1 Section 4 – SOW Term of the Statement of Work for Curbside Collection Services Provided by Local Government dated April 1, 2015 under the Agreement is hereby deleted and replaced with the page attached as Attachment A to this CO.

3. FEES AND PAYMENT TERMS

Except as may be reflected in a replacement page referenced in Section 2 above, this CO makes no changes to the Fees or payment terms of the Agreement.

4. OTHER TERMS

- 4.1 Governing Law. This CO 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.
- 4.2 Counterparts and Electronic Execution. This CO 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 CO by any party by electronic transmission will be as effective as delivery of a manually executed copy of this CO by such party.

(Signature page follows.)

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

MMBC RECYCLING INC.

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 Change Order, Contractor and the first signatory represent that no additional signatories are required).

Attachment A

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until November 30, 2018. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

RECEIVED

JAN 29 2014

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 its 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

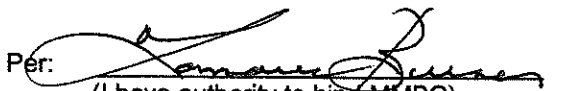
or to such other address as may be designated by notice given by either party to the other.

- 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: TAMARA BURNS
(Please Print)

Title: VP National Supply Chain

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per: 
(I have authority to bind Contractor)

Name: Leslie Baird
(Please Print)

Title: Mayor

Per: 
(I have authority to bind Contractor)

Name: Sundance Topham
(Please Print)

Title: Chief Administrative Officer

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."
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. Intentionally omitted.

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.

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 April 1, 2015.

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 no additional cost to MMBC, ensure Customers have access to reusable Containers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Containers 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.

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.

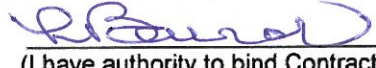
MULTI-MATERIAL BC SOCIETY

Per: 
(I have authority to bind MMBC)

Name: TAMARA BUEUS
(Please Print)

Title: V.P. National Supply Chain

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per: 
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: Leola Baird, Mayor

Per: 
(I have authority to bind Contractor)

Sundance Topham, Chief Administrative Officer
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 1,439; 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.

COUNCIL REPORT



REPORT DATE: February 6, 2018

MEETING DATE: February 12, 2018

TO: Mayor and Councilors

FROM: Leah Knutson, Manager of Recreation

SUBJECT: January 2018 Recreation Department Report

RECOMMENDATION

That Council receive the January 2018 Recreation Department Report for information.

Administration

- Attended the BC Recreation Foundation's Senior Recreation Administrators Workshop in Harrison January 10 – 12, 2018
- Working with senior staff on reviewing and revising the waivers and consent forms for the recreation programs and climbing wall.
- Worked with the senior management team on the 2018 Budget.
- Attended the Strategic Planning Committee of the Whole Meeting on January 19
- The practicum student from University of Alberta's Faculty of Kinesiology, Sport and Recreation started on January 8th. Management and staff have been working with her to get many projects completed that would have otherwise not been able to be accomplished - for more details see the Recreation Coordinators attached memorandum.

Facilities

- Public works installed the new water saver shower heads in the recreation centre change rooms. While doing the work, they found that the pipes were rotting in the wall so some temporary measures were taken to fix and patch the issue.
- New gender neutral and accessible washroom signage was installed.
- Attended the CVRD Development Permit meeting for the Lake Park washroom project – the DP was passed.
- Worked on the Request for Quotes document for the Cumberland Recreation Centres accessible washrooms renovation project funded in part by the Rick Hansen Foundation.

Programs and Events

- Worked with the Recreation Coordinator on various projects

- Facility Rental agreements: Heritage Fair, Washoe tournament, Art Expo, Riptide Gala Dinner, BC Bike Race, Lantern Festival, Victoria Day Long Weekend Events

See attached Memorandum from the Recreation Coordinator.

Parks

- Worked with the Outdoor Recreation Coordinator on various projects
- Park use permits: Lantern festival, Snow to Surf, Victoria Day Long Weekend Events, UROC Races, The Cumby, BC Bike Race

See attached Memorandum from the Outdoor Recreation Coordinator.

OPERATIONAL IMPLICATIONS

None

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

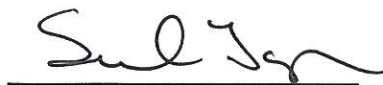
OPTIONS

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

Respectfully submitted,



Leah Knutson
Manager of Recreation



Sundance Topham
Chief Administrative Officer



Corporation of the Village of Cumberland

Memorandum

DATE: Feb 1, 2018
TO: Leah Knutson, Manager of Recreation
FROM: Genevieve Burdett, Recreation Coordinator
SUBJECT: January 2018 Recreation Programming Report

BACKGROUND

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

PROGRAMS

- The 2016 census data shows that the population of Cumberland grew by 10.4 per cent over the past five years. During this same time period, student enrolment at Cumberland Community School has increased by 25%. As a result, demand for recreation and afterschool programs continues to grow at Cumberland Recreation.
- The purchase of competition kettlebells means increased variation in existing fitness classes plus the creation of a new kettlebell class. Cumberland Recreation now offers TRX, kettlebell, dumbbell, bodyweight and spin for a full range of fitness classes.
- Cumberland Recreation offers a variety of free programs including ValleyDads Night out, Valley Families, Parent & Tot Gym time and, most recently, Youth Open Gym.
 - ValleyDads Night Out: took place on Wednesday Jan 29th. This is a free program for dads/caregivers and their kids that is sponsored by Success by 6, LUSH Valley, Valley Child and the United Way. Approximately 16 children and 15 dads/caregivers attended.
 - Valley Families: took place on Saturday January 20th. This is a free event for parents/caregivers and their kids sponsored by Success by 6, LUSH Valley, Valley Child and the United Way. Over 50 children and 27 parents/caregivers attended this event.
 - Parent & Tot Gym time: is a free, by donation program offered twice a week by Cumberland Recreation. This popular program welcomes around 40 children and adults/caregivers each day it runs.

- Youth Open Gym: is a new program, for ages 10 to 15 years, that started in January. This is a free program with a facilitator, that is supported by Comox Valley Community Foundation.

GRANTS

- Cumberland Recreation received \$925 from the Government of British Columbia to offer a free Family Day Rock Climbing and Gym Time event on Sunday Feb 11th from 12 – 4 pm. The event will include snacks, crafts, toys and free climbing.
- A Canada Summer Jobs grant was submitted in order to receive financial assistance to hire Summer Camp Leaders.

COOP STUDENT PROJECTS

- VIHA Community Wellness grant application
- development of the following programs: Early years dance, beginner ballet, gyrokenisis, and an art night
- Facebook posts and marketing of recreation programs
- volunteer recruitment at high schools
- development of lesson plans and schedules for spring and summer camps

COMMUNITY EVENTS SPONSORSHIP

- Letters were sent this month to local businesses requesting sponsorship for this year's community events: Easter Egg Hunt, free kids races and activities and May Queen Luncheon during the Victoria Day Long Weekend Celebrations, Halloween Parade and Boo-B-Q as well as Christmas in the Village. The money collected will be divided between the four events and sponsoring businesses will receive advertising at all four events at the sponsorship level they chose.

UPCOMING EVENTS

- Sunday Feb 11 – Family Day Rock Climbing and Gym Time
- Saturday, Feb 17 – BCRPA High Five Training
- Saturday Feb 17 – Lantern Festival
- Saturday Feb 17 – Heritage Festival
- Friday Feb 23 – Washoe Tournament
- Friday Feb 23 – Art Expo

Respectfully submitted,



Genevieve Burdett

Recreation Coordinator



Corporation of the Village of Cumberland

Memorandum

DATE: February 6, 2018
TO: Leah Knutson, Manager of Recreation
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: January 2018 Parks and Outdoor Recreation Report

BACKGROUND

This report provides a synopsis of ongoing parks and trails projects and tasks in Cumberland.

1. Trails:

- Met with UROC, Comox Valley Road Runners, trail running race organizers and the Cumberland Community Forest Society on trail planning issues and opportunities for future collaboration.
- Trail maintenance and clean up after major weather events.
- Orchard Park trail assessment, repairs and evaluation of future works, in conjunction with Public Works.
- Continued work on Two and a Juice.
- Hazard tree removals (an alder came down on the bridge on the Wellington Colliery Trail near No. 1 Japanese Town; fortunately no damage was done).

2. Liaised with the Comox Valley Regional District on the Royston to Cumberland Trail and specifically the feasibility of a Highway 19 pedestrian bridge.

3. Village Park Water Park: application submitted to Tire Stewardship of BC Community Grant program for funding to resurface water park with pour in place surfacing.

4. Cumberland Lake Park:

- New vault toilet at the boat launch constructed (100% funded by CVRD).
- The crumbling retaining walls in the picnic area have been decommissioned and site has been regraded, eliminating the need for retention infrastructure.
- Four new bear-proof garbage/recycling bins installed (50% funded by CVRD).
- Eight new picnic table bases on order.
- A facility condition assessment was completed for the group campsite dock and it has been determined that the facility is no longer safe for public use due to structural decay and damage. Plans are now being made to have the facility decommissioned prior to the upcoming operating season. Staff will liaise with the park operator on the implications of this service level decrease on future park operations.

- Request for Proposal issued for construction of a Park Information Kiosk.
 - Met with Comox Valley Regional District Water Services Department to discuss partnership opportunities for Lake Park Improvements and watershed protection. CVRD is evaluating options for vessel restrictions and will be responding to Village staff on their preferred approach in the coming months.
5. Coal Creek Historic Park - No. 1 Japanese Town Improvements: planning and preparation for upcoming site improvements, including working with the Cumberland Museum and Archives on site interpretive signage.
 6. Coal Creek Historic Park Disc Golf Course: met with new Coal Creek Historic Park Disc Golf Course representative from the Comox Valley Disc Golf Club Council to discuss course management issues and future improvements.
 7. Cumberland Community Forest Society:
 - Liaised with CCFS representatives on 2018 proposed land acquisitions.
 - Planning process for revised and updated Cumberland Community Forest Society Management Plan has been postponed until 2018 acquisitions are made and subsequent covenants are registered, after which the planning process will proceed.
 8. Continue to liaise with Rotary Club of Cumberland Centennial on the preparation of a Stewardship Agreement for Orchard Park. More information on this initiative will be brought forward to Council in the near future.
 9. Worked with content coordinator from the Mountain Bike Tourism Association on updates to the Cumberland page on MountainBikingBC.ca.

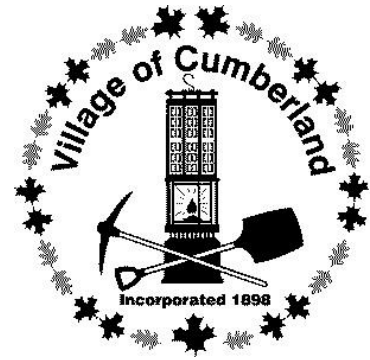
Respectfully submitted,



Kevin McPhedran

Parks and Outdoor Recreation Coordinator

COUNCIL REPORT



REPORT DATE: January 31, 2018
MEETING DATE: February 13, 2018

TO: Mayor and Councilors
FROM: Mike Williamson, Fire Chief / Manager of Protective Services
SUBJECT: Protective Services Report, January 2018

RECOMMENDATION

THAT Council receive the Protective Services Report, January 2018.

SUMMARY

Incidents for January responses

Response Type	
Fire	8
Rescue	0
First Responder	5
Motor Vehicle Incident	8
Duty Officer	3
Total Monthly	24
Total 2018	24

BACKGROUND

Off to another busy year with a consistent number of responses. We had eight fire related calls, which seems high for the month but were small in nature. There were two minor chimney fires and one large car fire. Others were minor call-outs, false alarms, and wires down. Fire calls this time of year can be very serious as there is a lot of energy being used to heat homes. Motor Vehicle Incidents are up; this happens when road conditions change. We have had ice, snow, and rain in January. Injuries have been minor.

Probationary members have been doing great. They have pagers now and are trained enough to start riding the Engines and participate in rescue. They just completed their FR training (36

hours) and all passed the Red Cross exams. Unfortunately we have lost one trainee to work commitments, but we have two new applications this month. Hopefully these new people will sign on and we will receive a few more of them to start for 2018. We are continually looking for new members to keep training and keep our membership up, as every year we have members leave. Long-time member Peter Aitken has 30 years this year, but is leaving as he just cannot find the time with work commitments.

Have received our ESS grant, we will start working on purchasing the supplies with the funds.

Will be putting on a Rapid Building Assessment course this month in the Firehall. There will be firefighters and some village crew partaking. This course will give us some tools to rapidly assess buildings in the event of an earthquake. We will be able to assess if the buildings are safe for occupancy, or if residents must vacate to a safe area. There are only a few of us that have had this training, so this will increase the number of trained personnel to accomplish these tasks. I have 12 firefighters and five village personnel signed up for the training.

We have been working on a new set of operation guidelines, inspections and fire safety plans. These are ongoing department procedures that are continually in development to make us more effective, ensure safety, and firefighters safer village more secure.

We are working on the New Pumper RFP, and will hopefully have that ready by March.

We have been placing ads in the paper and on our website and Facebook, looking for new members. We have three new ones signed up. We could use more and will continue to place ads.

Membership

Regular Members	23
Junior Members	2
Probationary Members	4
Pending Applications	2
Total	31

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

CONCURRENCE

None

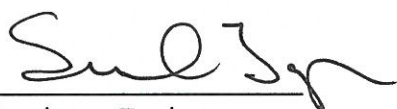
OPTIONS

1. THAT Council receive the Protective Services Report, January 2018.
2. Any other action deemed appropriate by Council.

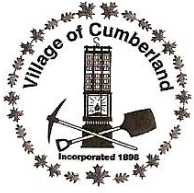
Respectfully submitted,



Mike Williamson
Fire Chief/ Manager of Protective Services



Sundance Topham
Chief Administrative Officer



The Corporation of the Village of Cumberland

Bylaw Enforcement Report

Date: Feb 12, 2018
To: Mike Williamson, Manager of Protective Services
From: James Abrams, Bylaw Enforcement Officer
Re: January 2018 Bylaw Enforcement Summary Report

Please find below a summary of complaints and issues handled in January 2018 by Village Bylaw Enforcement.

Animal Control

With the increase in warm days, there has been an increase in dog issues: increase in dog attacks, dogs off leash and lost/found dogs.

Signs of a bears (prints and other) were witnessed by staff in the heart of Cumberland the week of January 30th.

Traffic/Parking

The removal of previously identified uninsured vehicles continues. I continue to find new vehicles without valid insurance or without plates displayed.

Illegal parking and poor parking habits continue to be a challenge. Parking issues in the alleys are a challenge as the actual alley ways have shifted over time from their actual locations. As the village is receiving more alley complaints these are being time consuming often-requiring finding surveys to confirm locations before actions are taken.

Parking complaints remain at a consistent level overall.

Kendal Avenue continues to be an issue with people parking on the south side of the road. I am working to fill in gaps where no parking signs have been illegally removed.

Noise

Only a slight increase in noise complaints in the month of January.

Garbage

Illegal dumping continues to be an issue. Multiple dumps were found along Bevan road.

Garbage collection: The Village continues to find garbage placed out on the curb the night before collection day on every patrol. On January 16 the Village had a seasonal high (going back to start of patrols in May) offender rate of five offences found.

The Village will continue its practice of ticketing those who do not properly secure their solid waste or put their solid waste out early (including garbage, organics and recycling).

Zoning

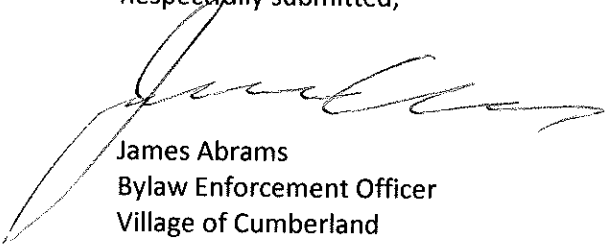
The Village has received few zoning complaints. The Village is investigating and following up on illegal businesses due to zoning. These are mostly illegal vacation rentals.

Miscellaneous

WildSafeBC application for a Community Coordinator has been submitted and received by WildSafeBC for review and processing. The deadline for applications was February 3.

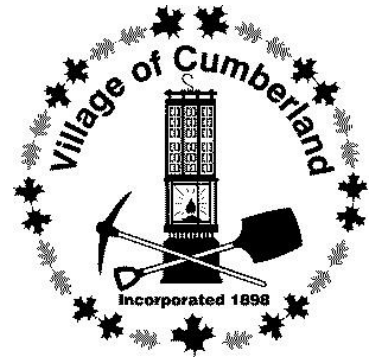
The Village received complaints about snow clearing on sidewalks. These are being discussed and worked on appropriately.

Respectfully submitted,



James Abrams
Bylaw Enforcement Officer
Village of Cumberland

COUNCIL REPORT



REPORT DATE: January 5, 2017
MEETING DATE: January 13, 2017

TO: Mayor and Council
FROM: Rob Crisfield, Manager of Operations
SUBJECT: January 2018 – Operations Department Report

RECOMMENDATION

THAT Council receive the January 2018 – Operations Department Report for information.

SUMMARY

January 2018 – Operations Department Report

BACKGROUND

Staff Report on Recent Activities undertaken by the Planning Department, Public Works Department and by the Manager of Operations.

Manager of Operations Activities

Water System Improvements

Update on the surface water supply improvements include the following:

1. Received the 95% detailed design drawings at the end of the month and will start the review process in early February. Staff are also working with the consultant and BC Hydro on a service upgrade at the bottom of Derwent Avenue. The aim is to have tender drawings ready mid to late March. Staff will be bringing a report to Council for information once we have more details on the design for both the reservoir and treatment building so Council can get a feel for the look of the treatment and reservoir facilities and their locations.
2. The water supply main twinning project is now complete and has moved into the one-year maintenance period.
3. A request from the Village to extend the Clean Water & Wastewater Fund grant deadline from March 31, 2018 to March 31, 2019 was approved by the province.

Cumberland & Bevan Roads Design Work

Nothing new to really report at this point. Staff are waiting to get an official start date and schedule from the contractor for the completion of the roadwork and landscaping.

No. 2 Dam Pre-Design

An initial meeting was held with the design team and the Dam Safety Officer. Staff will continue to work with and support the pre-design process, and provide Council with updates as the options analysis takes place.

Sutton Road Pathway Corridor

The tender for this project has been awarded to Edgett Contracting. The project will commence early spring and last approximately eight weeks.

Other Work

- Continue to work on land options for a future public works yard.
- Ongoing efforts to support the Liquid Waste Management Plan process.
- 2018 capital and operating budgets.
- Assisting the Fire Chief with increasing the height of one fire hall bay door and a short-term fix to address the structural issue we discovered on the adjacent bay door. Staff have engaged a structural engineer to complete a design for this work and staff have included a budget figure for consideration in Council's 2018 budget.
- Alley Enhancement Study data support and report review.
- Starting to review the Solid Waste Collection Contract that expires at the end of March. A report will be coming forward to Council in the near future.
- Working with Recycle BC on a request from them to extend our current contract to the end of November. A report will be coming to council on February 13th.
- Spending time when I can on updating our Pavement Management Plan.
- Developing job descriptions for the Utility Person 1 and Utility Person 2 job positions.
- A lot of development related meetings & discussions and drawing review.
- CWWF grant reporting, Federal Wastewater Reporting, Island Health update on watershed activities as well as an update on our surface water supply improvement projects.

FINANCIAL IMPLICATIONS

None

OPERATIONAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

1. Planning Report for November 2017
2. Public Works Report for November 2017

CONCURRENCE

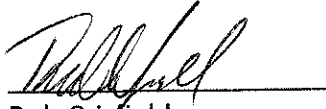
None

OPTIONS

1. Receive this report for information.

2. Any other action deemed appropriate by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rob Crisfield", written over a horizontal line.

Rob Crisfield
Manager of Operations

A handwritten signature in black ink, appearing to read "Sundance Topham", written over a horizontal line.

Sundance Topham
Chief Administrative Officer



Corporation of the Village of Cumberland

Memorandum

DATE: February 7, 2018
TO: Rob Crisfield, Manager of Operations
FROM: Judy Walker, Senior Planner
SUBJECT: Planning Report for January 2018

OCP AMENDMENTS & REZONINGS

None in the works

DEVELOPMENT PERMITS

1.	2015-02-DP Carlisle Lane Phase 2: DP issued on April 27, 2015 for Phase 2 of the PDA at Carlisle Lane for 17 lots. Permit granted. Outstanding Issues: planting trees, spring 2018.	
2.	2015-03-DP Coal Valley Estates (blasting & fill): Outstanding Issues from DP conditions: 'Pre-clearing' nest survey shall be conducted for endangered species.	
3.	2016-01-DP 4616 Cumberland Road: DP issued to replace existing building with prefab steel building. Awaiting the following conditions to be met before granting. Building shall have Dark Sky lighting; sheltered, secure bicycle parking; electric plug in ready; and the Owner shall provide a stormwater report. 27Jul17: Letter sent to Owner.	
4.	2016-02-DP Trilogy Lots 3a, 3b, 3c 2016-03-DP Trilogy Lots 4, 6, 10b, 11 2016-04-DP Trilogy Lots 7, 9a, 10b 2016-05-DP Trilogy Lots 8a, 8b	Applications received for initial subdivision. Peer review completed. APC recommendations to go to Committee of the Whole on February 15, 2018. Anticipate Council consideration on February 26, 2018.
5.	2017-03-DP 2799 Derwent Street: Application received for a Residential Infill Development Permit for a new Accessory Dwelling Unit. Council conditionally approved permit on April 10, 2017. Awaiting conditions (landscape plan) to be met before Permit can be granted.	
6.	2017-04-DP CVE Phases 7 & 8: Application for 32 and 27 lot subdivision. Council conditionally approved permit on May 8 th , 2017. Awaiting conditions to be met before Permit can be granted.	
7.	2017-06-DP 2752 Allen Avenue: Application received for a Residential Infill Development Permit for a new Accessory Dwelling Unit. Permit conditionally approved by Council on June 12 th . Awaiting conditions (landscape list and costing) to be met before Permit can be granted.	
8.	2017-07-DP 3244 Sutton Road: Application has been received for an Environmentally Sensitive Protected Area Development Permit to allow a two lot subdivision. APC recommendations to be considered by Council on February 13, 2018.	

DEVELOPMENT PERMITS	
9.	2017-10-DP Stoneleigh Station: Application received for 84 unit multi-family phased strata development. Council approved DP on December 8, 2017, DP granted on January 22, 2018.
10.	2017-13-DP Coal Valley Estates Water Transmission Line: Application received for the construction of a water line through the south part of the CVE property. Peer Review complete. Staff report to Council Feb 13, 2018.
11.	2017-14-DP Stage Coach: Application received for road works. Peer Review in process
12.	2017-15-DP 2798 Ulverston Residential Infill DP: Application received for new ADU. Outstanding items to be received before processing can begin.
13.	2018-01 DP 3699 Bevan Road: Comox Valley Waste Management Centre: Application for two recyclables storage building received. Neighbourhood meeting held.
HERITAGE ALTERATION PERMITS	
1.	2015-01-HAP 2692 Dunsmuir Avenue (Waverley): Legal action on outstanding Issues from HAP: Lighting spillage; No enclosed garbage and recycling area; Parking lot: No pavers, no lines, no HC, no electric vehicle hookup; No rooftop screening of mechanical equipment. Staff met with owner.
3.	2016-02-HAP Riders Pizza: Application received on May 13, 2016. Council granted Permit on June 27, 2016. Outstanding conditions: Sheltered and secure bicycle parking.
4.	2016-03-HAP 2781 Dunsmuir Avenue : Application received September 9, 2016. Permit granted by Council on June 12 th . Outstanding conditions: SRW in lane required.
5.	2017-01-HAP Cumberland Brewing Company, 2732 Dunsmuir: Application received August 11, 2017 for a covered canopy over the patio. Council granted permit October 10, 2017. Outstanding condition: highway encroachment agreement for canopy over sidewalk
6.	2017-03-HAP Cumberland Brewing Company, 2730 Dunsmuir: Application received Oct. 18, 2017 for façade renovations. Council granted on Dec. 11, 2017. Outstanding conditions: Highway Encroachment Agreement for replacement canopy
7.	2018-01 HAP & DVP 2727 Dunsmuir Avenue: Application received for small apartment units over commercial. Applicant's neighbourhood meeting TBA.
DEVELOPMENT VARIANCE PERMITS	
1.	2016-04-DV 2613 Dunsmuir Avenue : Application received to vary lot line setbacks, height, and lot coverage for an existing single family dwelling and proposed accessory building. Consent Order signed by Owner. In process.
2.	2018-01-DV 3268 Fifth Street : Application received to vary rear and left side lot lines to permit an addition to an existing single family dwelling
SIDEWALK CAFÉ PERMITS (approved by Manager of Operations)	

	New applications in 2018, none yet	
SUBDIVISION		
1.	Carlisle Lane Phase 2: 16 lots Design Stage Approval granted August 2, 2016. Final Approval granted	Maintenance Period Ends June 19, 2018
2.	Coal Valley Estates Phase 6: 27 Lots Final Approval granted, subdivision registered.	PLR expires on February 28, 2018
3.	2639 Penrith Avenue: 4 lots DSA granted August 2, 2016. Final Approval granted January 22, deficiencies have been completed except some landscaping. Requires P.Eng certification inspection to begin Maintenance Period.	Maintenance Period Ends _____
4.	3376 Mill Street: 2 lots PLR granted. Final Approval granted January 22. Deficiencies completed, Maintenance Period begins.	Maintenance Period Ends September 28, 2018
5.	Maple Street: 12 lots PLR granted. Discussions with applicant regarding land clearing activities.	PLR expires on July 17, 2018
6.	2017-01A-SV Coal Valley Estates – Phase 7 (34 lots) PLR granted	PLR Expires October 9, 2018
7.	2017-01B-SV Coal Valley Estates – Phase 8 (22 lots) PLR granted	PLR Expires October 9, 2018
8.	2017-03-SV 3216 Sutton Road (2 lots + remainder) Staff review while waiting for ESA DP	Application received February 7, 2017
9.	2017-04-SV Carlisle Lane Phase 3: 8 lots DP granted, PLR granted	PLR Expires July 30, 2018
10.	2017-05-SV 2903&2905 Penrith Avenue Existing house on the lots, awaiting removal.	Application received April 10, 2017
11.	2017-06-SV 2817 Ulverston Avenue 2017-07-SV 2815 Ulverston Avenue Each 2 lot strata. Council consideration anticipated for February 26, 2018.	Application received April 24, 2017
12.	2017-08-SV CVE Off Site Works in an ROW Watermain Transmission Line Twinning (Works on Sutton, Egremont, Penrith). Approval for construction.	Application received November 17, 2017
13.	2017-09-SV 2641 Penrith Avenue 2 lots. PLR granted, working on Final Approval	PLR expires June 21, 2018

SUBDIVISION						
14.	2018-01-SV Trilogy Lots 3a, 3b, 3c 2018-02-SV Trilogy Lots4, 6, 10b, 11 2018-02-SV Trilogy Lots7, 9a, 10b 2018-02-SV Trilogy Lots 8a, 8b		Application received January 12, 2018 Applications received for initial subdivision. Need DP's			
OTHER						
1.	Provided verbal and written responses to enquiries on potential land use and development proposals. Meet with public to confirm conformity of land use with Village bylaws. Referrals from other local governments and agencies.					
2.	Trees on public property: dealing with public's concerns for potential hazardous trees; coordinating arborist reports, pruning/removal, liaison with adjacent owners.					
BUILDING PERMITS						
Provided advice/information on-Building/Plumbing Permits, prepared and kept forms and statistics, and processed Building/Plumbing Permit applications for plan check by Building Inspector.						
	To 31 January 2016		To 31 January 2017		To 31 January 2018	
Single Family Dwellings	0	0	0	\$11,914,198		
Secondary Suite Conversions	No data		1	\$5000		
Accessory Dwelling Units	No data		1	\$200		
SFD Addtns & Reno's	1	\$7500	0	0		
Duplex	No data		0	0		
Multi-family	No data		0	0		
Residential Accessory	0	0	0	0		
Industrial	0	0	2	\$440,000		
Commercial			0	0		
Institutional	0	0	0	0		
Demolition	0	0	0	0		
Totals	1	\$7500	4	\$445,200	0	0
BYLAWS IN PROCESS						
1.	Pesticide Use Control Bylaw Repeals Bylaw 838		Met with CVRD contractor for 2017 program. New bylaw in process and aiming for adoption by March 2018.			
2.	Building Bylaw ReWrite		Required as per the new <i>Building Act</i> and the STEP Code. First report on the STEP Code to Council anticipated February 2018.			
3.	Development Procedures and Fees Bylaw No. 1075, 2018		Fees review from the 2014, additional processing, and housekeeping, anticipated Council review late February.			
PROJECTS						
3.	Statements of Significance (SOS): Consultants retained to assist with required SOS. Met with Heritage Commission for SOSs workshop on Dec. 18, 2017 – Camp Road Neighbourhood, Illo Theatre, Saito House, Chinatown and the Cumberland Cemetery SOS's will be completed in late February 2018.					

4.	Japanese-Canadian Historic Places Recognition Project: Nominations for No. 1 Japanese townsite and Japanese Cemetery has been selected by Province. Staff to clarify the selected submissions by the Village.
5.	Cumberland Road Entrance Landscape: Bylaw approved by Council. Property owners in discussion as to implementation strategy.
6.	Egremont Park Master Plan: Development of the master plan in-house in the future. Currently settling individual concerns on a case-by-case basis.
7.	Trespass issue: Staff working with Hyland Precast on significant historical trespass onto parkland. Staff and Hyland met on site Nov 29, 2017. Now have survey showing extent of trespass. Staff report to Council regarding strategy and negotiations to resolve the issue.
8.	Bike Parking/Parklet on Dunsmuir: Staff and Bike Park Project committee to review project at end of the season. Structure removed and meeting with committee in February 2018.
10.	Street Tree Replacement Plan: Planting is complete for 2017. Remaining trees to be replaced in Spring 2018.
11.	Cumberland Enhancement Study (June 2008): Update plan to include rainwater management options, bike parking platform project, and review of bike parking in the Village.
12.	Eighth Street Subdivision Trees: Staff receiving concerns on tree canopies and roots. Letter to all owners regarding pruning and root barriers to be mailed in February 2018.
13.	Urban Tree Management Strategy: Staff developing outline for project in 2018. Policy for trees on public land regarding care, maintenance and removal, based on MIA recommendations, to be included in strategy, pending budget outcome.
14.	Cannabis Legalization Strategy: Staff attended legal webinar for cannabis regulations for municipalities. Staff Report to Council to follow.
15.	Saito House Report: Review short-term lease/rental & long term options: report to Council
16.	Cumberland United Church: Staff report on process and implications of Heritage Designation to Council Feb. 13, 2018.
COMMISSIONS & COMMITTEES	
1.	Heritage Commission: Next scheduled meeting Monday March 5, 2018 at 5:30pm
2.	Advisory Planning Commission: Next scheduled meeting Tuesday March 6, 2018 12:15pm.
3.	Homelessness & Affordable Housing Select Committee: Next scheduled meeting, February 21, 2018 9am.
4.	Accessibility Select Committee: Next scheduled meeting February 20, 2018 6:30pm.

Respectfully submitted,


Judith Walker, Senior Planner



Corporation of the Village of Cumberland

Memorandum

DATE: February 2, 2018
TO: Rob Crisfield, Manager of Operations
FROM: Gavin Murgatroyd, Public Works Foreman
SUBJECT: Public Works– Monthly Report for the period ending January 31, 2018.

Water:

Weekly water samples collected within the Village.

Service leak repair completed at sewer lagoons and 2747 Maryport Ave.

8" ductile iron water main repair performed at 3rd and Ulverston Ave.

Q1 water meter reading completed.

Completed another tube replacement in the chlorine injection pump at the well house.

Located water service line and associated shut off valve @ 3323 7th Street.
Next step is to install a water meter at this address.

Water meter install @ 2693 Royston Road.

Sewer & Storm:

Secondary valve opened at sewer lagoon on January 18th. Public Works Foreman reported this action to MoE Compliance, Environmental Protection Division.

Installed new walkway grate at effluent chamber at sewer lagoons.

Completed additional ditching and road works on the gravel portion (west end) of Dunsmuir Ave. During the heavy rains, a section of this gravel roadway was severely eroded.

Remedied a sewer blockage at 2774 Dunsmuir Ave.

Continued support of Liquid Waste Management Planning initiative.

Roads:

Road maintenance and drainage works completed at the north end of Hope Rd.

Snow removal and ice control efforts continued as a result of winter weather.

Grading completed on Bevan Road, Ulverston Avenue, and Hope Road

Continued efforts with pothole patching around the Village.

Buildings:

Commenced work on addressing the falling stucco on the east exterior wall of the Fire Hall.

Various work orders for CRI and Cultural Centre – install low flow shower heads, convert sauna room into janitorial room, replace tiles in the squash courts, install handicap bathroom signs, remedy a sticky door, etc.

Hauled the concrete that had plastic in it from Allen Lake road to Browns River Holdings.

Continue work on completing deficiencies coming out of the fire inspection reports completed by the Deputy Fire Chief and the fire inspection company.

Sump maintenance at back of museum building > they keep filling with silty/sandy sediment which causes the sump pumps to cut out. A new larger pump with a float switch has now been implemented which is working a lot better.

Parks:

Weekly garbage pick-up.

Cleaned up after vandalism in the Centennial building washrooms.

Other:

Completed inventory counts for finance dept.

Public Works Foreman met with CVRD GIS staff to continue efforts on updating our online mapping.

Christmas lights removed from Dunsmuir, Village Square, and Village buildings.

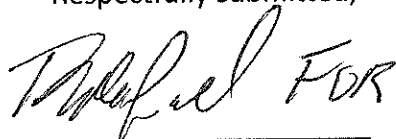
Water supply main twinning project completed! Great job by everyone involved.

Continue to support the water treatment plant and reservoir project through plan review (now at 95%), providing data and information on system controls, etc.

Provide support to Wacor on the new water main project for Coal Valley Estates. Efforts include valve locates and exercising, water on/off, plan review, in field inspections, etc.

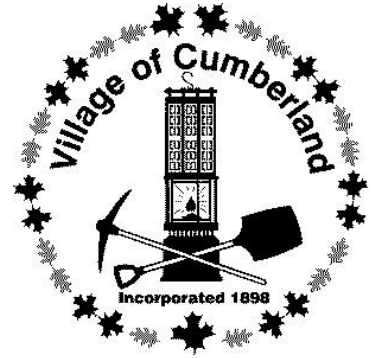
Continued illegal dumping clean up at various locations around the Village.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gavin Murgatroyd', written over a horizontal line.

Gavin Murgatroyd
Public Works Foreman

COUNCIL REPORT



REPORT DATE: February 6, 2018

MEETING DATE: February 13, 2018

File No. 1880

TO: Mayor and Councillors

FROM: Michelle Mason, Financial Officer and
Rachel Parker, Deputy Corporate Officer

SUBJECT: January 2018 Finance and Administration Report

RECOMMENDATION

THAT Council receive the January 2018 Finance and Administration Report for information.

SUMMARY

In January, staff continued to provide financial and administrative support to all departments.

BACKGROUND

The following provides Council with details on the tasks over and above regular daily duties that were undertaken by the Finance and Administration department.

Financial Planning

- Financial analysis was prepared to support Council decision making during the 2018 Strategic Planning process
- Budget timeline modifications was prepared and presented to Council for approval
- Staff participated in Council's 2018 Strategic Planning session on January 19, 2018
- Budgets were reviewed and finalized by management at budget meetings
- Budgets and funding continuity schedules were updated and reconciled
- Committee of the Whole budget workshop for Council was held February 1, 2018
- Budget open house is scheduled to take place at the Village Hall meeting February 19, 2018
- Budget amendment bylaw for the 2017 – 2021 Financial Plan Bylaw was developed, presented to Council and received the first three readings

Year-end Audit and Financial Reporting

- December year-to-date financial performance reporting to budget managers with variance analysis
- All departments are on track based on the 2017 approved budget and approved 2017 projects were completed or carried forward to be completed in 2018
- The fourth quarter financial report was provided to Council
- The cut-off for all 2017 invoices was January 15, 2018

- Preparation and reconciliations continue for year-end external audit that is scheduled to take place during the week of March 19, 2018
- Fixed asset analysis in progress

Utility Billings and Property Taxes

- Utility rate increases information sheet were mailed with the 4th quarter utility bills
- Snow melted in time for water meters to be read for the 4th quarter of 2017
- Fourth quarter 2017 utilities levies that are outstanding as of the end of the day on February 26, 2018 will receive a 10% penalty
- Transferred outstanding 2017 utility balances to taxes
- Posted annual interest on outstanding arrears property taxes
- Transferred outstanding 2017 and 2016 properties taxes to arrears and delinquent taxes
- Frontage tax rate bylaw development for 2018 in progress
- Parcel tax rolls for the frontage taxes will be updated for all properties and notification will be sent out in early March
- 2018 assessment roll for Cumberland increased by approximately \$110 million from the 2017 roll – broken out into \$81 million for existing properties (market increases) and \$29 million for new properties (growth)

Procurement

Purchasing Card Implementation in progress. Completed tasks and next steps include:

- Finalized purchasing card agreement with Bank of Montreal;
- Program requirement web conference was held on Jan 24, 2018;
- Program requirement forms are for signature and will be sent in February;
- Setup of online access to BMO card system (Spend Dynamics) for reporting is scheduled in Feb;
- Preparation for launch in progress and initial launch is scheduled mid February 2018

Customer Service

Staff responded to public enquiries about the following matters in January:

- Trilogy development permits
- Banners
- Potholes (had two people call to say thank you for filling holes so quickly!)
- Snow and ice
- Building/plumbing inspections
- Complaints about smoke
- People looking for tax estimates for 2018
- Community Grant applications
- 2018 recreational fire permits
- 2018 dog tags
- Questions about secondary suites, renovations, and building permits

Human Resources

- Property tax January webinar for all finance staff

- Interviews took place for Corporate Services Assistant and a temporary Corporate Services Assistant has been hired as well as a new casual Corporate Services Assistant

Information Technology

- Perfect Mind support and maintenance
- Diamond Financial System investigations and maintenance
- Staff support and coordination of support with IT provider
- Finalized setup of work alone phones including phone subscriptions from Telus
- Requested Shaw to conduct site serviceability to address WiFi connectivity issue at the Village office. As a result:
 - Upgrade from existing WiFi connection to Smart WiFi to provide wider and stronger service at the Village is scheduled in Feb
 - Subscription of new Smart WiFi service to the CRI pending
- Coordinated iPhone issues to Apple Support, Soft Choice (Microsoft provider), and CVRD and assisted staff in iPhone setups

Grant Administration

- Updated grant status workbook
- Provided support for grant reporting and application
- Submitted monthly budget forecast report for the month of December
- Submitted Q4-2017 claim for Clean Water and Wastewater (CWWF) grant
- Received approvals for the following grant applications:
 - Community Emergency Preparedness Fund – Emergency Social Services - community emergency social services emergency preparedness initiative - \$25,000
 - BC Recreation and Parks Association (BCRPA) - BC Family Day Event Grant - family day rock climbing & gym time - \$925
- Submitted a grant applications for:
 - Service Canada 2018 Canada Summer Jobs –recreation summer camp coordinator
 - Infrastructure Planning Grant - wastewater polishing by reed bed and natural wetlands
 - BC Rural Dividend Fund - No. 1 Japanese town historic site interpretive trail in Coal Creek Park
 - BC Recreation and Parks Association (BCRPA) After School Recreation Program Spaces Grant- learn to skate program
- Community Grant Program: reminders for final 2017 grant reports and inquiries related to upcoming deadline for 2018 applications

Communications

- Supported various Village departments with communications, including:
 - A number of development notices
 - Bylaw newsletter for January 2018
 - Utility fees insert
 - Recreation Program insert
- Cumberland.ca updates on 2018 election, upcoming village project, economic development strategy, liquid waste management plan, utility fees

News posts at cumberland.ca:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	12											
2017	15	14	15	14	25	17	23	21	22	22	27	15
2016	14	13	22	26	37	24	17	21	20	25	23	11

Cemetery

- Continued work on cemetery bylaw, including fees and upright markers
- The basalt stones for the natural burial monument have been delivered and installation will take place in February.
- Cemetery sign guidelines completed

Rights of Interment (Licences)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	0											
2017	0	1	1	1	1	2	0	1	2	0	0	1
2016	3	1	0	1	1	1	1	1	0	4	0	0

Interment Permits (public works open and close of lot)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	0											
2017	0	1	1	3	1	2	1	2	2	0	0	1
2016	1	1	0	0	2	2	1	1	2	2	0	1

Committees

- Finalized Accessibility Committee brochure for businesses
- Submitted application for Rick Hanson Accessibility rating for trails, Village office and Cultural Centre

Miscellaneous

- Identified goals for 2018 water consumption data analysis and submitted data to consultant
- Revenue anticipation bylaw was presented to Council and received the first three readings
- Review of recreation waiver forms
- Assisted with public information requests on the local area service, Fourth Street development permit, water consumption, and wastewater treatment
- Prepared updated council meeting schedule and amendment to procedure bylaw
- Assisted with drafting of pesticide bylaw and bylaw enforcement matters

- Drafted licence of occupation and consulted with businesses using road right-of-way
- Issued insurance certificates to agencies insured by Village under agreements
- Drafting of updated contract for litter collection program

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

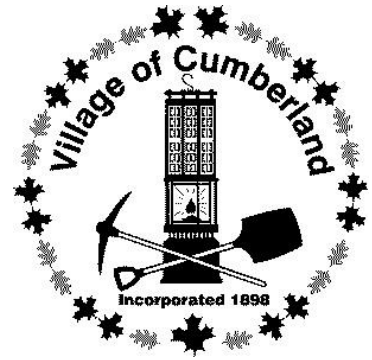


Rachel Parker
Deputy Corporate Officer



Sundance Topham
Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: February 7 2018

MEETING DATE: February 13, 2018

TO: Mayor and Councillors

FROM: Sundance Topham, Chief Administrative Officer

SUBJECT: January 2018 Chief Administrative Officer Report

RECOMMENDATION

THAT Council receive the January 2018 Chief Administrative Officer Report for information.

SUMMARY

The month of January included the continuation of a number of projects, including extensive work on in-stream development proposals (Trilogy and Coal Valley Estates), along with budgeting work, the annual Strategic Priorities Session, the Economic Development Strategy, and ongoing work with the Liquid Waste Management Planning Process as well as the Alley Enhancement and Maintenance Strategy project.

BACKGROUND

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

Development Services

Approving Officer Duties:

Performed a number of Approving Officer related duties associated with subdivision applications in the Village.

Coal Valley Estates:

Met with the developer to discuss future phases of the development.

Stagecoach Lands:

Worked with developer to arrange an Environmental Protection Development Permit application for the unauthorized road building that took place on these lands. Application (including mitigation strategies) has been received and is currently undergoing peer review.

Trilogy:

Had ongoing conversations with Trilogy representatives in regards to their initial subdivision application. Continued to work on the replacement covenants and Development Permit application. The Development Permits were referred to the Advisory Planning Commission.

Water and Sewer Planning

Liquid Waste Planning:

Worked with the consultant in preparing for, and attended the LWMP meeting on Thursday, January 25, 2018. A report summarizing the work undertaken by the Wastewater Advisory Committee and recommending future direction to Council will be coming to the February 26, 2018 Council meeting.

Met with K'omoks First Nation and Comox Valley Regional District officials to discuss the future of the Gas Tax Strategic Priorities Fund money that was allocated to the now defunct South Sewer Project.

Economic Development

Economic Development Strategy:

Provided project management support for the project and helped prepare for the February Economic Development Steering Committee meeting.

Miscellaneous

- Attended the annual Strategic Priorities Session with Council and senior staff.
- Attended the Budget Committee of the Whole session with Council and senior staff.
- Attended the Comox Valley Chamber of Commerce Economic Development Forecasting Breakfast with Councillor Ketler and Mayor Baird.
- Attended a Solid Waste Joint Resource Committee meeting with Comox Valley Regional District officials.

FINANCIAL IMPLICATIONS

None

OPERATIONAL 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,

A handwritten signature in blue ink, appearing to read "Sundance Topham", written over a horizontal line.

Sundance Topham
Chief Administrative Officer
Village of Cumberland

COUNCIL MEMBER REPORT



DATE: February 6, 2018

TO: Council

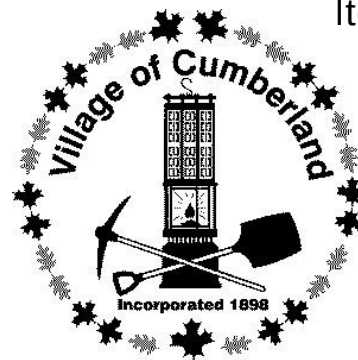
FROM: Mayor Leslie Baird

SUBJECT: Monthly Report – January 2018

Date	Event
1 st	19 wing Military New Year's Levee. Cumberland Legion Levee.
11 th	Comox Valley Chamber breakfast to host an economic forecasting for the region.
17 th	Interviewed by Shaw Cable.
18 th	Community Justice board meeting.
19 th	Strategic Planning all day workshop.
21 st	Indigenous Women Sharing Society and Comox Valley Multicultural Society open house sharing office space.
25 th	Fixed Wing SAR Training Centre ground breaking ceremony. Meeting with Minister of National Defence the Honourable Harjit Sajjan to discuss: RCMP-Infrastructure-Affordable Housing and Homelessness.
26 th	Success by 6-Literacy Week at the Cumberland Library.
27 th	Comox Valley Annual Awards at the Filberg Centre. - The Update Company Tech & Innovation Award. A finalist in Family First Award. - Meaghan Curson a finalist in Business Leadership Award. - New Business of the year finalist Hand-in-Hand Early Years.
30 th	Comox Valley Community Foundation-Community Enrichment Awards - Cumberland Community Schools Society \$2,975.00 - Village of Cumberland Recreation \$5,200 - Cumberland & District Historical Society \$4,020.00 - I presented a cheque to the Union Bay Community Club and Athletic Association for \$7,500.00.

Meetings throughout the month with a number of residents to address concerns.

COUNCIL MEMBER REPORT



DATE: Feb 6, 2018

TO: Mayor and Councillors

FROM: Councillor Jesse Ketler

SUBJECT: Monthly Report – Jan 2018

Date	Event	Discussion
Jan 8	Regular Council meeting	
Jan 9	Integrated Regional Transportation Select Committee	Reviewed conceptual drawings for Comox Rd multi-use lane.
Jan 10	Homelessness and Affordable Housing Coalition	Review of proposals for 5 year plan and new funding sources
Jan 11	2018 Economic Forecasting Breakfast	CV Chamber of Commerce - Expert panel addressed the housing market, local economic conditions, government regulations, and business growth.
Jan 17	Cumberland Homelessness and Affordable Housing Committee	Discussed outstanding actions items, future of committee, member reports etc.
Jan 19	COTW	Annual Strategic Priorities meeting
Jan 22	Regular Council Meeting	
Jan 25	Wastewater Advisory Committee	LWMP – Discussion of options for implementation and funding

COUNCIL MEMBER REPORT



DATE: January 31, 2018

TO: Mayor and Councillors

FROM: Councillor Roger Kishi

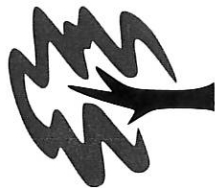
SUBJECT: Councillor Report- January 2018

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

Date	Event	Comments
Jan. 9	CV Social Planning Society	
Jan. 10	Cumberland Community School Society Bingo	Volunteer caller
Jan. 11	The Views at St. Joseph's Board meeting	
	Miner's Memorial Weekend 2018 meeting	
Jan. 18	Comox Strathcona Solid Waste Management	WTESC extension for further info, 2018- 2022 Financial Plan- no increase to tipping fee/ taxation for 2018
	Comox Strathcona Regional Hospital District	Elections: Chair- Charlie Cornfield, Vice Chair- Roger Kishi, NIHP update, First Nations Health Authority presentation, reappointed as CSRHD to St. Joseph's Board
Jan. 19	VoC Strategic Planning meeting	
Jan. 20	Comox Valley Women's March On	
	Jamie Sproule Memorial	
Jan. 30	CV Community Foundation- Community Enrichment Awards	

I am also attending CV Homelessness Coalition meetings from work.

Community Enrichment Awards Program



Welcome and Opening Remarks
Presentation of Community Enrichment Awards
Closing Remarks

Rotary Club of Courtenay Foundation Fund (Donor Advised):

Courtenay Elementary School	\$799.00
Cooking Up Connections - propane bar-be que	
Georges. P. Vanier School	\$2,500.00
Vanier Educational Garden Enhancement Project	
M'akola Housing Society	\$2,500.00
Appliances, Braidwood Project	
Comox Valley Pregnancy Centre	\$4,654.80
Tangible Assistance Project	

Community and Field of Interest Fund Awards

Comox Valley Therapeutic Riding Society	\$8,113.00
Rider fees and horse sponsorship	
Courtenay Recreational Association	\$22,485.43
Special Needs Recreation Programming	
Comox Valley Special Olympics	\$10,000.00
Program Costs	
Cumberland Community Schools Society	\$2,975.00
Healthy Food Program Upgrades - dish washer	
Comox Valley Children's Daycare Society	\$1,394.77
Children Out and About in the Community	
Village of Cumberland Recreation	\$5,200
Creating Accessible Youth Recreation	
Oyster River Enhancement Society	\$850.00
Heath Stack replacement	

Tsolum River Restoration Society	\$4,575.00
Tsolum River Watershed Education and Public Engagement	
Comox Valley Ground Search & Rescue Association	\$8,200.00
Ipad Mapping/GPS integrated project	
Comox Valley Naturalist Society	\$2,000.00
Reprint CV Nature Viewing Guide	
Comox Valley Project Watershed	\$6,594.00
Mapping and Monitoring Upgrade	
Comox Valley Transition Society	\$6,000.00
Appliance replacement	
Habitat for Humanity Vancouver Island North Society	\$5,500.00
Tools of Transformation	
St. George's United Church/Sonshine Lunch Club	\$11,217.00
Hall Upgrade Project	
The John Howard Society of North Island	\$9,856.00
Courtenay Housing for Youth	
LUSH Valley Food Action Society	\$10,000.00
Fresh Food Recovery and Redistribution Project	
Eureka Support Society	\$2,000.00
Refresh/Upgrade materials for Black Top Players	
Cumberland & District Historical Society	\$4,020.00
Accessible Collections	
K'omoks First Nation	\$14,345.00
K'omoks Community Grave House	
Comox Valley Exhibition	\$10,000.00
Replace picnic tables and damaged tents	
Black Creek Community Association	\$1,500.00
Fitness Room Water Fountain Installation	
Union Bay Community Club and Athletic Association	\$7,500.00
UBCC Tennis Court Revitalization Project	

Board of Directors

Executive

President

Harry Panjer

Vice President

Joan Carson

Secretary

Valerie Porteous

Treasurer

Brenda Kelm

Directors

Matt Beckett

Chrissie Bowker

Mark Burger

Steve Cochrane

Norman Carruthers

Aniel Datoo

Frank Denton

Bert Heeringa

Janine Martin

Summer Matthew

Kris Trudeau

Staff

Executive Director

Jody Macdonald

Administrator

Antonia Mahon

Since 1996 the Comox Valley Community Foundation has disbursed over \$2 million to charitable organizations in the Comox Valley. This year the Comox Valley Community Foundation is pleased to award grants, scholarships, agency funds, and designated funds totaling \$450,000.

Grants have been made possible by generous community minded donors who have contributed to the Comox Valley Community Foundation. We extend our thanks and appreciation for their on-going support.

For further information about the Foundation and how you can help support the community through a donation or the establishment of a legacy fund, please speak to one of the Directors or visit the Foundation's website.



Comox Valley Community Foundation is a proud member of Community Foundations of Canada whose membership includes more than 191 community based foundations



**Comox Valley
Community Foundation**

Office: #102-1797 Comox Ave.

Comox, BC V9M 3L9

Email: cvcfadmin@shaw.ca

250-338-8444

www.cvcfoundation.org

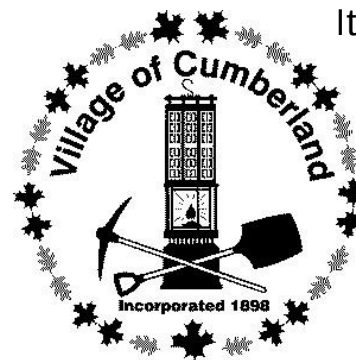


Community Enrichment Awards

Tuesday, January 30, 2018

**Enriching life in
the Comox Valley**

COUNCIL MEMBER REPORT



DATE: February 6th, 2018

TO: Mayor and Councillors

FROM: Councillor Sproule

SUBJECT: Monthly Report – January 2018

16th	CVRD COW Financial Planning BC Assessment, high rise in assessment roll	Support for Community Health Network, agreement to follow
19th	VoC COW Strategic Planning	
23rd	CVRD Sports Commission	Higher safety standards at rec complexes
	CVRD COW Financial Planning CVRD Board	Homelessness supports service Recreation Grant CV Exhibition Grounds CV Transit

COUNCIL MEMBER REPORT



DATE: Thursday, Feb 8th , 2017

TO: Mayor and Councillors

FROM: Councillor Sullivan

Monthly Report - January 2018

Date	Event	Discussion
Jan 8 th	Council Meeting	
Jan 15 th	Accessibility Committee	
Jan 19 th	Committee of the Whole	
Jan 20 th	Vancouver Island Regional Library	Board Meeting
Jan 22 nd	Council Meeting	
Jan 25 th	Wastewater Advisory Committee	



2017

CUMBERLAND



MEMBERSHIP DEMOGRAPHICS

19% KIDS

7% TEENS

74% ADULTS

ABOUT YOUR BRANCH

The Cumberland Branch library opened in the old City Hall in 1947. Cumberland library briefly withdrew from the regional system in 1967, but renewed interest allowed for a new branch to open in 1975. In 2013, the branch was reopened in a new ~3,200 sq. ft. space at 2746 Dunsmuir Avenue (over double the size of the previous branch) and now boasts over 12,000 items (including DVDs, ebooks, CDs and magazines) in its collection. The branch features a cozy fireplace and reading area, Xbox gaming area, children's space and free wifi access.

1 LOCATION

2746 Dunsmuir Avenue, Cumberland, BC, V0R 1S0

2 HOURS

Mon closed
Tue 10 - 5
Wed 1 - 8
Thu 1 - 8
Fri 10 - 5
Sat 10 - 5
Sun closed



3 CONTACT

tel. (250) 336-8121
email cumberland@virl.bc.ca

QUICK STATS

POPULATION SERVED:

3,589

COLLECTION SIZE:

10,030

CIRCULATION TOTAL:

52,504



CUMBERLAND EXPLORE YOUR LIBRARY...

1 THE VALUE OF YOUR CARD \$597

The unique value of your library card is calculated by dividing the market value of resources borrowed from your library by the number of registered borrowers.

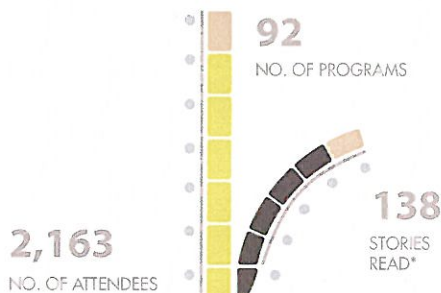
3 TOTAL CIRCULATION

52,504



*A total of physical and digital items circulated.

2 PROGRAM GROWTH!



PROGRAM GROWTH

From story-telling to adult education and digital literacy training: your local library is an invaluable resource to the community. *A typical Storytime will be two stories read aloud.

3,615
PUBLIC COMPUTER
SESSIONS



1,362
LITERACY
STATION SESSIONS



36,897
PHYSICAL ITEMS
CHECKED OUT



667
WiFi ACCESS (GB)



4 BRANCH USAGE

The chart above breaks visitorship down by usage. Note that one customer can use an internet station, tap into the wifi, and take out a book within one visit! The chart does show the popularity of internet use to total visitorship.



TOTAL VISITORS:

26,688

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1072

A bylaw to provide for the borrowing of money that may be necessary to meet lawful expenditures for the year 2018.

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

1. This Bylaw may be cited as "Revenue Anticipation Borrowing Bylaw No. 1072, 2018".
2. The Council is authorized to borrow, in the year 2018, upon the credit of the municipality from a financial institution an amount or amounts the sum total of which must not exceed \$2,000,000.
3. The form of obligation to be given as acknowledgment of the liability shall be an instrument or evidence or indebtedness signed by the authorized signing officers.
4. When collected, revenue from property taxes shall be used as necessary to repay money borrowed under this bylaw.

READ A FIRST TIME THIS	22ND	DAY OF	JANUARY	2018.
READ A SECOND TIME THIS	22ND	DAY OF	JANUARY	2018.
READ A THIRD TIME THIS	22ND	DAY OF	JANUARY	2018.
ADOPTED THIS		DAY OF		2018.

Mayor

Corporate Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1076

A bylaw to amend the 2017-2021 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 “2017-2021 Financial Plan Amendment Bylaw No. 1076, 2018.”
2. “2017-2021 Financial Plan Bylaw No. 1059, 2017” 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	22ND	DAY OF	JANUARY	2018.
READ A SECOND TIME THIS	22ND	DAY OF	JANUARY	2018.
READ A THIRD TIME THIS	22ND	DAY OF	JANUARY	2018.
ADOPTED THIS		DAY OF		2018.

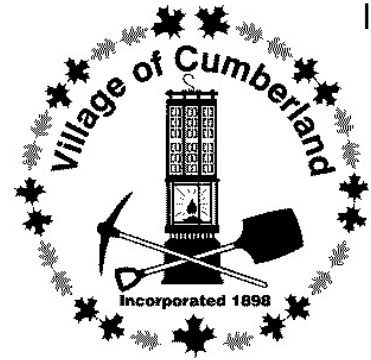
Mayor

Corporate Officer

Schedule A
2017-2021 Financial Plan
Amended

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
REVENUES					
Property taxes & payments in lieu	\$(2,424,420)	\$(2,583,335)	\$(2,583,820)	\$(2,765,595)	\$(3,016,760)
Parcel taxes	(321,700)	(462,040)	(183,280)	(183,280)	(183,280)
Sales of services & fees	(1,454,020)	(1,581,320)	(1,823,700)	(2,107,770)	(2,202,680)
Sales of services to other governments	(376,360)	(361,980)	(407,470)	(418,350)	(428,050)
Transfers from other government	(7,793,055)	(1,268,695)	(1,337,770)	(1,276,370)	(1,377,580)
Other revenue	(519,660)	(408,665)	(398,780)	(399,780)	(393,780)
	<u>(12,889,215)</u>	<u>(6,666,035)</u>	<u>(6,734,820)</u>	<u>(7,151,145)</u>	<u>(7,602,130)</u>
EXPENSES					
Other municipal purposes	5,000,270	4,601,710	4,066,320	4,126,740	4,241,595
Debt interest	97,135	113,560	425,210	435,390	476,350
Amortization	1,046,800	1,046,810	1,014,565	1,014,565	1,014,565
	<u>6,144,205</u>	<u>5,762,080</u>	<u>5,506,095</u>	<u>5,576,695</u>	<u>5,732,510</u>
NET (REVENUES) EXPENSES	<u>(6,745,010)</u>	<u>(903,955)</u>	<u>(1,228,725)</u>	<u>(1,574,450)</u>	<u>(1,869,620)</u>
ADJUSTMENTS					
Acquisition of capital assets	11,051,370	3,246,895	3,192,635	1,324,290	1,914,205
Add back amortization	(1,046,800)	(1,046,810)	(1,014,565)	(1,014,565)	(1,014,565)
Proceeds from borrowing	(1,143,910)	(1,417,790)	(1,417,790)	(154,000)	(442,000)
Principal payments on debt	315,300	307,440	469,100	522,210	524,720
TOTAL ADJUSTMENTS	<u>9,175,960</u>	<u>1,089,735</u>	<u>1,229,380</u>	<u>677,935</u>	<u>982,360</u>
CHANGE IN CONSOLIDATED FUNDS	<u>2,430,950</u>	<u>185,780</u>	<u>655</u>	<u>(896,515)</u>	<u>(887,260)</u>
TRANSFER FROM RESERVES					
Reserves	(3,812,990)	(1,780,175)	(1,655,895)	(971,370)	(1,211,295)
Development Cost charges	(396,740)	(235,855)	(115,480)	(76,000)	(38,000)
TRANSFER TO RESERVES					
Reserves	1,778,780	1,830,250	1,770,720	1,943,885	2,136,555
TRANSFER TO / (FROM) RESERVES	<u>(2,430,950)</u>	<u>(185,780)</u>	<u>(655)</u>	<u>896,515</u>	<u>887,260</u>
TRANSFER TO/(FROM) ACCUMULATED SURPLUS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

COUNCIL REPORT



REPORT DATE: January 30, 2018
MEETING DATE: February 13, 2018

File No. 0390-09

TO: Mayor and Councillors
FROM: Rachel Parker, Deputy Corporate Officer
SUBJECT: Council Procedure Amendment Bylaw No. 1078, 2018

RECOMMENDATION

THAT Council receive the Council Procedure Amendment Bylaw report.
THAT Council give first reading to "Council Procedure Amendment Bylaw No. 1078, 2018".
THAT Council give public notice of the proposed amendments to the Council Procedure Bylaw.

SUMMARY

This report presents amendments to Council's meeting procedure bylaw to

- Change the inaugural meeting after an election to a date in November
- Permit a council member to attend a meeting by electronic or other communication facilities.

BACKGROUND

Inaugural Meeting Date

The Province has amended the *Local Government Act* so that local general elections now take place on the third Saturday of October rather than November every four years. Subsequently, the *Community Charter* now requires that municipal inaugural meetings take place in the first 10 days of November. Therefore, Council's Procedure Bylaw must be amended to reflect this. The attached bylaw amends section 4(1) of the bylaw so that the inaugural meeting must take place on the first Monday in November after a general location election.

With this change in the election date and the inaugural meeting date, Council's 2018 meeting schedule must be updated. A proposed new meeting schedule is attached to this report, which will come back to Council for approval after the bylaw is adopted.

Meeting Participation through Electronic Communications

Section 128 of the *Community Charter* provides that municipalities may use electronic or other communication facilities to conduct a special meeting of council, or to allow a member of

Council or a committee to participate in a council meeting. In considering this, members should note that until the Village purchases a suitable conferencing telephone (estimated cost of \$1300, but cut from the budget for a number of years), the use of a one-way speaker phone for member participation at a council meeting is not optimal. The use of a laptop with a video chat service could be explored.

The *Community Charter* requires that to participate in a meeting through electronic communications, the meeting must be conducted in accordance with the procedure bylaw; the facilities must enable the meeting's participants to hear, or watch and hear, each other; and must enable the public to hear, or watch and hear, the participation of the member.

Council may restrict under what circumstances a member would be able to do so and how many times a member could use electronic means to participate. Staff is suggesting the following limitations to participation:

- Limited the use to a member whose health has renders that person unable to attend a meeting in person, therefore members on holiday or away on business would not be permitted to use this method
- Only one member may participate in a meeting electronically
- The chair may not participate in a meeting electronically; if the mayor participated electronically, then the acting mayor would chair the meeting

Staff does not recommend that Council authorize a procedure to allow special council meetings to be conducted by means of electronic facilities as there does not appear to be a demand to do so.

Statutory Notice

The *Community Charter* requires that a council procedure bylaw not be amended, or repealed and substituted, unless the council first gives public notice describing the proposed changes in general terms. Staff is recommending that Council give public notice of the amendments to the effect of:

The Council of the Corporation of the Village of Cumberland will consider adoption of "Council Procedure Amendment Bylaw No. 1078, 2018" to change the first meeting date after a general local election and to authorize the participation in Council meetings through electronic or other communication facilities.

FINANCIAL IMPLICATIONS

There will be a cost for the publication of the statutory notice.

OPERATIONAL IMPLICATIONS

There are no operational implications.

STRATEGIC OBJECTIVE

None

ATTACHMENTS

- Council Procedure Amendment Bylaw No. 1078, 2018
- Council Procedure Bylaw No. 964, 2012
- Proposed updated 2018 Council Meeting schedule

CONCURRENCE

None

OPTIONS

1. THAT Council give first reading to "Council Procedure Amendment Bylaw No. 1078, 2018" and THAT Council give public notice of the proposed amendments to the Council Procedure Bylaw.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Rachel Parker
Deputy Corporate Officer



Sundance Topham
Chief Administrative Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1078

A Bylaw to amend the Council Procedure 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 "Council Procedure Amendment Bylaw No. 1078, 2018".
2. "The Corporation of the Village of Cumberland Council Procedure Bylaw No. 964, 2012" is amended in section 4(1) by striking "December" and substituting "November".
3. "The Corporation of the Village of Cumberland Council Procedure Bylaw No. 964, 2012" is amended by adding the following section
 - 7.1 (1) A member of council, other than the member presiding, who is unable to attend a council meeting for health reasons may participate in the meeting by means of electronic or other communication facilities.
 - (2) Not more than one member may participate by means of electronic or other communication facilities at a meeting.
 - (3) If the member of council participating at a meeting by means of electronic or other communication facilities is the presiding member, that presiding member is considered unable to act under section 8(1) of this bylaw.

READ A FIRST TIME THIS	DAY OF	2018.
READ A SECOND TIME THIS	DAY OF	2018.
READ A THIRD TIME THIS	DAY OF	2018.
ADOPTED THIS	DAY OF	2018.

Mayor

Corporate Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
BYLAW NO. 964
COUNCIL PROCEDURE BYLAW

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THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 964

A bylaw to establish the general procedures to be followed by Council and Council Committees in conducting their business.

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

PART 1 – INTRODUCTION

1. This Bylaw may be cited as “The Corporation of the Village of Cumberland Council Procedure Bylaw No. 964, 2012”.

Definitions

2. In this Bylaw,
 - “CAO” means a person designed by Council as chief administrative officer for the Village;
 - “Commission” means a municipal commission established under s.143 of the *Community Charter*;
 - “Committee” means a standing, select or other committee of Council, but does not include the Committee of the Whole;
 - “Corporate Officer” means a person designated by Council as corporate officer for the Village;
 - “COTW” means the Committee of the Whole Council;
 - “Council” means the Council of the Village of Cumberland;
 - “Mayor” means the Mayor of the Village;
 - “Municipal Office” means the offices of the Corporation of the Village of Cumberland located at 2673 and 2675 Dunsmuir Avenue, Cumberland, BC;

[Bylaw 976]
 - “Municipal Web Site” means the information resource found at an internet address provided by the Village;
 - “Presiding Member” means the Mayor or member of Council that has been designated as the member responsible for acting in the place of the Mayor under section 8;
 - “Public Notice Posting Places” means the notice board at the Municipal Office and the Municipal Web Site;
 - “Village” means the Corporation of the Village of Cumberland.

Application of rules of procedure

3. (1) The provisions of this Bylaw govern the proceedings of Council, COTW, Commissions and all standing and select committees of Council, including public meetings and public hearings, as applicable.
- (2) In cases not provided for under this Bylaw, the current edition of Robert's Rules of Order Newly Revised apply to the proceedings of Council, COTW and Council committees to the extent that those Rules are:
 - (a) applicable in the circumstances, and
 - (b) not inconsistent with provisions of this Bylaw or the *Community Charter*.
- (3) The rules of order set out in this Bylaw are intended to assist the Presiding Member to conduct Council business in an efficient and orderly manner, and may be relaxed or waived at the discretion of the Presiding Member, when deemed appropriate.

PART 2 – COUNCIL MEETINGS

Inaugural meeting

4. (1) Following a general local election, the first Council meeting must be held on the first Monday in December in the year of the election.
- (2) If a quorum of council members elected at the general local election has not taken office by the date of the meeting referred to in subsection (1), the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a quorum has taken office.

Time and location of meetings

5. (1) All Council meetings must take place within the Municipal Office except when Council resolves to hold meetings elsewhere.
- (2) Regular Council meetings must:
 - (a) be held a minimum of once per month on designated Mondays in accordance with section 6(1);
 - (b) begin at 5:30 p.m.;
 - (c) be adjourned at 9:00 p.m. on the day scheduled for the meeting unless Council resolves to proceed beyond that time in accordance with s. 22; and
 - (d) when such meeting falls on a statutory holiday, be held on the next day the Municipal Office is open which is not a statutory holiday.
- (3) Despite subsection (2), Regular Council meetings may:

- (a) be cancelled by Council, provided that two consecutive meetings are not cancelled; or
- (b) be postponed to a different day, time and place by the Mayor, provided the Corporate Officer is given at least 2 days written notice.

Notice of Council meetings

6. (1) In accordance with section 127 of the *Community Charter*, Council must prepare annually on or before December 18th, a schedule of the dates, times and places of regular Council meetings and must make the schedule available to the public by posting it at the Public Notice Posting Places.
- (2) In accordance with section 127 of the *Community Charter*, Council must give notice annually on or before December 31st of the availability of the schedule of regular Council meetings in accordance with section 94 of the *Community Charter*.
- (3) Where revisions are necessary to the annual schedule of regular Council meetings, the Corporate Officer must, as soon as possible, post a notice at the Public Notice Posting Places which indicates any revisions to the date, time and place or cancellation of a regular Council meeting.

Notice of Special meetings and Special *In Camera* meetings

7. (1) Except where notice of a Special Meeting or a Special *In Camera* Meeting is waived by unanimous vote of all council members under section 127(4) of the *Community Charter*, a notice of the date, time, and place of a Special Council meeting or Special *In Camera* Council meeting must be given at least 24 hours before the time of meeting, by:
- (a) emailing a copy to each member of council if an email address has been provided,
 - (b) posting a copy of the notice at the Public Notice Posting Places, and
 - (c) leaving one copy of the notice for each Council member in the Council member's mailbox at the Municipal Office.
- (2) The notice under subsection (1) must describe in general terms the purpose of the meeting and be signed by the Mayor or the Corporate Officer.

PART 3 - DESIGNATION OF PRESIDING MEMBER

8. (1) Annually in December, Council must from amongst its members:
- (a) designate a Councillor, or
 - (b) designate Councillors on a rotating basis,
- to serve as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant.

- (2) Each Councillor designated under subsection (1) must fulfill the responsibilities of the Mayor in his or her absence.
- (3) If both the Mayor and the member designated under subsection (1) are absent from the Council meeting, the Council members present must choose a Councillor to preside at the Council meeting.
- (4) The member designated under subsection (1) or chosen under subsection (3) has the same powers and duties as the Mayor in relation to the applicable matter.

PART 4 – COUNCIL PROCEEDINGS

Attendance of public at meetings

9. (1) Except where the provisions of section 90 of the *Community Charter* apply, all Council meetings must be open to the public and no person shall be excluded except for improper conduct.
- (2) Before closing a Council meeting or part of a Council meeting to the public, Council must pass a resolution in a public meeting in accordance with section 92 of the *Community Charter*.
- (3) This section applies to all meetings of the bodies referred to in section 93 of the *Community Charter*, including without limitation:
 - (a) COTW,
 - (b) standing and select committees,
 - (c) parcel tax review panel,
 - (d) board of variance,
 - (e) advisory bodies such as advisory planning commission,
 - (f) Commissions such as parks and recreation commission.
- (4) Despite subsection (1), if the Presiding Member considers that any person at the meeting is acting improperly, the Presiding Member may order that the person is expelled from the meeting. Examples of improper conduct include, but are not limited to, speaking out of turn, interrupting others who are speaking, using foul, disrespectful or inappropriate language or gestures, being disruptive, failing to be called to order when requested to do so by the Presiding Member, or otherwise unreasonably interfering with the ability of Council to conduct its business.
- (5) If a person who is ordered expelled from the meeting does not leave the meeting, a peace officer may enforce the order under subsection (4) as if it were a court order.

Minutes of meetings

10. (1) Minutes of the proceedings of Council must be:

- (a) legibly and accurately recorded,
 - (b) certified as correct by the Corporate Officer, and
 - (c) signed by the Mayor or the Presiding Member at the meeting or at the next meeting at which the minutes are adopted.
- (2) Subject to subsection (3), and in accordance with section 97(1)(b) of the *Community Charter*, minutes of the proceedings of Council must be maintained and open for public inspection at the Municipal Office during its regular office hours.
- (3) Subsection (2) does not apply to minutes of a Council meeting or that part of a Council meeting from which persons were excluded under section 90 of the *Community Charter*.

Calling meeting to order

- 11. (1) As soon after the time specified for a Council meeting as there is a quorum present, the Mayor, if present, must take the Chair and call the Council meeting to order; however, where the Mayor is absent, the Presiding Member must take the Chair and call such meeting to order.
- (2) If a quorum of Council is present but the Mayor or the Presiding Member do not attend within 15 minutes of the scheduled time for a Council meeting:
 - (a) the Corporate Officer must call to order the members present, and
 - (b) the members present must choose a member to preside at the meeting.

Adjourning meeting where no quorum

- 12. If there is no quorum of Council present within 15 minutes of the scheduled time for a Council meeting, the Corporate Officer must:
 - (a) record the names of the members present, and those absent, and
 - (b) adjourn the meeting until the next scheduled meeting.

Agenda

- 13. (1) Prior to each Council meeting, the Corporate Officer must prepare an agenda setting out all the items for consideration at that meeting, noting in short form a summary for each item on the agenda.
- (2) The deadline for Staff and Council reports to the Corporate Officer for inclusion on the Council meeting agenda is 4:30 p.m. on the Tuesday prior to the meeting. Reports and correspondence from committees and/or the Public will be submitted to the CO or CAO, and the CAO or Mayor will determine appropriateness and timing of the item for agenda inclusion.
- (3) The Corporate Officer may refuse to include any item from the public that in his or her opinion is offensive or makes derogatory comments about a member of

staff, Council or a municipal officer. Such items may, where deemed appropriate by the Corporate Officer, be included in the agenda for the *in camera* portion of the Council meeting.

- (4) The Corporate Officer must make the agenda available to the members of Council and the public by 4:00 p.m. on the Thursday prior to the meeting.
- (5) Council must not consider any matters not listed on the agenda unless a new matter for consideration is properly introduced as a late item pursuant to section 15.

Order of proceedings and business

- 14. (1) The agenda for all regular Council meetings contains the following matters in the order in which they are listed below, as applicable:
 - (a) Approval of Agenda;
 - (b) Adoption of Minutes;
 - (c) Delegations;
 - (d) Unfinished Business;
 - (e) Correspondence;
 - (f) Reports (including Committees, COTW, Staff and Councillors);
 - (g) Bylaws;
 - (h) Consent Calendar;
 - (i) New Business;
 - (j) Notices, Motions and Announcements;
 - (k) Question Period;
 - (l) Closed Portion;
 - (m) Adjournment.
- (2) Particular business at a Council meeting must in all cases be taken up in the order in which it is listed on the agenda unless otherwise resolved by Council.

Late items

- 15. (1) An item of business not included on the agenda must not be considered at a Council meeting for inclusion as a late item unless introduction of the late item:
 - (a) is deemed by the Mayor or Corporate Officer to be time sensitive; and
 - (b) is approved by Council at the time allocated on the agenda for such matters.

- (2) If the Council makes a resolution under subsection (1), information pertaining to late items must be distributed to the members.

Resolutions

16. A resolution may be introduced at a Council meeting only if notice of it has been included in the agenda, or Council resolves to waive this requirement.

Notices, Motions and Announcements

17. Matters considered under Notices, Motions and Announcements may include
 - (a) notices or motions to hold a meeting of the COTW, a Village Hall meeting, and a public hearing, as required, and
 - (b) a notice of motion introduced by a council member.

Delegations

18.
 - (1) The Council may allow an individual or a delegation to address Council at the meeting on the subject of an agenda item provided written application has been received by the Corporate Officer by 4:30 p.m. on the Tuesday prior to the meeting. Each address must be limited to 15 minutes unless a longer period is agreed to by Council.
 - (2) Where written application has not been received by the Corporate Officer as prescribed in subsection (1), an individual or delegation may address the meeting if approved by the unanimous vote of the members present.
 - (3) Council must not permit a delegation to address a meeting of the Council regarding a bylaw in respect of which a public hearing has been held, where the public hearing is required under an enactment as a pre-requisite to the adoption of the bylaw.
 - (4) The Corporate Officer may schedule delegations to another Council, committee or advisory body meeting as deemed appropriate according to the subject matter of the delegation.
 - (5) The Corporate Officer may refuse to place a delegation on the agenda if the issue is not considered to fall within the jurisdiction of Council. If the delegation wishes to appeal the Corporate Officer's decision, the information must be distributed under separate cover to Council for their consideration.

Consent Calendar

19.
 - (1) A consent calendar shall be comprised of routine and non-controversial matters to be received for information by Council by a single motion.

- (2) There shall be no discussion on the items included in a consent calendar unless a member so requests and that matter may be considered
 - (a) separately under another heading of the regular agenda, or
 - (b) immediately after the receipt of the consent calendar.

Question period

- 20. A member of the public may only inquire about items included on the agenda for that meeting during a question period.

Voting at meetings

- 21. (1) The following procedures apply to voting at Council meetings:
 - (a) when debate on a matter is closed the Presiding Member must put the matter to a vote of Council members;
 - (b) when the Council is ready to vote, the Presiding Member must put the matter to a vote by stating:

"Those in favour raise your hands" and then "Those opposed raise your hands".
 - (c) when the Presiding Member is putting the matter to a vote under paragraphs (a) and (b) a member must not:
 - (i) cross or leave the room,
 - (ii) make a noise or other disturbance, or
 - (iii) interrupt the voting procedure under paragraph (b) unless the interrupting member is raising a point of order;
 - (d) after the Presiding Member finally puts the question to a vote under paragraph (b), a member must not speak to the question or make a motion concerning it;
 - (e) the Presiding Member's decision about whether a question has been finally put is conclusive;
 - (f) whenever a vote of Council on a matter is taken, each member present shall signify their vote by raising their hand; and
 - (g) the Presiding Member must declare the result of the voting by stating that the question is decided in either the affirmative or the negative.
- (2) How each member of Council votes on a particular matter will be recorded in the minutes.

Conduct and debate

22. (1) Members speaking at a Council meeting:
- (a) must use respectful language,
 - (b) must not use offensive gestures or signs,
 - (c) must speak only in connection with the matter being debated,
 - (d) may speak about a vote of Council only for the purpose of making a motion that the vote be rescinded, and
 - (e) must adhere to the rules of procedure established under this Bylaw and to the decisions of the Presiding Member and Council in connection with the rules and points of order.
- (2) If a member does not adhere to subsection (1), the Presiding Member may order the member to leave the member's seat, and
- (a) if the member refuses to leave, the Presiding Member may cause the member to be removed by a peace officer from the member's seat, and
 - (b) if the member apologizes to the Council, Council may, by resolution, allow the member to retake the member's seat.

Reconsideration

23. (1) In addition to the authority of the Mayor pursuant to section 131 of the *Community Charter* to require the Council to reconsider and vote again on any matter, a Council member may, subject to subsection (4), at the next Council meeting:
- (a) move to reconsider a matter on which a vote, other than to postpone indefinitely, has been taken, and
 - (b) move to reconsider an adopted bylaw after an interval of at least 24 hours following its adoption.
- (2) A Council member who voted affirmatively for a resolution adopted by Council may at any time move to rescind that resolution.
- (3) Council must not discuss the main matter referred to in subsection (1) unless a motion to reconsider that matter is adopted in the affirmative.
- (4) Council may only reconsider a matter that has not:
- (a) had the approval or assent of the electors and been adopted,
 - (b) been reconsidered under subsection (1) or section 131 of the *Community Charter*,
 - (c) been acted on by an officer, employee or agent of the Village.

Adjournment

24. The Council may continue a Council meeting after 9:00 p.m. by resolution.

PART 5 – BYLAWS

Copies of proposed bylaws

25. A proposed bylaw may be considered at a Council meeting only if a copy of it has been delivered to each Council member at least 24 hours before the Council meeting, or all Council members unanimously agree to waive this requirement.

Form of bylaws

26. A bylaw introduced at a Council meeting must:
- (a) be printed;
 - (b) have a distinguishing name;
 - (c) have a distinguishing number;
 - (d) contain an introductory statement of purpose;
 - (e) be divided into sections.

Bylaws to be considered separately or jointly

27. Council must consider a proposed bylaw at a Council meeting either:
- (a) separately when directed by the Presiding Member or requested by another Council member, or
 - (b) jointly with other proposed bylaws in the sequence determined by the Presiding Member.

Reading and adopting bylaws

29. (1) The Presiding Member of a Council meeting may:
- (a) have the Corporate Officer read a synopsis of each proposed bylaw or group of proposed bylaws, and then
 - (b) request a motion that the proposed bylaw or group of bylaws be read.
- (2) The readings of the bylaw may be given by stating its title and object.
- (3) A proposed bylaw may be debated and amended at any time during the first three readings unless prohibited by the *Community Charter*.

- (4) Subject to section 882 of the *Local Government Act*, each reading of a proposed bylaw must receive the affirmative vote of a majority of the Council members present.
- (5) In accordance with section 135 of the *Community Charter*, Council may give two or three readings to a proposed bylaw at the same Council meeting.
- (6) Despite section 135(3) of the *Community Charter*, and in accordance with section 890(9) of the *Local Government Act*, Council may adopt a proposed official community plan or zoning bylaw at the same meeting at which the plan or bylaw passed third reading.

Bylaws must be signed

- 30. After a bylaw is adopted, and signed by the Corporate Officer and the Presiding Member of the Council meeting at which it was adopted, the Corporate Officer must have it placed in the Village's records for safekeeping and endorse upon it:
 - (a) the Village's corporate seal,
 - (b) the dates of its readings and adoption; and
 - (c) the date of Ministerial approval or approval of the electorate if applicable.

PART 6 - COMMITTEE OF THE WHOLE

Committee of the Whole meetings

- 31. (1) Meetings of Committee of the Whole shall be held as determined by Council resolution.
- (2) At any time during a regular Council meeting, Council may by resolution go into COTW.
- (3) A meeting, other than a standing or select committee meeting, to which all members of Council are invited to consider, but not to decide on, matters of the Village's business is a meeting of COTW.

Notice for COTW meetings

- 32. (1) Subject to subsection (2), a notice of the day, hour and place of a COTW meeting must be given at least 24 hours before the time of the meeting by:
 - (a) posting a copy of the notice at the Public Notice Posting Places; and
 - (b) leaving a copy of the notice for each Council member in the Council member's mailbox at the Municipal Office, and
 - (c) emailing a copy to each member of council if an email address has been provided,

- (2) Subsection (1) does not apply to a COTW meeting that is called, in accordance with this bylaw, during a Council meeting for which public notice has been given under this bylaw.

Minutes of COTW meetings

- 33. (1) Minutes of the proceedings of COTW must be:
 - (a) legibly and accurately recorded,
 - (b) certified by the Corporate Officer,
 - (c) signed by the member presiding at the meeting, and
 - (d) maintained and open for public inspection at the Municipal Office during its regular office hours.

Calling a meeting to order

- 34. (1) As soon after the time specified for a COTW meeting as there is a quorum present, the Mayor, if present, must take the Chair and call the Council meeting to order; however, where the Mayor is absent, the Presiding Member must take the Chair and call such meeting to order.
- (3) If a quorum of the COTW is present but the Mayor or the Presiding Member do not attend within 15 minutes of the scheduled time for a Council meeting:
 - (e) the Corporate Officer must call to order the members present, and
 - (f) the members present must choose a member to preside at the meeting.

Order of proceedings and business

- 35. (1) The agenda for all regular COTW meetings shall contain the following matters in the order in which they are listed below:
 - (a) Approval of agenda;
 - (b) Approval of minutes;
 - (c) Delegations and Question Period;
 - (e) Committees – Minutes, Reports and Recommendations;
 - (f) Reports – Staff, Councillors
 - (g) Correspondence
 - (h) New Business
 - (j) COTW Recommendations to Council
 - (i) Question Period
 - (k) Adjournment.

PART 7 – COMMITTEES AND COMMISSIONS

Duties of standing committees

36. (1) Standing committees must be appointed by the Mayor in accordance with the Community Charter, Section 414; and must consider, inquire into, report and make recommendations to Council about all of the following:
- (a) matters that are related to the general subject indicated by the name of the committee;
 - (b) matters that are assigned by Council;
 - (c) matters that are assigned by the Mayor;
- (2) Standing committees must report and make recommendations to Council at all of the following times:
- (a) in accordance with the schedule of the committee's meetings;
 - (b) on matters that are assigned by Council or the Mayor,
 - (i) as required by Council or the Mayor, or
 - (ii) at the next Council meeting if the Council or Mayor does not specify a time.

Duties of select committees

37. (1) Select committees must be appointed by Council in accordance with the Community Charter, Section 142; and must consider, inquire into, report and make recommendations to Council about the matters referred to the committee by the Council.
- (2) Select committees must report and make recommendations to Council at the next Council meeting unless Council specifies a different date and time.

Schedule of meetings

38. (1) At its first meeting after its establishment a standing committee, select committee or commission must establish a regular schedule of meetings.
- (2) The chair may call a meeting of the committee or commission in addition to the scheduled meetings or may cancel a meeting.

Notice of meetings

39. (1) Subject to subsection (2), after the committee or commission has established the regular schedule of meetings, including the times, dates and places of the meetings, notice of the schedule must be given by:
- (a) posting a copy of the schedule at the Public Notice Posting Places; and

- (b) providing a copy of the schedule to each member of the committee or commission.
- (2) Where revisions are necessary to the annual schedule of meetings, the Corporate Officer must, as soon as possible, post a notice at the Public Notice posting places which indicates any revisions to the date, time and place or cancellation of a meeting.
- (3) The chair must cause a notice of the day, time and place of a meeting called under section 38(2) to be given to all members at least 12 hours before the time of the meeting.

Attendance at meetings

- 40. Council members who are not members of a committee or commission may attend the meetings of the committee or commission.

Minutes of meetings

- 41. Minutes of the proceedings of a committee and commission must be:
 - (a) legibly and accurately recorded,
 - (b) certified by the Corporate Officer,
 - (c) signed by the chair or member presiding at the meeting, and
 - (d) maintained and open for public inspection at the Municipal Office during its regular office hours.

Quorum

- 42. The quorum for a committee or commission is a majority of all of its members.

Conduct and debate

- 43.
 - (1) The rules of the Council procedure must be observed during committee and commission meetings, so far as is possible and unless as otherwise provided in this Bylaw.
 - (2) Council members attending a meeting of a committee or commission, of which they are not a member, may participate in the discussion only with the permission of a majority of the committee members present.

Voting at meetings

- 44. Council members attending a meeting of a committee or commission of which they are not a member must not vote on a question.

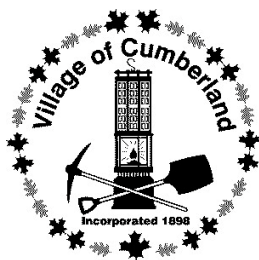
PART 8 – GENERAL

45. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
46. This bylaw may not be amended or repealed and substituted unless Council first gives notice in accordance with section 94 of the *Community Charter*.
47. “The Corporation of the Village of Cumberland Council Procedure Bylaw No. 859, 2007” as amended is repealed.

READ A FIRST TIME THIS	11TH	DAY OF	JUNE	2012.
READ A SECOND TIME THIS	11TH	DAY OF	JUNE	2012.
READ A THIRD TIME THIS	11TH	DAY OF	JUNE	2012.
ADOPTED THIS	25TH	DAY OF	JUNE	2012.

Mayor

Corporate Officer



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. 0550-01

DRAFT revised Feb 5 2018

2018 Council and Village Hall Meetings

Regular Council Meetings at 5:30 pm		COTW/Village Hall/Other
January 8 January 22		January 19 at 9am: IC COTW
February 13 (Tuesday) February 26		February 1 at 9am: COTW budget February 19 at 7pm: VH/OH budget
March 12 March 26		
April 9 April 23	(AVICC Apr 13 – 15)	April 3 at 7pm: Village Hall
May 14 May 28		
June 11 June 25		June 4 at 7pm: Village Hall*
July 9 July 23		
August 13		
September 4 (Tuesday) September 24	(UBCM Sep 10 – 14)	
October 9 (Tuesday)	October 20 General Election (VIEA Oct 24-25)	
November 13 (Tuesday) November 26		November 5 at 5:30pm: Inaugural November 22 at 9am: COTW budget
December 10		December 3 at 7pm: VH/OH budget

Meetings will be held at 2675 Dunsmuir Avenue unless determined otherwise by Council.

This schedule is subject to change pursuant to the Council Procedure Bylaw.

* Weather-dependent: June 4 Village Hall will be held at the Chinatown Pavilion in Coal Creek Historic Park.

VH = Village Hall meeting
OH = Open house

COTW = Committee of the Whole
IC = In Camera/Closed to the Public